92039518

Prepared by and return to: Northern Trust Bank/O'Hare N.A. 1501 Woodfield Rd. Schaumburg, IL 60173 Attn: Janine McDonal

Loan # 1464

[Space Above This Line For Recording Data]

MORTGAGE

DEPT-01 RECORDING

\$34,00

T45555 TRAN 7653 01/21/92 15:44:00

49360 + E *-92-039518

COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on

January 21, 1992

. The mortgagor is

Mark Carlstedt, Married to Ponna Garvida

("Borrower"). This Security Instrument is given to

Morthern Trust Bank/O'Hare N.A.

the State of Illinois which is organized and existing under the laws of address is 8501 W. Higgins Rd., Chicago IL 60631/

, and whose

One hundred ten thousand and NO/100 - -

("Linder"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 110,000.00 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 February 1, 2022

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 covenaries and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and comes to Lender the following described property located in Cook County, Illinois:

Lot 8 in Block 4 in Feuerborn and Klode's Trvingwood Second Addition, being a Subdivision in the South West 1/4 of the Southeast 1/4 of Section 14, Township 40 North, Range 12, Fast of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded November 30, 1927, as Document Number 9856980 in Book 255 of Plats, Page 17.

92039518

Property Index Number: 12-14-402-028

which has the address of

4136 N. Pontiac

Chicago

Page 1 of 6

[Street, City].

Illinois

60634 [Zip Code] ("Property Address");

Form 3014 9/90

ILLINOIS-Single Family, Fermie Mee/Freddle Med UNIFORM INSTRUMENT

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

·SR(IL) (9105)

Amended 5/91

	UNOFFIC	CIAL CO	PY
Form 3014 9/90	ACY ANN BEORGOUSES	IAN { ITON {	This Instrument was prepared by:
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17. Transfer of the Property or a Beneficial Interest in Borrower of 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 as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not incided 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 paragraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The proceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any povernmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 2?. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following 'Sorrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the 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; and (d) that failure to cure the default 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 default is not cured on or before the date specified in the notice, Lender, at its option, 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

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                                                                                                        this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may altain priority over the country of the property is subject to a lien which may altain priority over the country of the property is subject to a lien which may altain priority over the country of the property is subject to a lien which may altain priority over the country of the property is subject to a lien which may altain priority over the country of the property is subject to a lien of the country of 
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                                                                      to the person owed payment, Bottower shall promptly furnish to Lender all notices of anounts to be paid under this paragraph.

If Rottower makes these nauments directly, Rottower shall aromatic furnish to Lender toceing evidencing the paragraph.
                                                             these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly or in the manner of themselves and paragraph or interest and manner in the manner of themselves are amounted to her manner the manner of another this manner of another this manner of another this manner of another this manner that manner themselves the manner that manner themselves the manner than another themselves of another themselves the manner than another themselves the manner than the manner than the manner of another than the manner than the manner than the manner of another than the manner than 
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                                          I and 2 shall be applied; first, to any prepayment charges due under the Note; second, to announts payable tivics of any prepayment charges due under the Note; second, to announts payable tivics paragraph 2; due and set to any late charace due under the Note; second, to announts payable tivics paragraph 2;
                                  3. Application of Payments, Unices applicable law provides otherwise, all payments received by Lender under paragraphs and a shall be annited from any memoran character the Moses cannot to amount to any mental and a standard to a standard to any mental and a standard to a standar
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             Upon payments, at Lentler 3 50te discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any shall be be the promore of the position of the promore 
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time is not sufficient to pay the Escrow Hems when due, Lender may so not by particle and in such case Bertower aball pay to Lender the amount necessary to make in the deficiency. Bottower shall make un the deficiency in the def for the excess Funds in accordance with the requirements of applicable (ab., If the amount of the Funds held by Lender at any similar or new on any interest of applicable (ab., If the amount of the Funds held by Lender at any or one of the Funds held by Lender at any or one performent in writing and in such ness performent. If the Funds held by Lender exceed the amounts permitted to be leid by applicable law, Lender shall account to Borrower sunder in any ordanica math the requirements of amilicable law, Lender shall account to Borrower Eurole in any ordanica math the requirements of amilicable law, Lender shall account to Borrower and the requirements of amilicable law, Lender shall account to Borrower and the requirements of amilicable law, Lender shall account to Borrower and the Funder believed. debit to the Funds was made. The Funds are pledged as additional security for all atms secured by this Security Institution.

If the Einets hold by I and the amounts permitted for all all and secured by this Security Institution. bottower and Lenger, an annual accounting of the Funds, showing the Funds and debits to the Funds and the Funds and debits to the Funds and the purpose for which each meaning to the Funds and the purpose for which each meaning the funds and the purpose for which each meaning the funds and the security instrument. Bostower and Lender may agree in writing, however, that interest shall be paid on the Punds. Lender shall give to Bostower, without charge an annual accounting of the Funds and the Funds. Lender shall give to Bostower, and the finder white and the finder for which soon for the finder and the finder for which soon for the finder and the finder for which soon for the finder and the finder for which soon for the finder for the finder for which soon for the finder for the finder for which soon for the finder for the finder for which soon for the finder for th applicable law requires interest to be paid. Lender thall not be fequired to pay Bottower and tender and mountained to pay Bottower and tender and mountained to make that the burder that the Funds. annitiable faur remines interest to be naid. Fander that not be remined to rear portoner and interest or be and 1 a charge. However, Lender flasy required from the form the form of the charge for an independent team of the form the form times and independent team of the form times and an another team of the form the form times and another teams of the form times and the form times are times to the form times and times and times are times to the form times and times are times verifying the Escrow Rens, unless leader pays Borrower interest on the Funds and applicable law permits Lender to make a charmer Housever I ander may remain. Amount in notating charmer for a charmer for an independent of the Funds and applicable law permits Lender to make such a charmer for an independent of the remains serving such that the charmer is a charmer for a charmer f Excrow lients. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the rungs to pay me retiring the runds, annually analyzing the excrows the rungs interest on the Punds, and annicable law member in make such. inc runus similar forder, if Leader is sight an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds (or citity institution) or in any Federal Home Loan Bank. Lender shall apply the Funds (or citity institution) or in any federal Home Loan Bank. Lender shall apply the Funds (or citity institution) or in any institution of the Funds The Funds shell for hold in an institution whose deposits are insured by a federal agency, instrumentally, or embring to and it to add in an institution to the antitution of the antitution of the antitution of the antitution of the found and the finds to the found to the finds to the finds

Lender may calcing the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future arminist in some or transfer and reasonable estimates of expenditures of future arministration of future or transfer and reasonable estimates of future of future of future. sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount of punds due on the basis of oursent date and reasonable actionate of expect amount. 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESpA"), unleas another law that applies to the Funds and hold Funds in an amount not to accordance another law that applies to the punds of the punds in an amount not to accordance another law that applies to the punds of the punds in an amount not to accordance another law that another law that applies to the punds of the p related mongage loan may time, confect the minimum from to exceed the maximum amount in a federal geal Estate form time to time 10 11 g.C. Cartier 3601 at each capture for minimum and the federal geal Estate Settlement from time to time 10 11 g.C. Cartier 3601 at each capture another law that another for the Entre for the Entre of the Entre The provisions of paragraph 3, in the use the payment of morigage insurance premiums, stress tiems are caused premiums, and any time, collect and hold Funds in an amount hot to exceed the maximum amount a length of a lederally and mandous from the payment premium amount a length of a lederally and length of the maximum and the payment providers and providers of the payment providers and providers of the payment providers and providers and providers are provided to a lederally and providers. the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items," and thold punds in an amount not to exceed the maximum amount a lender for a federally. of Bidding sends on the property, it sity, (c) yearly making or property insurance premiums, (u) yearly mortgage insurance premiums, if sity, and (f) sity sums payable by Bottower to Lender, in accordance with the provisions of margarithms of the magnetic formulations incurance membrane traces incurance membrane are relied and analysis of the magnetic formulations of membrane incurance membrane are relied and analysis of the magnetic formulations. These items are relied and analysis of the magnetic formulations of the magnetic formulations. of ground fents on the Property, if shy; (c) yearly hazard or property insuring the mineral statement of short in yearly reason mentioner insurance mentioner in an interest in an interest in an interest in a continual interest interest in a continual interest in a continual interest in a continual interest inte and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or arrower on the property; (c) yearly heaved or property insurance membrane membrane months and insurance months. Lender on the day monthly payments are due under the Note; until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and may arisin orientity over this Security Instrument as a lien on the Proberty; (b) yearly taxes of the Note is paid in full, a sum ("Funds") for: (a) yearly taxes are summanted as a lien on the property; (b) yearly laxes of the property of the pr 2. Funds for Taxes and Interest on the debt evidenced by the Mote and any prepayment and tate enarges due under the 1990 for and interest on the debt evidenced by the Mote interest of the White Main in the Mote in the Mote interest of the Mote interest of the Mote interest of the Mote in the M

principal of and inferest on the debt evidenced by the Note and any prepayment and late charges due under the Note, sentences and sneuroness cubines to anothrable late or to a written mainer by Inc Note, Lipsyment of Principal and Interest; Prepayment and Late Charges, Bortower shall promptly pay when due the concentration of interest on the debt evidenced by the Mote and any nemanment and tale charges, Bortower shall promptly pay when due the Mote and any nemanment and tale charges due under the Mote. THIS SECURITY INSTRUMENT Combines unform covering use und non-unional use and non-unional use use incumorations to constitute a majorn coverant covering real property. UNIFORM COVENANTS. Bostower and Lender coverant and agree as follows: Vanations by jurisdiction to constitute a uniform security instrument covering real property.

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and will defend generally the title to the Property against all claims and demands, subject to any encumination or respectively. These certicity interprety against all claims and demands, subject to any encumbers of fecotd. Stant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and demands, without to any engineers of record, Borrower warrants Assistance on the bottower is lawfully seised of the estate hereby conveyed and has the month on the in browning and the manner of the property. All replacements and additions shall also be covered by this Security on insecutor crecico on the property, and all essements, appurienances, and

Form 3014 9/90

be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance, Loss reserve one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or censorsubstantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the 8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security

Juamyaq

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

to licender does not have to do so.

reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph include paying any sums secured by a tien which has priority over this Security Instrument, appraing in court, paying pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in

leaschold and the fee title shall not merge unless Lender agrees to the merger in writing

leasehold, Borrower shall comply with all the provisions of the lease. If norrower acquires fee title to the Property, the to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited Borrower, during the loan application process, gave materially false or instearate information or statements to Lender (or failed impairment of the lien created by this Security Instrument or Lende 3 security interest. Borrower shall also be in default if that, in Lender's good faith determination, precludes forfeitive of the Borrower's interest in the Property or other material cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property, allow the Property to deteriorate, or coin in waste on the Property. Borrower shall be in default if any forfeiture extenuating circumstances exist which are beyond borrower's control, Borrower shall not destroy, daniage or impair the the date of occupancy, unless Lender other vise agrees in writing, which consent shall not be unreasonably withheld, or unless this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use it e Property as Borrower's principal residence within sixty days after the execution of

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

immediately prior to the acquisition.

damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument under paragraph 21 the P operty is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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

Lender may make proof of loss if not made promptly by Borrower.

paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, a shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. 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.
- 10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 are not then due.

Unless Lender and Borrower otherwise *gre* 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.

- 11. Borrower Not Released; Forbearance by Lender Not a Walver. 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 reliase 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.
- 12. 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) is 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.
- 13. 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 vill 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.
- 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.

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REAL ESTATE TAX SERVICE RIDER TO THE MORTGAGE

THIS REAL ESTATE TAX SERVICE RIDER is	made this 21st day of _	January	_, 19 <u>92</u> ,
and is incorporated into and shall be deemed to amend			
Deed (the Security Instrument) of the same date give		Borrower") to secu	re Borrower's
Note to Northern Trust Bank/0 Ha		····	
(the "Lender") of the same date and covering the prop	erty described in the Securi	ty Instrument and	l located at:
4136 N. Pontiac, Chicago, Il	14mate 6063/		
	rty Addressi		
(1.10)21	ty : 10000000		
Paragraph 2 of Uniform Covenant 2 of said Secu	rity Instrument is amended	to read as follows	:
The Funds shall be held in an institution the depositor state agency (including lender if Lender is such an items. Lender may not charge for holding and applying items, unless Lender pays Bormwer interest on the Fund A charge assessed by Lender in cornection with Borro of an independent tax reporting service shall not be a clender may agree in writing that interest shall be paid law requires interest to be paid, Lender shall not be required that give to Borrower, without charge, in another Funds and the purpose for which each debit to the For the sums secured by this Security Instrument. BY SIGNING BELOW, Borrower accepts and agre Tax Service Rider.	institution). Lender shall app g the Funds, analyzing the a ds and applicable law permit wer's entering into this Secu charge for purposes of the pr I on the Funds. Unless an a aired to pay Borrower any int ual accounting of the Fund lands was made. The Funds a	oly the Funds to paraccount or verifying stender to make surity Instrument to receding sentence. I greement is made terest or earnings of schowing credits are pledged as additionable and the sentence of the	ty the escrowing the escrowuch a charge. pay the cost Borrower and or applicable on the Funds, and debits to ional security
	Mark Carlsteuc	Boi	rrower
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		Bo	rrower
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