

92197783

ORIGINAL

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 1 19 91. The mortgage is First National Bank of Cicero, not personally, but as Trustee of Trust #9461 U/T/A/O 5/10/88 ("Borrower"). This Security Instrument is given to First National Bank of Cicero, a National Banking Association, which is organized and existing under the laws of United States, and whose address is 6000 West Cermak Road Cicero, Illinois 60650 ("Lender"). Borrower owes Lender the principal sum of One Million Fifty Thousand and No/100's Dollars (U.S. \$ 1,050,000.00). 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 July 1, 1992. 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 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 the municipality of Alsip, in Cook County, Illinois:

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See Schedule "A" attached hereto and made an integral part hereof.

DEPT-01 RECORDING \$37.00
 71111 TRAN 3552 03/25/92 12:34:00
 18980 * A * -92-197783
 COOK COUNTY RECORDER

92197783

(Vacant Land)

which has the address of located southwest of the corner of the intersection of 127th Street and Cicero Avenue (Street) Alsip, Illinois (City) Illinois 60658 ("Property Address"); (Zip Code)

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS

Form 3014 9/90 (page 1 of 6 pages)

** Modification and/or Extension Agreement dated October 1, 1991 for First National Bank of Cicero, not personally, but as Trustee of Trust #9378 under Trust Agreement dated January 28, 1988's note referred to as Loan #073596 and that certain Modification and/or Extension Agreement dated October 1, 1991 for First National Bank of Cicero, not personally, but as Trustee of Trust #6783 under Trust Agreement dated July 17,

37.00
25.00
8x

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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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Fund shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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24. ~~With respect 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 supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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. **First National Bank of Cicero, not personally,**
Witnesses: **but as Trustee of Trust #9461 U/T/A/D 5/10/88**

.....(Seal)

 -Borrower
 Social Security Number.....
(Seal)

 -Borrower
 Social Security Number.....

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, County ss:

I, a Notary Public in and for said county and state,
 do hereby certify that
 personally known to me to be the same person (s) whose name (s)
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
 signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein
 set forth.

Given under my hand and official seal, this day of, 19

My Commission expires:

Notary Public

D
E
L
I
V
E
R
Y

NAME **Ronald J. Farmer, Vice President**
c/o First National Bank of Cicero
 STREET **6000 West Cermak Road**
Cicero, Illinois 60650



FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Ronald J. Farmer, Vice President
 This Instrument Was Prepared By
c/o First National Bank of Cicero
 (Name) **6000 West Cermak Road,** (Address)
Cicero, Illinois 60650

INSTRUCTIONS OR
RECORDER'S BOX #284

UNOFFICIAL COPY

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture, 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 it is 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.

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

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THE TERM "TRUST DEED" IS TO MEAN THE SAME AND BE INCLUSIVE OF THE WORD "MORTGAGE" USED HEREIN.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE DEPOSITED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

"OFFICIAL SEAL"
Carol Prataji
Notary Public, State of Illinois
My Commission Expires 1/9/93

STATE OF ILLINOIS
COUNTY OF COOK

A/T/U Trust # 9461

FIRST NATIONAL BANK OF CICERO as Trustee as aforesaid and not personally,
By _____
VICE-PRESIDENT

Attest _____
NANCY FUDALA
ASSISTANT SECRETARY

the undersigned,
John W. Plindak
a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

Vice-President of the FIRST NATIONAL BANK OF CICERO, and
NANCY FUDALA

Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary and there acknowledged that said instrument as said Assistant Secretary, as Secretary of the corporate seal of said Bank, did affix the corporate seal of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____ 1992
Notary Public
Carol Prataji

IN WITNESS WHEREOF, First National Bank of Cicero, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

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TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY.

THIS INDENTURE, Made _____ 19____, between First National Bank of Cicero, Cicero, Ill., a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated _____, herein referred to as "First Party," and and known as Trust Number _____

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith with in the Principal Sum of _____ Dollars,

made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and herinafter specifically described, the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of _____ per cent per annum in installments as follows:

Dollars _____ on the _____ day of _____ 19____ and

Dollars _____ on the _____ day of each _____ thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the _____ day of _____

19____ All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the then highest rate permitted by law, and all of said principal and interest being made payable at such banking house or trust company, as the holders of the note may, from time to time, in writing appoint and in absence of such appointment, then at the office of _____

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the _____

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LEGAL DESCRIPTION SCHEDULE "A"

This Schedule is attached to and made an integral part of that Rider to Security Agreement and Collateral Assignment Under Land Trust and that certain Modification and/or Extension Agreement dated October 1, 1991 and that certain Mortgage dated October 1, 1991 and Renewal "Demand or Time Note", dated June 29, 1990 with respect to FIRST NATIONAL BANK OF CICERO Trust Number #9461 dated May 10, 1988.

Parcel 1: Those parts of Lots 23 and 24 in Block 2 in Alsip Manor Subdivision in the Village of Alsip, Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois lying Northeastly of a line intersecting the Northernly Boundary of said Lot 24 at a distance of 33.57 feet from its North West corner and the easterly boundary of said Lot 23 at a distance of 57.08 feet from its South East corner, in Cook County. (P.I.N.: 24-34-103-033)

Parcel 2: That part of Lot 7 in Block 2 in Alsip Manor Subdivision in the Village of Alsip in Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois lying Northeastly of a line intersecting the Westerly Boundary of said Lot 7 at a distance of 67.26 feet from its South West corner and the Southernly boundary of said Lot 7, at a distance of 91.52 feet from its South West corner. (P.I.N.: 24-34-103-007)

Parcel 3: That part of Lot 8 in Block 2 in Alsip Manor Subdivision in the Village of Alsip in Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois lying North easterly of a line intersecting the Northernly boundary of said Lot 8 at a distance of 91.52 feet from its North West corner and the easterly boundary of said Lot 8 at a distance of 24.67 feet from its South East corner. (P.I.N.: 24-34-103-008)

Parcel 4: Lots 5 to 8, both inclusive, in Block 1 in Alsip Manor, being a subdivision in the North West 1/4 of section 34, Township 37 North, Range 13, East of the Third Principal Meridian according to the plat thereof recorded July 3, 1946 as document #1353603 in Cook County, Illinois (except that part of Lot 8 conveyed to Illinois Toll Highway Commission) (P.I.N.: 24-34-104-005; 24-34-104-006; 24-34-104-007; 24-34-104-008)

Parcel 5: Lot 6 in Block 2 in Alsip Manor a subdivision in the North West 1/4 of Section 34, Township 37 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois. (P.I.N.: 24-34-103-006)

Parcel 6: That part of Lot 9 in Block 1 in Alsip Manor subdivision in the Village of Alsip in Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois lying easterly of a line intersecting the Northernly boundary of said Lot 9 at a distance of 11.48 feet from its North West corner and the Southernly boundary of said Lot 9 at a distance of 113.23 feet from its South West corner. (P.I.N.: 24-34-104-016)

Parcel 7: Lot 25 (except that part thereof lying South of a line intersecting the Westerly boundary of said Lot 25 at a distance of 24.67 feet from the South West corner and the Southernly boundary of said Lot 25 at a distance of 33.57 feet from its South West corner) and all of Lot 26 in Block 2 in Alsip Manor in the North West 1/4 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (P.I.N.: 24-34-103-020)

Parcel 8: Lots 27 and 28 in Block 2 in Alsip Manor of the North West 1/4 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. (P.I.N.: 24-34-103-018; 24-34-103-019)

Parcel 9: Lots 1, 2, 3, and 4 in Block 1 in Alsip Manor, being a subdivision in the North West 1/4 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded July 3, 1946, as document #1383603 in Cook County, Illinois (P.I.N.: 24-34-104-001; 24-34-104-002; 24-34-104-003; 24-34-104-004)

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Property of Cook County Clerk's Office