

65
PREPARED BY:
ROSE A. ELLIS
CHICAGO, IL 60675

UNOFFICIAL COPY

S2345276

9 2 3 4 5 6 7 8

COOK COUNTY CLERK
F1

RECORD AND RETURN TO:

1992 MAY 19 PM 1:13

92345276

THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A
50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675

Space Above This Line For Recording Data

MORTGAGE

331700

339

THIS MORTGAGE ("Security Instrument") is given on MAY 12, 1992
WILLIAM R. ADAMS
AND CECILE ADAMS, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
THE NORTHERN TRUST COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS
and whose
address is 50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675
("Lender"). Borrower owes Lender the principal sum of
EIGHTY THOUSAND
AND 60/100

Dollars (U.S. \$ 80,000.00).

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 JUNE 1, 2007.
The 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:
LOTS 105 AND 106 IN ARTHUR T. MCINTOSH AND COMPANY'S MILER FARMS,
BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 34,
TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

S2345276

32-34-302-003
32-34-302-009

which has the address of 22740 FREDERICK ROAD, CHICAGO HEIGHTS
("Property Address");
zip code 60411
Street, City .

Illinois Statewide Facility Bonds Non-Refundable Non-Cancellable INSTRUMENT
Original copy: _____ Duplicate copy: _____ Verification forms: 10131283-8100 - 800-521-7291

Page 1 of 6

DPS 1993
Form 3014 8/90

Initials: att
att

Box 15

UNOFFICIAL COPY

06/8 1108 4420-3
2001 8/1

8 12 13 14

卷之三

If Borrower makes timely payments directly, Borrower need provide no further documentation than the payoff statement.

4. Changes, Losses. Borrower shall pay all losses, expenses, attorney's fees, and legal expenses arising out of or relating to the Property, to Seller, to Seller's agent, broker, or to Seller's attorney, to participants under this note, to any other creditor or holder of a claim against the Property, to Seller's heirs, executors, administrators, or successors, and to any other person entitled to payment under this note.

3. Application of Technologies. Under appropriate law providers declare, all performances record of *Leader under partnerships*

If the Friends failed by Law to exceed the amount proposed to be paid by application later, Lawnder shall account to Boltowen for the Friends' sum paid him. The Friends are prohibited from making any payment to Lawnder or his wife or children.

Under many conditions the adenosine G_A receptor may be coupled to genes of cyclic nucleotide-gated ion channels that encode transducins.

1. Programs of Prevention and Rehabilitation Programmed and Late Changes. 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 as of the day immediately preceding the due date under the Note, until the taxes is paid in full, a sum ("Funds") for: (a) jointly tenable joint accounts which may accrue priorly over this Security Instrument as a loss on the Property; (b) jointly tenable joint accounts or general funds of the Property, if any; (c) jointly tenable or property insurance premiums; (d) jointly flood insurance premiums, or any other mortgage insurance premiums; (e) jointly 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 "Funds".

3. Payment of Taxes and Insurance. Lender, collector and holder Funds in an amount not to exceed the Federal Homeowner Protection Act of 1974 as amended from time to time, 12 U.S.C. Section 2501 et seq. ("RESPA"), unless sooner law that applies to the Funds, or lessor amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

UNIFORM COVENANTS. Bottomes and Landowner's Covenants and agree as follows:

LINEAR COVARIANTS. Bottoms and Landor covariance and degree of Rollins.

THIS SECURITY INSTRUMENT combines many conveniences for real estate conveyances with features

BOILEROWNER COVENANTS that Boilerowner is lawfully owner of the above boiler soley owned and has the right to remove it.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, equipment, machinery, tools, materials, supplies, now or hereafter a part of the property. All improvements and additions shall also be covered by this Security.

UNOFFICIAL COPY

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.

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 premium 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; Leaseholds. 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, allow 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 repossess, as provided in paragraph 13, by causing the action or proceeding to be dismissed with a ruling that, in 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 accrued by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

DPS 1991

Form 3014 9/90

Initials: *U.A.*
O.A.

UNOFFICIAL COPY

Form 3014 3750
Page 1002

卷之三

卷之三

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

અધ્યાત્મિક શાસ્ત્ર

15. Governing Law; Security Instruments shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provisions of these Security Instruments conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note or the Note shall without the conflicting provisions. To the extent that the provisions of this Security Instrument and the Note are declared

It by this class such business applicants use or another means. The source shall be referred to the property owners or any other address. Borrower designates by notice to Lender. Any notice to Lenders shall be given by first class mail to Lender's address or any other address. Lender designates by notice to Lender. Any notice to Lenders shall be given by first class mail to Lender's address. Borrower or any other address to Lender. Any notice to Lenders shall be given by first class mail to Lender's address. Security instruments shall be deemed to have been given to Borrower of Lender when given as provided in this paragraph.

Prepared charge under the Note.

13. **Loan Changes**: If the loan secured by this Security Instrument is subject to a law which does not permit loans changes and that law is fairly 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 loan exceed the permitted limits; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (c) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limits.

Security Instruments 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 mitigate, prevent and control 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, reduce or waive any accommodation with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

of amortization of the assets secured by the Society's treasury notes issued by Leader to any successor in interest of Bontower shall not operate to reduce the liability of the original Bontower or Bontower's successors in interest. Leader shall not be required to commence proceedings against any successor in interest to recover the payment of debts held by him in respect of the sums secured by the Society's treasury notes of any character issued by Leader in case of ready sale of ready or pecuniary succession in interest. Any collection made by Leader in case of ready sale of ready or pecuniary succession in interest shall not be a waiver of or preclude the exercise of any right or remedy.

Unless Lessee Lender and Borrower otherwise agree in writing, any application of proceeds in principal shall not exceed or postpones the due date of the maturity of any notes referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is demanded by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of settle a claim, Lender may proceed to liquidate within 30 days after the date the notice is given, under its authority to sell it and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum secured by this Security Interest or to the cost of same.

be applied to the units selected by this Security Inspector or that the names are then due.

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 the due date, with any excess paid to Borrower; to the extent of a partial taking of the Property, to the extent of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument 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 unexpended by the following: (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.

10. **Cowdenization.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other than all or part of the property, or for conveyance in lieu of condemnation, are hereby assigned and

9. Lenders or assignees may make assignments upon and modifications of the Property. Lender shall give Borrower notice at the time of or prior to an inspection opportunity reasonable cause for the inspection.

Employers may be required to provide, at the option of the employer, an additional amount of compensation for each period of time during which the employee is unable to work because of an injury or disease.

UNOFFICIAL COPY

17. Transfer of the Property. If the beneficial interest in Borrower, or all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the title 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 unchallenged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer in relation to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following 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 default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

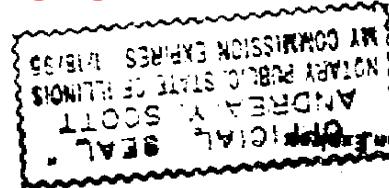
DPS 1083
Form 3014-9/90

[Signature]

UNOFFICIAL COPY

DS 1094

Page 8 of 8



Given under my hand and official seal, this 12 day of December, 1992.
Witnessed and acknowledged that THEY signed and delivered the said instrument as THEIR
persons; they known to me to be the same persons whose names are affixed thereto, 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.

WILLIAM N. ADAMS AND CAROLE ADAMS, HUSBAND AND WIFE

STATE OF ILLINOIS, COOK COUNTY

Courtly ss

I, Notary Public in and for said

Borrower

Sign

Borrower

Sign

Borrower

Sign

Borrower

Sign

Borrower

Sign

Witness

Witness

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

- 2A. Riders to the Security Instrument. No or more riders are executed by Borrower and recorded together
with this Security Instrument, the coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument. The coverments and agreements of each such rider shall be incorporated into and shall amend
and supplement the coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument.
- Adjustable Rate Rider Graduated Payment Rider balloon Rider V.A. Rider
 Biweekly Payment Rider Biweekly Principal Rider Second Home Rider Other(s) (specify) Mortgage Rider for Covenant #22

Check applicable boxes

2B. Riders to the Security Instrument. No or more riders are executed by Borrower and recorded together
with this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend
and supplement the coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument.

331700

UNOFFICIAL COPY

9 2 3 4 5 6 7 8

MORTGAGE RIDER FOR COVENANT #22

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 22 OF THE MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER's rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

William N. Adams
WILLIAM N. ADAMS

(SEAL)
-BORROWER

Carole Adams
CAROLE ADAMS

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

UNOFFICIAL COPY

Property of Cook County Clerk's Office