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32056674

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 28, 1991. The mortgagor is William C. Anderson and Joyce L. Anderson, his wife as joint tenants ("Borrower"). This Security Instrument is given to Northlake Bank, which is organized and existing under the laws of Illinois, and whose address is 26 W. North Avenue, Northlake, Illinois 60164 ("Lender"). Borrower owes Lender the principal sum of Eight thousand and 00/100ths Dollars (U.S. \$8,000.00). 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 27, 1995. 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 8 (except the South 29 feet 6 inches and except the North 35 feet) in Block 4 in Town Manor, a Subdivision of the North 100 acres of the Northeast 1/4 of Section 5, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 15-05-217-038



This instrument was prepared by Northlake Bank, 26 W. North Avenue, Northlake, IL 60164

32056674

which has the address of 1803 N. 43rd Avenue, Stone Park, Illinois 60165 ("Property Address");

(Street) (City)
(Zip Code)

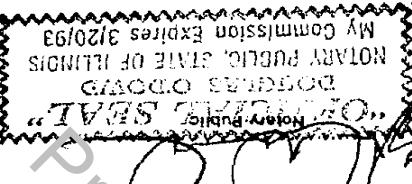
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also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

BORROWER COVENANTS that Borrower is lawfully 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.

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(Space Below This Line Reserved For Lender and Recorder)



My Commission expires:

Given under my hand and official seal, this 28th day of December, 1991.

Set forth:

..... signed and delivered the said instrument as, the first, free and voluntary act of the uses and purposes therefrom subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that, I, the A. personally known to me to be the same person(s) whose name(s) A.J. Jozefcic, signature do hereby certify that, McCallum C., Andreamon, and Joyce C. Anderson, and Jesse, wife, A.J. Jozefcic, set forth,

a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS, Cook

Joyce L. Anderson
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

(Seal)

McCallum C. Andreamon
Instrument the covenants and agreements of each such rider shall be incorporated into and recorded together with
(Seal)

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

- Other(s) [specify] Assignment of Rents 1-4 Rider
- Graduated Payment Rider Planned Unit Development Rider
- Adjustable Rate Rider Condominium Rider 2-4 Family Rider

22. **Waiver of Homeestead.** Borrower waives all right of homestead excepted in the property.

Instrument without charge to Borrower. Borrower shall pay any acceleration costs.

Instrument the date specified in the notice, Lender (in person, by agent or by judicial process) shall be entitled to collect all sums secured by this Security Instrument, Lender shall release this Security Instrument to the creditor or the receiver, but not limited to, recovery of fees, premiums on collection bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

23. **Rider(s) to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and recorded together with this Security Instrument and in any rider(s) recorded with it.

24. **Waiver of Homeestead.** Borrower waives all right of homestead excepted in the property.

Instrument the date specified in the notice, Lender (in person, by agent or by judicial process) shall be entitled to collect all sums secured by this Security Instrument, Lender shall release this Security Instrument to the creditor or the receiver, but not limited to, recovery of fees, premiums on collection bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

25. **Lender in Possession.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

Instrument the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument and the right to accelerate the debt is not cured on or before the date specified in the notice, Lender after acceleration and foreclosure right to assert in the foreclosure proceedings the non-payment of the debt or any other deficiency, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

26. **Borrower of this Security Instrument.** Prior to entering upon, take possession of and manage the Property and to collect the rents of the Property including those past due, Any rents collected by Lender or the receiver shall be applied first to payment of management costs of management of the Property, but not limited to, recovery of fees, premiums on collection bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

27. **Lender in Possession.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to the creditor or the receiver, but not limited to, recovery of fees, premiums on collection bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

28. **Lender in Possession.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to the creditor or the receiver, but not limited to, recovery of fees, premiums on collection bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

29. **Acceleration.** Lender shall give notice to Borrower, by which the debt must be cured;

- (d) that failure to cure the debt within 30 days from the date the notice is given to Borrower, by which the debt must be cured;
- (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the debt must be cured;

unless applicable law provides otherwise. The notice shall specify: (a) the debt(s) to be accelerated; (b) the action required to cure the debt(s); (c) any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17 breached which provides otherwise); (d) the date the notice is given to Borrower, by which the debt must be cured;

30. **Lender in Possession.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to the creditor or the receiver, but not limited to, recovery of fees, premiums on collection bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 28th day of December, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Northlake Bank, 26 W. North Avenue, Northlake, IL 60164 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1803 N. 43rd Avenue Stone Park, Illinois

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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Form 3170 9/98 (page 2 of 2 pages)

This instrument was prepared by Northlake Bank, 26 W. North Avenue, Northlake, IL 60164

Property of Cook County Clerk's Office
Borrower
William C. Anderson
Borrower
William C. Anderson
Borrower
Borrower
Borrower
(Seal)
(Seal)
(Seal)

BY SIGNING BELOW, Borrower agrees to the terms and provisions contained in this 1-A Family Rider.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Lender, or Lender's agents or a judicially appointed receiver, shall not be entitled to control of Lender's real property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver or remedy of any kind, or in any other right or remedy of Lender, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default, or invalidate any other right or remedy of Lender. This assignment of Rents of the Property or a judgment the Lender, or Lender's agents or a judicially appointed receiver, shall not be entitled to control of Lender's real property when such sums secured by the Security Instrument are paid in full.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not Lender received by the Security Instrument pursuant to Uniform Covenant 7.

If the Rents are not sufficient to cover the costs of taking control of and managing the Property and Lender shall be entitled to have a receiver appointed to take possession of and manage the Property as security. Rents and profits derived from the Property without any showing as to the inadequacy of the Property and Lender shall be entitled to receive a reasonable amount for only those Rents actually received; and (vi) agreements or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (v) Lender, Lender's agent, attorney's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agent, attorney's fees, premiums on receiver's bonds, repair and collecting the Rents, but not limited to, attorney's fees, of taking control of and managing the Property and collecting the Rents, shall be applied first to the costs of public law providers otherwise, all Rents collected by Lender or Lender's agents shall be applied to the costs of all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless specified, to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (i) Lender shall be entitled to the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to the benefit of Lender only, to be applied to the sums received by Borrower as trustee for the benefit of Lender only, to be held by Borrower; (iii) all Rents received by Borrower shall be held by Borrower.