

PREPARED BY:
TODD SEYL
SKOKIE, IL 60077

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2202775

RECORD AND RETURN TO:

LASALLE TALMAN BANK FSB
10000 SKOKIE BOULEVARD
SKOKIE, ILLINOIS 60077



ATTENTION: TODD SEYL [Space Above This Line For Recording Data]

MORTGAGE

310926-7

92202773

THIS MORTGAGE ("Security Instrument") is given on MARCH 24, 1992
BY BRUCE R. BUTLER, PACHELOR

DODD R. ESTHORN,¹ MICHAEL J. HARRIS,²
AND ELIZABETH J. HERZON³

AND ELIZABETH B. HERZOG, DIRECTOR, INSTITUTE OF MUSEUMS AND LIBRARIES

DENT-01 RECORDING 443.50
T#1111 1060 36/6 03/26/92 16:22:00
49517 46 *-92-202725
COOK COUNTY RECORDER

(“Borrower”). This Security Instrument is given to
LASALLE TALMAN BANK FSB

which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY TWO THOUSAND FOUR HUNDRED AND 00/100 Dollars (U.S. \$ 152,400.00).

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 **APRIL 1, 2007**. 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 **COOK** County, Illinois:

LOT 27 IN TERRAMERE OF ARLINGTON HEIGHTS UNIT 9, BEING A
SUBDIVISION IN THE NORTH 1/2 OF FRACTIONAL SECTION 6,
TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15
1984, AS DOCUMENT NUMBER 27338195 IN COOK COUNTY, ILLINOIS.

2202775

03-06-216-010

435 K

which has the address of 3941 PROCTOR CIRCLE, ARLINGTON HEIGHTS
Illinois 60004 ("Property Address");
Zip Code

Street, City

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

1'ing Land

DPS 1088

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6R(L) 193011

more of the actions set forth above within 10 days of the giving of notice.

this Security Instrument, Lender may give Borrower a notice terminating the lien, Borrower shall satisfy the lien or enforcement of the lien, or (e) securites from the holder of the Property is subject to a lien which may attach priority over 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 shall endeavor to prevent the enforcement of the lien, or (e) securites from the holder of the lien in legal proceedings which in the Lender's opinion operate to prevent the Lender's rights against enforcement of the lien in a manner acceptable to Lender, (b) consents in good faith the lien writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly

which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay

4. Charge: Lien, Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid under paragraph 2;

3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

of the Property, shall apply any funds held by Lender at the time of acquisition of title as a credit against the sums secured by

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, prior to the acquisition of title

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

written monthly payments, at Lender's sole discretion.

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 held by Lender to make up the deficiency. Borrower shall make up the deficiency in no more than

time is not sufficient to pay the Escrow items when due, Lender may so do, if Borrower is in writing, and, in such case Borrower

applies Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any

depth to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or earnings on the Funds.

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

verifying the Escrow items, unless Lender, as Borrower holding and applying the Funds, immediately analyzing the escrow account, or

Escrow items, Lender may not charge Borrower for holding and applying the Funds, until after Lender to make such

(including Lender, if Lender is such in its discretion) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq., ("RESPA"), unless another law that applies to the Funds

related mortgage loan, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

if any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly leasehold payments

and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly flood insurance premiums,

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

2. Funds for Taxes and Insurance: Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

promptly of and interest on the debt evidenced by the Note and duly prepared charges due under the Note.

1. Payment of Principal and Interest: Prepayment and Late Charges: Borrower shall promptly pay when due the

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgagage,

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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MD - GRILL FORMS

be in effect. Lender will accept, use and retain these payments as a loss, irrespective in lieu of mortgage insurance. Lender reserves one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect. Substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the monthly mortgage insurance premium in effect, from an alternative insurance provider approved by Lender. If loan coverage substantially equivalent to the monthly mortgage insurance previously in effect, at a cost substantially equivalent to the monthly coverage required by Lender, Lender shall pay the monthly insurance to be in effect, Borrower shall pay the premiums required to the monthly coverage insurance to be in effect. If, for any reason, the instrument, Borrower shall pay the premiums required to maintain the monthly insurance in effect, It for any reason, the payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Lender shall pay the premiums required to maintain the monthly insurance in effect. If, for any reason, the date of disbursement of the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security instrument, Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

7. Lender does not have to do so.

reasonable attorney fees and expenses in the Property to make repairs. Although Lender may take action under this paragraph include paying any sums accrued by a lien which has priority over this Security instrument appertaining to court, paying pay for whatever is necessary to protect the value of the Property and Lender's rights in the property, Lender's actions may proceed in bankruptcy, probate, for condemnation or foreclosure to enforce laws of reclamation, then Lender may do and this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property such as a 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 leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the lessor, representations concerning Borrower's occupancy of the Property as principal residence. If this Security instrument is on a to provide Lender with any needed information in connection with the loan evidenced by the Note, including, but not limited

however, during the loan application process, give written notice of any material or substantial information or statements to Lender or to the lessor created by this Security instrument to Lender's security interest, Borrower shall also be in default if Lender's good faith determination, provides notice of the Borrower's interest in the Property of proceeding to be dismissed with a ruling that, in Lender's good faith determined, by causing the action of proceeding to be in default if any otherwise property or otherwise materially impair the lessor created by this Security instrument to Lender's security interest, Borrower may action of proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any otherwise circumstances exist which are beyond Borrower's control. Borrower shall be liable for damage or impairment of the date of occupancy, unless Lender obtains an agreement in writing, which consent shall not be unreasonable withheld, or unless this Security instrument and shall go to the monthly principal residence for at least one year after the date of occupancy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of

6. **Deed-in-Lieu, Preservation, Alternative and Protection of the Property: Borrower's Loan Application Lenders.** immediately prior to the acquisition of the

damage to the Property prior to the acquisition shall pass to Lender in event of the sums secured by this Security instrument under paragraph 2 if the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If unless Lender offers alternative agree in writing, any application of proceeds to principal shall not exceed or

seconded by this Security instrument, whether or not this due, the 30-day period will begin when the note is given.

Lender may collect the insurance premiums, Lender may use the proceeds to repair or restore the Property or to pay sums Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then secured by this Security instrument, whether or not this due, with any excess paid to Borrower. If Borrower abandons the property is not reasonably feasible to Lender's security would be lessened, the insurance proceeds shall be applied to the sums recovered, if the restoration of repair is agreed, insurance proceeds shall be applied to restoration or repair of the unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair of the

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, Lender paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender shall have the right to hold the policies and renewals, if Lender receives insurance promptly give to Lender all receipts of

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, Lender

option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

which shall not be unreasonable withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's request, The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval of flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether 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.

11. 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

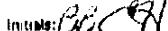
13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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Initials: 

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Form 3014 G/90
DPS 1093

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21. **Acceleration of Remedies.** Lender shall give notice to Borrower prior to acceleration of any existing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default; and (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 by judgment proceeding and sale of the Property. The notice shall further inform Borrower of the right to remit late after acceleration and the right to assert in the foreclosure information Borrower's defense of non-delivery of possession and sale of the Property. The notice shall further inform Borrower of any other defense of Borrower to accelerate and foreclose. If the notice specifies proceedings other than acceleration, Borrower shall pay any costs of the proceedings.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any acceleration costs.

23. **Waiver of Foreclosure.** Borrower waives all right of homestead exemption in the Property.

NON-LIQUID FORM COVARIANTS. Biotower and I under lighter overhead and agree as follows:

SL42022

As used in this paragraph 30, "hazardous substances" are those substances as defined as toxic or hazardous substances by Environmental Law and the following subsections, including, hazardous materials, hazardous wastes, and wastes of the type described in subparagraph 30, "environmental law," means federal laws and laws of the jurisdiction where the property is located that prohibit and restricts, volatile solvents, materials containing asbestos or formaldehyde, and deteriorative materials. As used in this paragraph 30, "environmental law," means federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection.

Borrower shall promptly give Lender written notice of any encroachment, claim, demand, lawsuit or other action by any government agent or other party involving the property as it may affect the property or the title thereto.

20. Hazardous Substances: Biotowers shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property, except as shall not do, nor allow anyone else to do, anything affecting the biotowers. Substances on or in the property, except as shall not do, nor allow anyone else to do, anything affecting the biotowers shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances that are generally recognized to be inappropriate to normal

19. Sale of Note or Change of Lessor Servicer. The Note or a partial interest in the Note (together with this Security instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Lessor Servicer") that collects monthly payments due under the Note and this Security instrument. If there also may be one or more changes of the lessor servicer, the new lessor servicer will be responsible for all obligations under the Note and this Security instrument.

18. Borrower's Right to Remodel. If Borrower fails to make payment at any time prior to the earlier of (a) 5 days after period as outlined herein or (b) entry of a judgment entitling the Security holder to sue for the amount due, Borrower shall have the right to have applicable law may specify for remodelling before sale of the property pursuant to any power of sale contained in this security instrument or (b) entry of a judgment entitling the Security holder to sue for the amount due.

If Landlord exercises this option, Landlord 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, Landlord may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower.

12. 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 the prior written consent of 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

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24. Riders 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
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 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.

Witness

BRUCE R. BUTLER

(Seal)

Borrower

Witness

ELIZABETH J. HERZON

(Seal)

Borrower

(Seal)
Borrower(Seal)
Borrower

STATE OF ILLINOIS, COOK

County ss:

I, THE UNDERSIGNED
county and state do hereby certify that
BRUCE R. BUTLER, BACHELOR AND
ELIZABETH J. HERZON, SINGLE NEVER MARRIED

, a Notary Public in and for said

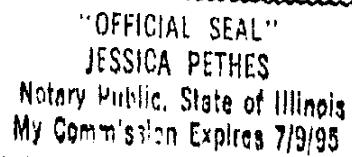
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24 day of November 1992.

My Commission Expires:

Notary Public

DPS 1094



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