

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 11, 1991. The mortgagor is Robert H. Borgstrom and Edna H. Borgstrom, his wife, joint tenancy ("Borrower"). This Security Instrument is given to First Colonial Bank of Lake County, which is organized and existing under the laws of the State of Illinois, and whose address is 850 N. Milwaukee Ave., Vernon Hills, IL 60061 ("Lender"). Borrower owes Lender the principal sum of Four Hundred Thousand and no/100 Dollars (\$400,000.00). 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 December 11, 1996. 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 SEVEN HUNDRED THIRTY-ONE (731) IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION NUMBER THREE (3) BEING A SUBDIVISION OF THE NORTH WEST QUARTER (1/4) OF NORTH EAST QUARTER (1/4) OF SECTION TWELVE (12), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-12-204-022-0000

See Rider "A" attached hereto and made a part hereof.

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which has the address of 2711 W. Gregory, Chicago, Illinois 60625 ("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 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 seized 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.

JG/CW

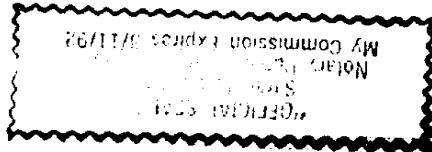
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HL - 333 BOX

Tammy T. Gasparrro  
First Colonial Bank of Lake County  
850 North Milwaukee Avenue  
Vernon Hills, Illinois 60061-1528

THIS INSTRUMENT PREPARED BY AND RETURN TO:

(Space Below This Line Reserved For Lender and Recorder)



### My Commission expires

Given under my hand and affixed seal this 31<sup>st</sup> day of December A.D. 1991.

ACT FOURTH.

I, the undersigned, do hereby certify that Roberto H. Bergstrom, and Lilia H. Bergstrom, persons known to me to be the same person(s) whose name(s) appear above, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as theirs. free and voluntary act, for the uses and purposes herein

**STATE OF ILLINOIS.** — **COOK COUNTY.** — **CHICAGO.** — **COURT OF APPEALS.**

X Robert H. Borgstrom  
.....(Scell) *Robert H. Borgstrom*  
X Robert H. Borgstrom  
.....(Scell) *Robert H. Borgstrom*

BY SIGNING BELOW, BORROWER AGREES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- 2-4 Family Rider
- Graduate Family Rider
- Adjutable Rate Rider
- Conditional Premium Rider
- Planned Unit Development Rider
- Other(s) [Specify] \_\_\_\_\_

23. Right to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check if applicable before signing]

Instrument without charge to Borrower; Borrower shall pay any reconditioning costs.

21. **Releasee.** Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security  
Instrument. Lender shall release this Security Instrument, Leased premises or fixtures, and the personal property  
thereof, bonds and reasonable attorney fees, and then to the sums accrued by this Security Instrument.  
22. **Assignment.** Assignment of the Property and sole election of events, including, but not limited to, less, prenuptials or  
costs of maintenance of the Property and reasonable attorney fees, and then to the sums accrued by this Security  
Instrument.

I understand all expenses incurred in the pursuit of the remedies provided in this paragraph shall be limited to, reasonable attorney fees and costs of title evidence, but not limited to, reasonable attorney fees and costs of title evidence.

This Security Instrument is delivered in the date specified in the notice. Lender or any other debtor or beneficiary of this instrument may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding before the date specified in the notice.

inform Borrower of the right to repossess instruments of title to the property if such instruments are not delivered to the original creditor or his assignee within ten days after notice of repossession is given to the original creditor or his assignee.

19. Acceleration; Remedies. Under shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's default); (c) a date less than 36 days from the date specified in the notice may result in acceleration of the sums due, unless the Borrower has fully performed the obligation giving rise to such acceleration.

**NON-LUMINIFORM COVARIANTS** Borrower and Lender further covariant and agree as follows:

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7/20/2011

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 date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower'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 Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit 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) 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, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. 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 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 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.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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. 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 in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law 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 Instrument 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 hen 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.

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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, with interest, upon notice from Lender to Borrower the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**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 if there is a legal proceeding that may significantly affect the value of the Security Instrument, Lender may take action under this paragraph to protect its security interest in the property.

6. Preservation and Assignment of Property. Borrower shall not destroy, damage or substantially change the Property, allow the Properties to deteriorate or commit waste. If this Security Instrument is on a leasedhold, Borrower shall not make other alterations to the property without first obtaining the lessor's written consent.

Under the terms of this Agreement, any application of proceeds to print capital 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 under paragraph 19 to the property prior to the redemption by Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the property shall pass to Lender to the extent of the sums secured by this Security interest prior to the termination of the lease.

Chinese Leader and his wife have been invited to attend the opening ceremony of the new Chinese Embassy in London. The Chinese Ambassador will be present at the ceremony and will be accompanied by the Chinese Foreign Minister and other senior officials. The Chinese Ambassador will be accompanied by the Chinese Foreign Minister and other senior officials.

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

**3. Hazard Insurance.** Borrower shall keep the property rights now existing or hereafter created on the Property insured by fire, hazards included within "extended coverage," and any other hazards for which Lender requires. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier shall be chosen by Borrower subject to Lender's approval which shall not exceed one year.

**Borrower shall satisfy his SecuritY instrument unless Borrower:** (a) agrees in writing to the payment of the obligator's secured by the loan in a manner acceptable to Lender; (b) continues in good faith the loan by, or defends against enforcement of the loan in, legal proceedings which in the Lender's opinion operate to impair the rights of the obligator to receive payment of the loan; (c) sells or transfers the loan to another person who has priority over this SecuritY instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by I under the paragrapahs 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 interests due and last, to principal due.

amount necessary to make up the deficiency in one or more payments as required by Lender.

If the amount of the funds held by Lender, together with the future monthly payments of funds payable prior to this Security instrument, the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, Borrower shall pay to Lender any amount of funds held by Lender not sufficient to pay the escrow items when due. Borrower shall pay to Lender any amount of funds held by Lender, after prompt repayment to Borrower or credit to Borrower on monthly payments of funds, if the Borrower's option, either prompt or credit to Borrower to pay the escrow items when due, if the excess shall be paid by Lender.

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 permits such a charge, Borrower shall interest that is paid on the Funds. Unless an agreement is made or applicable law permits such a charge, Borrower shall not be required to pay Borrower any interest on amounts deposited to the Funds. Lender shall give to Borrower, without charge, an annual account 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

The Funds shall be held in an institution the depositors 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, unless Lender may not charge for holding and applying the Funds, and failing the account of verifying the escrow items,

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and insurance premiums due under the Note, until the Note is paid in full. A sum ("Funds"), equal to one-twelfth of (a) yearly property taxes and assessments which may attain lesseehold payments of premium less than the amount of premiums of 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

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This Rider "A" is attached hereto and made a part of a certain Mortgage dated December 31, 1991 in the amount of \$400,000.00.

TWENTY-FOURTH: Future Advances. This Mortgage secures all advances made and indebtedness outstanding under the Note from time to time (whether such advances or indebtedness represent obligatory or discretionary advances) within 20 years from the date of this Mortgage. The advances outstanding shall be secured to the same extent as if each was made on the date of this Mortgage, and the fact that there is no outstanding indebtedness under the Note shall not affect the priority of the lien of this Mortgage as it exists on the date of the Mortgage. This Mortgage shall be prior to all subsequent liens and encumbrances (except for tax liens and assignments levied on the Property) even if there is no indebtedness owing under the Note, to the extent of the credit limit shown in the Note, plus all other amounts owing under the Note and/or secured by or which may be secured by this Mortgage.

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