

# PETERSON BANK

3232 West Peterson Avenue  
Chicago, Illinois 60659-3692  
Cook County, Illinois 60600  
FILED FOR RECORD

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is made this 20th day of October, 1992 between the mortgagor, Chicago Title and Trust Company not personally but as Trustee under Trust Agreement dated 8/20/1992 and known as Trust No. 1097399 (herein "Borrower"), and the mortgagee, PETERSON BANK, an Illinois state bank, whose address is 3232 West Peterson Avenue, Chicago, Illinois 60659 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Three Hundred Fifty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 20, 1992 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on the 1st day of November, 2002;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Per legal description attached hereto and made a part hereof

Pin No.: 09-09-401-079-0000

which has the address of 9690 Reding Circle, Des Plaines, Illinois (herein "Property Address");

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, water rights, and water took and all fixtures now or hereafter a part of the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold therein if this Security Instrument is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, 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 declarations, opinions or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

- PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note.
- FUNDS FOR TAXES AND INSURANCE.** At Lender's sole option, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held with the Lender in an escrow account. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to take such charge. Borrower and Lender may agree in writing at the time of execution of this Security Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower (or the beneficial owner under the Trust Agreement hereinabove mentioned), 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.

\*\*The maximum interest rate will not exceed 25%.

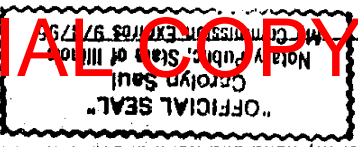
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Carolyn Sauil  
Notary Public

Given under my hand and notarial seal this 23rd day of Oct. 1992

persons whose names are subscribed to the foregoing instrument as such ASST. U.P. and ASST. SEC. and did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix said corporate seal of said Bank and voluntary act, and as the free and voluntary act of Bank, for the uses and purposes therein set forth; and said ASST. SEC. respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free

HEREBY CERTIFY THAT KAREN MICHEL, President of CHICAGO TITLE AND TRUST COMPANY, Secretary/Trust Officer of said Bank, personally known to me to be the same ASST. U.P. and ASST. SEC. and OLIVIA SMITH, ASST. Secretary/Trust Officer of said Bank, personally known to me to be the same

STATE OF ILLINOIS )  
COUNTY OF )  
SS )  
Carolyn Sauil )  
This instrument was prepared by:  
Peter Peterson Bank  
3232 W. Peterson Ave.  
Chicago, IL 60659  
Attn.: Lucia Lim

Permanent Index Number: 09-09-401-0/9-0000

BY: Peter Peterson  
Title: ASST. U.P.

Attest: Olivia Smith  
Title: ASST. SEC.

IN WITNESS WHEREOF, Trustee has caused this instrument to be executed by its duly authorized officers as of the day and year first above written.  
Chicago Title and Trust Company  
no, personally but as Trustee as aforesaid

vested in it as such Trustee, and it is expressly understood and agreed by Lender and by every person now or hereafter claiming any right or security hereunder that nothing herein contained or in said Note shall be construed as creating any liability on personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and its successors are concerned, the legal holder of said Note, and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the payment hereof by the enforcement of the lien thereby created, in the manner herein and in said Note provided, or by action to enforce the personal liability of the guarantor if any.  
CHICAGO TITLE AND TRUST COMPANY

22. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 20 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 20 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.  
23. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.  
24. USE OF THE PROPERTY. Unless Lender and Borrower otherwise agree in writing, Borrower at all times shall cause the beneficial owner under the Trust Agreement hereinabove mentioned to use the Property as his or her sole principal residence.  
25. INTEREST RATE AND MONTHLY PAYMENT CHANGES. In addition to the covenants and agreements made in this Security Instrument, Borrower and Lender further covenant and agree as follows: The Note provides for an initial interest rate of 5.0%. The Note provides for changes in the interest rate and the monthly payments, as follows:  
(A) Change Dates  
The interest rate I will pay may change on the 1st day of every month thereafter. Each date on which my interest rate could change is called a "Change Date," and on the 1st day of every month thereafter. Each date on which my interest rate could change is called a "Change Date."  
(B) The Index  
Beginning with the first Change Date, my interest rate will be based on an "index." The index is the highest prime rate as published in the Money Rates section of the Wall Street Journal each business day. The most recent index figure available as of 30 days before each Change Date is called the "Current Index."  
The index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.  
(C) Monthly Payment Changes  
The Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate, based on a 26-year amortization from the date of the Note. The result of this calculation will be the new amount of my monthly payment.  
10 (D) Effect of Date of Changes  
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.  
(E) Notice of Changes  
The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me of:  
(i) the new and prior interest rate of my loan;  
(ii) the amount of my monthly payment following the Change Date;  
(iii) any additional matters which the Note Holder is required to disclose; and  
(iv) the title and telephone number of a person who will answer my questions I may have regarding the notice.  
This instrument is executed by CHICAGO TITLE AND TRUST COMPANY

09-09-401-0/9-0000

If the Property is condemned by law or if, after notice by Lender to the Borrower, the Borrower offers to make an award or settle a claim for damages, the Borrower shall be responsible to Lender with the proceeds of such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Security Instrument.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **BORROWER NOT RELEASED.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Security Instrument.

12. **REMEDIES CUMULATIVE.** All remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **LOAN CHARGES.** If the loan secured 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 limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

15. **LEGISLATION.** If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note or this Security Instrument unenforceable according to their respective terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Security Instrument, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by this Security Instrument to be immediately due and payable, and may invoke any remedies permitted by paragraph 20. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19.

16. **NOTICES.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

17. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Security Instrument or the Note 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 conflicting provision; and to this end the provisions of this Security Instrument and the Note are declared to be severable.

18. **BORROWER'S COPY.** Borrower (or the beneficial owner under the Trust Agreement hereinabove mentioned) shall be furnished a conformed copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

19. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.** If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if there is no authorization by Federal Law.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 16 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by this Security Instrument.

20. **ACCELERATION; REMEDIES.** EXCEPT AS PROVIDED IN PARAGRAPH 19 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT OF BORROWER IN THIS SECURITY INSTRUMENT OR IN THE NOTE, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER MAY, AT LENDER'S OPTION, DECLARE ALL SUMS SECURED BY THIS SECURITY INSTRUMENT TO BE IMMEDIATELY DUE AND PAYABLE. PRIOR TO ACCELERATION LENDER SHALL MAIL NOTICE TO BORROWER AS PROVIDED IN PARAGRAPH 16 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS MAILED TO BORROWER, BY WHICH SUCH BREACH MUST BE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT, FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER AT LENDER'S OPTION MAY DECLARE ALL OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

21. **BORROWER'S RIGHT TO REINSTATE.** Notwithstanding Lender's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to entry of a judgment enforcing this Security Instrument if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Security Instrument and in enforcing Lender's remedies as provided in paragraph 20 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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## PARCEL 1:

THAT PART OF LOT 1 IN THE LAKE MARY ANNE SUBDIVISION OF PART OF SECTIONS 9 AND 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH OF LOT 1 AFORESAID 610.82 FEET EAST OF THE MOST WESTERLY SOUTHWEST CORNER THEREOF (SAID SOUTH LINE HAVING A BEARING OF NORTH 88 DEGREES 38 MINUTES 25 SECONDS WEST); THENCE NORTH 7 DEGREES 21 MINUTES 35 SECONDS EAST 265.00 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 00 SECONDS EAST 271.20 FEET TO A POINT ON A LINE HAVING A BEARING OF SOUTH 55 DEGREES 44 MINUTES 40 SECONDS WEST AND DRAWN THROUGH A POINT ON THE WEST LINE OF LOT 1 AFORESAID 75.53 FEET NORTH OF THE MOST WESTERLY SOUTHWEST CORNER THEREOF; THENCE SOUTH 55 DEGREES 44 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 276.27 FEET TO THE POINT OF BEGINNING ON A LINE DRAWN NORTH 13 DEGREES 38 MINUTES 25 SECONDS WEST THROUGH A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID 510.82 FEET EAST OF THE MOST WESTERLY SOUTHWEST CORNER THEREOF; THENCE SOUTH 13 DEGREES 38 MINUTES 25 SECONDS EAST 387.03 FEET TO SAID POINT ON THE SOUTH LINE OF SAID LOT, BEING 510.82 FEET EAST OF THE MOST WESTERLY SOUTHWEST CORNER THEREOF; THENCE NORTH 88 DEGREES 38 MINUTES 25 SECONDS WEST ALONG SAID SOUTH LINE 130.0 FEET TO A POINT 380.82 FEET EAST OF SAID MOST WESTERLY SOUTHWEST CORNER; THENCE NORTH 0 DEGREES 19 MINUTES 25 SECONDS WEST 345.35 FEET TO SAID LINE HAVING A BEARING OF SOUTH 55 DEGREES 44 MINUTES 40 SECONDS WEST; THENCE NORTH 15 DEGREES 44 MINUTES 40 SECONDS EAST 49.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1965 AS DOCUMENT 19630839.

## PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT OF EASEMENT DATED NOVEMBER 4, 1966 AND RECORDED DECEMBER 6, 1966 AS DOCUMENT NUMBER 20016197 AND AS AMENDED BY INSTRUMENT RECORDED JANUARY 21, 1969 AS DOCUMENT 20734489, OVER AND UPON:

- (1) THE NORTH 33 FEET OF LOT 1.
- (2) THE WEST 33 FEET OF LOT 1 (EXCEPT THAT PART FALLING IN PARCEL 1 AFORESAID).
- (3) THE SOUTH 33 FEET OF THAT PART OF LOT 1 FALLING IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- (4) THE WEST 33 FEET OF THE SOUTH 312.95 FEET OF THAT PART OF LOT 1 FALLING IN THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- (5) THE EAST 33 FEET (EXCEPT THE SOUTH 417.64 FEET AS MEASURED ON THE EAST LINE THEREOF) OF THAT PART OF LOT 1 LYING WEST OF AND ADJOINING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- (6) THE NORTH 33 FEET OF THAT PART OF LOT 1 LYING EAST OF AND ADJOINING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- (7) THE EAST 33 FEET OF THE NORTH 142.64 FEET OF THE SOUTH 417.64 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF THAT PART OF LOT 1 LYING WEST OF AND ADJOINING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12, ALL IN THE LAKE MARY ANNE SUBDIVISION OF PART OF SECTIONS 9 AND 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL 1 AFORESAID)