

92175351

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 2/25/87 19... The mortgagor is CHICAGO TRUST AND SAVINGS COMPANY an ORGANIZATION organized and existing under the laws of ILLINOIS and whose address is 3044 ROSS STREET, FRANKFURT, ILL. 60131 ("Lender"). Borrower owes Lender the principal sum of FIFTY FIVE THOUSAND AND 00/100 Dollars (U.S. 55,000.00). This debt is evidenced by ~~THE NOTE~~ NOTE which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 27, 1997. 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:

THE SOUTH 100 FEET OF THE NORTH 67.5 FEET OF THE EAST 435.6 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

92175351

\* SEE REFER TO MORTGAGE ATTACHED HERETO AND MADE A PART HEREOF.

THIS LOAN IS FOR BUSINESS PURPOSES ONLY.  
PIN #03-09-401-093

which has the address of 3008 N. Schoenback Road Arlington Heights Illinois 60004 ("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.

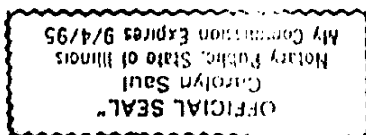
Handwritten initials/signature

# UNOFFICIAL COPY

Mall to: Rhonda Lurcan /Affiliated Bank  
350 W. North Avenue  
Addison, IL 60101

Prepared by: Sybil Davidson for Affiliated Bank

(Space Below This Line Reserved For Lender and Recorder)



Notary Public  
*Carolyn Saul*

My Commission expires \_\_\_\_\_

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_

set forth  
signed and delivered the said instrument as \_\_\_\_\_ that it is free and voluntary act for the uses and purposes therein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ they  
ASST. SECRETARY \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) \_\_\_\_\_

do hereby certify that \_\_\_\_\_ SUSAN BROCKEN, ASST. SECRETARY  
I, \_\_\_\_\_ a Notary Public in and for said county and state,  
STATE OF ILLINOIS, \_\_\_\_\_ County ss:

ASST. SECRETARY  
*[Signature]*  
(Seal) Borrower

AND NOT PERSONALLY

It is expressly understood and agreed by and between the parties herein, anything herein to the contrary notwithstanding, that each and all of the warranties, covenants, representations, agreements, undertakings and agreements herein made on the part of the trustee shall be deemed to be the warranties, covenants, representations, undertakings and agreements of and for the purpose of each and every one of the parties made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the trustee or for the purpose of each and every one of the parties made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed by and delivered by said trustee and said trustee is not liable for the same, but solely in the exercise of the powers conferred upon it as such trustee, and that no personal liability or personal responsibility is assumed by me that at any time be asserted or claimed against the Chicago Title and Trust Company, an agent of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Adjustable Rate Rider  
 Condominium Rider  
 2-4 Family Rider

Instrument. [Check applicable box(es)]  
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
23. Rider 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 shall amend and  
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recordation costs.  
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.  
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the  
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially  
appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
but not limited to, reasonable attorneys' fees and costs of the evidence.  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,  
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.  
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by  
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  
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further  
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
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;  
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17  
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

153361286

# UNOFFICIAL COPY

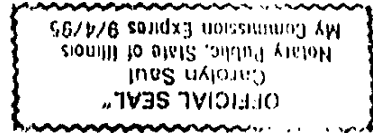
Notary Public

350 W. North Avenue  
Addison, IL 60101

Mall to: Rhonda Duncan / Affiliated Bank

Prepared by: Sylvia Davidson for Affiliated Bank

(Space Below This Line Reserved for Lender and Recorder)



Given under my hand and official seal, this 28th day of December, 1995.  
My Commission expires: \_\_\_\_\_  
*Carolyn Saul*  
Notary Public

do hereby certify that **SUSAN MCGRAW**, also known as **SUSAN MCGRAW**, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she/they signed and delivered the said instrument as her/his/their free and voluntary act, for the uses and purposes therein set forth.

I, **Carolyn Saul**, a Notary Public in and for said county and state, State of Illinois, County of Cook, do hereby certify that **SUSAN MCGRAW**, also known as **SUSAN MCGRAW**, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she/they signed and delivered the said instrument as her/his/their free and voluntary act, for the uses and purposes therein set forth.

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

Chicago Title and Trust Company as Trustee U/P/A No. 108957B dated 2/25/87  
By: \_\_\_\_\_  
(Seal)

Graduated Payment Rider  Planned Unit Development Rider  
 (Other(s) [Specify] RIDER TO MORTGAGE)

19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Security Instrument but not prior to acceleration under paragraphs 13 and 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, but not limited to, reasonable attorney's fees and costs of the evidence.  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those just due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

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(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 27, 1997 1997. The mortgagor is Chicago Title and Trust Company as Trustee U/T/A dated 2/25/87 and known as Trust No. 1089578 ("Borrower"). This Security Instrument is given to Associated Bank a State Banking Association, which is organized and existing under the laws of State of Illinois and whose address is 3044 Rose Street Franklin Park, IL 60131 ("Lender"). Borrower owes Lender a principal sum of Fifty Five thousand and 00/100 Dollars (U.S. \$55,000.00). This debt is evidenced by ~~XXXXXXXXXXXX~~ NOTE ("Note") which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 27, 1997. 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:

"THE SOUTH 100 FEET OF THE NORTH 633 FEET OF THE EAST 435.6 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

92176351

\* SEE RIDER TO MORTGAGE ATTACHED HERETO AND MADE A PART HEREOF.

THIS LOAN IS FOR BUSINESS PURPOSES ONLY.

PIN #03-09-401-093

which has the address of 3008 N. Schoenback Road Arlington Heights Illinois 60004 ("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.

Handwritten initials/signature

# 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 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) 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.

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 Reinstatement.** 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.

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# 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 attach 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, fees and impositions attributable to the Property which may attach 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 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; (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 of this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach 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 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 amount 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 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, no 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, appointing 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.

52176351

# UNOFFICIAL COPY

## \*RIDER TO MORTGAGE

Mortgagor is indebted to Mortgagee arising out of a certain "Promissory P + I Note", a copy of said Promissory P + I Note is attached hereto as Exhibit "A" and made a part hereof; that the full and prompt payment of the Note when due has been unconditionally guaranteed whether by declaration or otherwise by Mortgagor under the terms, provisions and conditions of the Promissory P + I Note.

Mortgagors have previously executed and delivered to Western Savings and Loan Association a certain Mortgage dated 08/09/86 and recorded 09/22/86 as Document 85426606 (the "Prior Mortgage") which secures a Note for \$55,000.00 (the "Prior Note"). Mortgagors covenant and agree that each of the following shall be an event of default hereunder: (a) any renewal, extension, default, restructuring or refinancing of the indebtedness evidenced by the term or covenant or condition contained in the Prior Note or Prior Mortgage or any other document evidencing or securing the indebtedness evidenced by the Prior Note; and thereafter Mortgagee, at its option, may declare all indebtedness hereby secured without notice, to be immediately due and payable, and Mortgagee may foreclose this Mortgage as in the case of any other default hereunder, without regard to whether the maturity of the Prior Note has been accelerated or whether the Prior Mortgage is then being foreclosed upon.

Anything in this Mortgage to the contrary notwithstanding, this Mortgage shall be, subject and subordinate to the terms, covenants and condition contained in, the Prior Mortgage.

In the event any amount paid out or advanced by the Mortgagee shall be used directly or indirectly to pay off, the Prior Mortgage or any other prior lien, Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

Mortgagor shall furnish forthwith to Mortgagee a copy of each notice claiming a default of any party under the Prior Note or the Prior Mortgage at any time given by or received by Mortgagors or any beneficiary of Mortgagors.

The obligation of Mortgagors under Paragraph 2 of this Mortgage shall be deemed performed to the extent that sufficient tax and insurance premium deposits are made with Holder of the "Prior Note."

92175351

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## PROMISSORY NOTE (P & I)

FOR BANK USE ONLY		
Loan AC #	Note #	Class Code
Division 45	249	Review Date (Inform Date)
Risk	Cost Center	Cost of Funds
Now NCW	FP Code	Officer DMW
Approved	Nonwin	
	SK	

No. \_\_\_\_\_ Due January 27 19 97 Date January 27 19 92 Amount \$ 55,000.00

FOR VALUE RECEIVED, the Undersigned, jointly and severally, promise to pay to the order of AFFILIATED BANK ("Bank") at its office in Chicago, Illinois, or any of its other office locations, the principal sum of Fifty Five Thousand and 00/100-----

Collars payable as follows:

in 59 installments of \$1,155.10 each (including principal and interest at the rate of 9.50% per annum) beginning on February 27 1992 and continuing on the same day of each successive month thereafter until this Note is fully paid, except that the final installment in the amount of \$ balance shall be due and payable on January 27 19 97

Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed. All payments shall be first applied to accrued interest to the date of payment and the remainder, if any, applied to the balance of principal. After maturity, interest shall accrue on any balance remaining due and owing at the rate of 6.0% per annum above the prime rate of the Bank.

In the event of non-payment when due of any amount payable on this Note or default in the payment or performance of any other obligation or indebtedness of the Undersigned to the Bank, or if the Bank for reasonable cause shall deem itself insecure, then this Note and all other indebtedness of the Undersigned to the Bank, at the option of the Bank shall immediately become due and payable, without notice or demand on the Undersigned, together with all expenses, costs and attorneys' fees incurred or expended by the Bank in enforcing its rights hereunder which shall become additional indebtedness immediately due and payable hereon.

To further secure the payment of this Note the Undersigned, jointly and severally, hereby irrevocably authorize any attorney of any court of record to appear for them, or any of them, in such court in term, time or vacation, at any time after default hereon and confess a judgment without process against them, or any one of them, in favor of the holder of this Note for such sums as may appear to be unpaid and owing thereon together with interest, costs and attorneys' fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

The Bank may, at any time or times hereafter, without notice, appropriate and apply toward the payment of this Note any moneys, credits, deposits, checks, accounts, drafts, securities, certificates of deposit or other property belonging to the Undersigned, or any one or more of them, in the possession of or under the control of the Bank, as well as any indebtedness of the Bank to the Undersigned then due or to become due including without limitation, any and all balances, credits, deposits, accounts, certificates of deposit or moneys of any one or more of the Undersigned, and Bank is hereby given a first and prior lien upon such moneys, credits, indebtedness and other property of the Undersigned.

The Undersigned and all endorsers and guarantors jointly and severally waive presentment, demand, notice of dishonor and all other notices and demand in connection with the enforcement of the Bank's rights hereunder, and hereby consent to and waive notice of (a) any renewals, extensions or modifications hereof, and (b) the release with or without consideration of any of the Undersigned. Any failure of the Bank to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time. The validity and construction of this Note shall be governed by the laws of the State of Illinois.

This Note is secured by one or more security agreements, real estate trust deeds or mortgages, collateral assignments of beneficial interest and assignment of rents.

RIDER ATTACHED HERETO IS **BUSINESS PURPOSE STATEMENT**  
EXPRESSLY MADE A PART HEREOF (to be executed by non-corporate borrower)

To induce Lender to make the loan evidenced by this Note, the Undersigned represents to Lender as follows:

- (1) The Undersigned owns and operates a business enterprise under the name \_\_\_\_\_
- (2) The proceeds of the loan will be used solely for the following commercial, agricultural or industrial purpose \_\_\_\_\_
- (3) The loan is a business loan within the purview of Paragraph 640(c), Chapter 17, III Rev. Stat. and is exempt from the disclosure requirements of the Federal Truth-in-Lending Act.

Dated \_\_\_\_\_ Signature Gerald J. Gilio Signature Myra L. Gilio  
 Address 1724 Plentie Avenue  
Arlington Heights, Ill. 60004  
541-5353  
 BY: Stanley J. Morgan ASST. SEC.  
 BY: Gerald J. Gilio  
 BY: Myra L. Gilio

Chicago Bank One Business as Trustee  
 U/T/A dated 2/25/87, Trust # 1059578

BY: Stanley J. Morgan ASST. SEC.  
 BY: Gerald J. Gilio  
 BY: Myra L. Gilio

It is expressly understood and agreed by and between the parties herein, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of with the mission of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by me shall at any time be asserted or enforceable against the Chicago Title and Trust Company, in account of this instrument or in account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Attached examination rider is incorporated herein

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