### **UNOFFICIAL COPY**

12444552

#### STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 10:35, 1992 Signature: Th	Grantor or Agent		
Subscribed and sworn to some ore me by the said VIVAN FARNES/ this 3/st day of Oct.  Notary Public B-1 Bornowski	B. J. PO ANOWSKI Notary: Port Illinois My Commission Expires 12-06-93		
The grantee or his agent affirms and verifies shown on the deed or assignment of lengicial either a natural person, an Illinois corpor	interest in a land trust is		
authorized to do business or acquire and hold ti a partnership authorized to do business or estate in Illinois, or other entity recognized do business or acquire and hold title to real State of Illinois.	tle to real estate in Illinois quire and hold title to real (s) person and authorized to		
authorized to do business or acquire and hold ti a partnership authorized to do business or ac estate in Illinois, or other entity recognized do business or acquire and hold title to real	tle to real estate in Illinois, quire and hold title to real (s.) person and authorized to cotate under the laws of the		

MOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

South Holland Bank Sept Holland From Park May South Park American Sout Holland (Sour ORIS)

### UNOFFICIAL COPY.

92844562

Seece	Abeve	This	Line	For	Recereing	Dota)

#### **MORTGAGE**

on October 31,	THIS MODE CAGE ("Security Instrument") is gir
n on October 31, , married to Ray Van Dyk	9 92 The mortgagor is KATHLEEN A. VAN DY
"). This Security Instrument is given to, which is organized and existing	("Borrow
, which is organized and existing	SOUTH FIOLEAND TRUST & SAVINGS BANK
and whose address is	inder the laws of ILLINOIS
and whose address is("Lender")	16178 So D Park Ave., South Holland, III. 604
IVE THOUSAND and NO/IUU	Porrower owes I ender to principal sum of TWENTY-1
5,000,000). This debt is evidenced by Borrower's not	Dollars (U.S. S.
high provides for monthly payments, with the full debt, if no	leved the come date as this is risty Instrument ("Note")
39/ This Security Instrumen	said earlier, due and pavable ofNOVEMBER
by the Note, with interest, and all renewals, extensions an	ecures to Lender: (a) the repayment of the debt evidence
st, advanced under paragraph 7 to protect the security of this	nodifications: (b) the payment of in other sums, with inter
covenants and agreements under this Security Instrument and	equity Lastrument, and (c) the perfor anne of Barrower's
grant and convey to Lender the following described property	he Note. For this purpose, Borrower de silereby mortgage
	ocated in

Lot 19 in H.F.W. Schultz First Subdivision, being a resubdivision of Lots 1, 2, and 8 in the subdivision of (except the West 30 acres thereof), the East 1/2 of the Southeast 1/4 of Section 31, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

-04ng

Perm, Tax No. - 30-31-415-007

which has the address of 18312 Burnham Lansing [Sireet] [City]

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.

Vicin 1 1974

T6178 South of Archae

Walled Hilliage Flags

## JNOEFICIAL COPY



(gnibroseff testA) :OT JIAM

Below This Line Reserved For Lender and Recorder)	4504\$)
Motany Public	VIVIAN FARMES! My Commission Expires 7/26/96
Throng Sarran	"OFFICIAL SEAL"
	My Commission expires:
real, this Let duy of Octobet 19.92	Given under my hand and official
900	set forth.
as Ελιφάχ free and voluntary act. for the uses and purposes therein	signed and delivered the said instrument
appeared before me this day in person, and acknowledged that F. The X	
rsonally known to me to be the same yerson(s) whose name(s) GEG	iad
A. Van Dyke, and Ray Van Lyk, her husband	do hereby certify that Kathleen
. Notary Public in and for said county and state.	I,the undersigned
Cook County ss:	STATE OF ILLINOIS,
[Space Below The "Acknowledgment]	Kay Van Dyk
(Seal)————————————————————————————————————	Kay Ba Out
	I am signing solely for the waiving my homestead rights.
accepts and agrees to the terms and covenants contained in this Security Sourower and recorded with it.	BY SIGNING BELOW, Bornwer Instrument and in any rider(s) executed of
	Orher(s) [specify]
Planned Unit Development Rider	Graduated Paymen Rider
neaves all right of homestead exemption in the Property.  meat. If one or more riders are executed by Borrower and recorded together with nd agreements of each such rider shall be incorporated into and shall amend and nts of this Security Instrument as if the rider(s) were a part of this Security and Condominium Rider	23, Rivers to this Security Instructing Security Instructions and the covernments a
enses incurred in pursuing the remedies provided in this paragraph 19, including, lees and costs of title evidence.  [sees and costs of title evidence.  cocletation under paragraph 19 or abandonment of the Property and at any time redemption under paragraph 19 or abandonment of the Property and at any time redemption under paragraph 19 or abandonment of the Property and to collect the retrieval publicially not rents collected by Lender of the receiver shall be applied first to payment of the decition of rents, including, but not limited to, receiver's fees, premiums on a collection of rents, including, but not limited to, receiver's fees, premiums on items secured by this Security Instrument.  Borrower shall pay any recordation costs.	Lender shall be entitled to collect all exp Lender shall be entitled to treasonable attorreys? I you a 20. Lender in Possession. Upon a prior to the expiration of any period of approrted receiver) shall be entitled to elthe Property including those past due. At costs of management of the Property and reasonable attorreys receiver's bonds and reasonable attorneys receiver's bonds and reasonable attorneys.
ther stall give notice to Borrower prior to acceleration following Borrower's this Security Instrument that not prior to acceleration under paragraphs 13 and 17 security Instrument that not prior to acceleration under paragraphs 13 and 17 set. The notice shall specify: (a) the defeatif and to Borrower, by which the defeault must be curred; nor before the date specified in the notice may result in acceleration of the sums eclosure by judicial proceeding and sale of the Property. The notice shall further et after acceleration and the right to assert in the foreclosure proceeding the nonse of Borrower to acceleration and foreclosure. If the default is not cured on or set its option may require immediate payment in full of all sums secured by ender at its option may require immediate payment in full of all sums secured by	breach of any covenant or agreement in the breach of any covenant or universe applicable, law provides otherwish default; (c) as date, not less than 30 days land (d) that failure to cure the default for any current or reinstant inform Borrower of the right to reinstati existence of a default or any other defended on the date specified in the notice, L. before the date specified in the notice, L.

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

# UNOFFICIAL COPY

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 or (io), 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 paymett i's 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's tall 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 planner 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 liet 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 ..., 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 Excurity 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 low 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  $sn_{e}$  include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Portawer shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall g we 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 proceed 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.

### **UNOFFICIAL COPY**

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

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, unless Borrower and Lender 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 Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is 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.

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

10. Borrow r Not Released; Forbearance By Lender Not a Waiver. 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 the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify am intization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borro ver's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy

11. Successors and Assigns Found; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and the efft the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) i) co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; an I (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with legard to the terms of this Security Instrument or the Note without

that Borrower's consent.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges. 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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may cho se 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.

If enactment of expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforcable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method 11 e 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 rutice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower of Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal as and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security 'as rument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it 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 its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.