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This instrument prepared by:
Barbara Trenier
Cole Taylor Bank
4400 Oakton Street
Skokie, Illinois 60076

MAIL TO
[Signature]

92709636

J. 8974097

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 31, 1992. The mortgagor is MICHAEL H. ALPER, A. Bachelore ("Borrower"). This Security Instrument is given to

COLE TAYLOR BANK, which is organized and existing under the laws of The State of Illinois, and whose address is 4400 Oakton Street, Skokie, Illinois 60076 ("Lender").

* Borrower owes Lender the principal sum of THIRTY THOUSAND AND NO/100 Dollars (U.S. \$.30,000.00). This debt is evidenced by ~~Borrower's~~ note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 31, 1993. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK, County, Illinois:

LOT 44 (EXCEPT THE SOUTH 68 1/4 FEET THEREOF) AND THE SOUTH 8 FEET OF THE WEST 34 FEET OF LOT 44 IN MORRIS SUSON'S GOLF PARK TERRACE UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 13, 1961 AS DOCUMENT NUMBER 1972980, IN COOK COUNTY, ILLINOIS.

P.I.N. 09-15-213-043 Volume 88

DEFT-11 \$27.50
167777 FROM 3927 09/24/92 18:15:00
W3432 # 94 92-702636
COOK COUNTY RECORDER

92709636
which has the address of 9087 W. Terrace Place, Debt Plaintiff,
[Street], [City]
Illinois, 60016 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

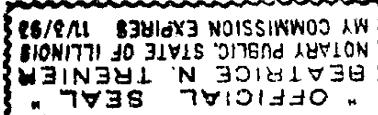
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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Harcold A. Chmiele
Cole Taylor Bank
4400 Oakton Street
Skokie, IL 60076

Return to:

(Space below this line reserved for Lender and Recorder)



My Commission expires:

Given under my hand and official seal, this 31st day of August 1992

Seal forth.

Signed and delivered the said instrument as this day free and voluntary act, for the uses and purposes herein such, certified to the foregoing instrument, appeared before me this day in person, and acknowledged that he personally known to me to be the same person(s) whose name(s) is, do hereby certify that Michael H. Alper

I, Beatrice Trenier, Notary Public in and for said county and state,

State of Illinois, Cook County seal

Borrower
(Seal)

Michael H. Alper
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it
By SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security

Instrument the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security
23. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security instrument, this rider(s) and agreements of each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Security instrument. Lender shall record this Security
instrument in full of all sums received by this Security instrument. Lender shall record this Security
22. Waiver of Foreclosure. Borrower waives all right of homestead exception in the Property.
Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Release. Upon payment of all sums received by this Security instrument. Lender shall release this Security
rider(s) and demands and reasonable attorney fees, and lend to the sum received by this Security instrument.
reciever of funds and collection of rents, but not limited to collector's fees, premiums on
the property including those due. Any rents collected by Lender or the receiver shall be applied first to payment of the
appomited receiver shall be entitled to receive upon take possession of and manage the Property and to collect the rents of
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially
but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedy provided in this paragraph 19, including,
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding,
before the date specified in the notice. Lender at its option may require immediate payment in full of all sums received by
existance of a default or any other default to accelerate and the right to assert in the foreclosure proceeding the non-
inform Borrower of the right to remit after acceleration and the date before which the non-
secured by this Security instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
and default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the
breach of any covenant in this Security instrument (but not prior to acceleration under paragraph 13 and 17
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

NON-UNIFORM GOVERNING DOCUMENTS Borrower and Lender further covenant and agree as follows:

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

REC'D 06/26/2024
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15. Governing Law; Severability. This Security instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflict. To the extent that any provision of this Note is held to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless applicable law requires use of snail mail. The notice shall be directed to the property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

12. **Loan Charges.** If the loan accrued by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceed the permitted limits will be returned to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making direct payment to Borrower. If a refund reduces principal, the reduction will be treated as

11. Successor and Assignee Bound; Joint and Several Liability; Co-Signer. The covenants and agreements contained in this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17, Borrower's co-signers and severals, and any Borrower who co-signs this Security Instrument but does not execute the Note. (B) is co-signing this Security Instrument only to motorbags; grants and convey the sums secured by this Proprietary Interest in the terms of this Security Instrument; (b) is not personally obligated to pay modelly, forfeite or make any accommodations with regard to the terms of this Security Instrument or the Note without this Borrower's consent.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 of this instrument of such payment. 10. Borrower Not Released; Preference Not a Waiver. Extension of the time for payment of principal or modification of the organization of the sums received by this Security Instrument granted by Lender to any successor in interest of Borrower shall not release the liability of the original Borrower, his successors or assigns to pay the original principal balance of the note and interest thereon. 11. Payment of attorney's fees in litigation of the note or any other proceeding by Lender in exercising any right or remedy.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender's notice within 30 days after the date given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the amount of the proceeds otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Lender.

If Lender required payment of premiums required to maintain the loan secured by this security instrument, Borrower shall pay the premium required to make up the difference as a condition of making the loan secured by this security instrument.