

UNOFFICIAL COPY

213

92357042

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ... May 13, 19...92. The mortgagor is ... George W. /and Marilynn N. Chandler, his wife ... C. Chandler ("Borrower"). This Security Instrument is given to ... The Chicago Heights National Bank ..., which is organized and existing under the laws of ... the United States of America ..., and whose address is ... 1030 Dixie Highway, Chicago Heights, IL 60411 ... ("Lender"). Borrower owes Lender the principal sum of ... Twenty Six Thousand Eight Hundred and -----no/100 Dollars (U.S. \$ 26,800.00 ...) 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 ... This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in ... Cook County, Illinois:

LOT 36 AND THE NORTH 1/2 OF LOT 35 IN BLOCK 4 IN THORN GROVE, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE JOLIET CUT OFF BRANCH OF THE MICHIGAN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

P.I.N. 32-20-427-006, Vol. 15

92357042

: DEPT-01 RECORDING \$27.50
: T-3733 TRAN 5740 05/21/92 16:37:00
: 92357042
: COOK COUNTY RECORDER

which has the address of ... 1651 Euclid ... Chicago Heights,
Illinois 60411 ... (Street) (City)
12 p. Code! ("Property Address").

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.

275D

UNOFFICIAL COPY



NAME	THE CHICAGO HEIGHTS NATIONAL BANK	STREET	1030 DIXIE HIGHWAY	CITY	CHICAGO HEIGHTS, IL 60411
FOR RECORDS INDEX PURPOSES INSTRUMENT ADDRESS ABOVE	1651 EUCALYPTUS, CHICAGO HEIGHTS, IL 60411	STREET	1651 EUCALYPTUS, CHICAGO HEIGHTS, IL 60411	CITY	CHICAGO HEIGHTS, IL 60411
CITY OF CHICAGO HEIGHTS, IL 60411		DESCRIPTION NATIONAL BANK, 1030 DIXIE HIGHWAY	DESCRIPTOR STREET ADDRESS ABOVE CITY OF CHICAGO HEIGHTS, IL 60411		
<i>George W. Chandler</i>			My Commission Expiration 5-30-93 Navy Pier, State of Illinois GEORGE J. CIRULLO OFFICIAL SEAL		
Given under my hand and official seal, this 13th day of May 1992 set forth					

George W. Chandler

do hereby certify that George W. Chandler, and Marcelline N. Chandler, his wife
are Notary Public in and for said County and State,
I, Gerald J. Cirullo
STATE OF ILLINOIS,
Cook
County ss:
Marcelline N. Chandler
(Seal)
George W. Chandler
(Seal)

Instrument and in any manner(s) executed by Borrower and recorded with the
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security
instrument. The co-signants and agreeents of each such rider shall be incorporated into and shall amend and
supplement the instrument, the co-signants and agreeents of this Security instrument as if the rider(s) were a part of this Security
instrument. Rider(s) cannot assume this mortgage under the
(Other(s) (Specify)
24. Some type of security and liability assumption
23. Riders to this Security instrument, if one or more riders are executed by Borrower and recorded together with
this Security instrument, the co-signants and agreeents of each such rider shall be incorporated into and shall amend and
supplement the instrument. The co-signants and agreeents of this Security instrument as if the rider(s) were a part of this Security
instrument.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower shall pay any recordation costs
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
instrument, the co-signants and agreeents of the Property and liability assumption, but not limited to paying the fees and costs of
collection of the Property and liability assumption, fees, and other expenses incurred by this Security instrument.
20. Rider in Possession. Upon acceleration of any period of abandonment under paragraph 19 or 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 paid due. Any rents collected by Lender of the Property and to collect the rents of the
Property, including those paid due, Any rents collected by Lender of the Property and to collect the rents of the
Property prior to the expiration of any period of abandonment following judicial sale, Lender (in person, by agent or by judicially
appointed receiver) shall be entitled to collect all rights of homestead exemption in the Property, but not limited to, reasonable
expenses incurred to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
Lender shall be entitled to collect all expenses incurred without further demand and may foreclose this Security instrument by
before the date specified in this notice, Lender at its option may require immediate payment in full of all sums secured by
execution of a default or any other defiance of Borrower to accelerate and foreclose proceeding by judgment.
Information Borrower of the rights to assert in the foreclosure proceeding the non-default is not cured or
secured by this Security instrument, foreclose by judicial proceeding in the Property. The notice shall run
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
deemed necessary to cure the default from the date the notice is given to Borrower, by which time the default must be cured;
unless (c) a date, not less than 30 days from the date the notice shall be delivered to Borrower prior to acceleration under paragraph 13 and 17
breach of any provision of this Security instrument (but not prior to acceleration under paragraph 13 and 17
unless a applicable law provides otherwise). The notice shall specify: (a) the date the action required to cure the
acceleration; (b) the notice shall be delivered to Borrower prior to acceleration under paragraph 13 and 17
unless a agreement or agreement (but not prior to acceleration under paragraph 13 and 17
unless a applicable law provides otherwise). The notice shall further contain and agree as follows:

45-25002

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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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

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

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

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

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

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

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

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

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

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

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

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

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

UNOFFICIAL COPY

17

occurred. However, this right to remitate shall not apply in the case of acceleration under paragraphs 1 or 17. Borrower, thus Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged upon termination by reasonable cause to assert that the loan of this Security Instrument, Lender's rights in the Property and Borrower's reasonable instruments, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may require to satisfy any deficiency of any other expenses of any agreements of agreement (c) pays all expenses incurred in enforcing this Note (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, (b) gives any deficiency of any other expenses of any other expenses incurred in enforcing this Note (a) pays Lender all sums which then would be due under this Security Instrument. Those conditions shall have the right to have Security Instruments or (b) entry of a judgment against this Security Instrument. This Note contains provisions that Borrower shall pay the Note in full of any amount due under this Security Instrument or (b) before sale of the property pursuant to any power of sale contained in this application law may be held invalid, notwithstanding the terms of (a), 5 days after such other period as applicable law of this Security Instrument division of (a) and (b) to pay all sums accrued by acceleration of this Security Instrument division of (a) and (b) to the date the notice is delivered or made prior to the expiration of the period less than 30 days from the date the notice is delivered or made prior to the expiration of this period, Lender may invoke any enforcement of this Security Instrument division of (a) and (b) to pay all sums accrued by acceleration of this Security Instrument.

18. **Borrower's Right to Reinstate.** If Borrower makes certain conditions that Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower, this Security instrument will be paid by Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any federal law as of this Security Instrument.

19. **Transfer of the Security Instrument.** Lender has the option of exercising his right to exercise as provided by federal law as of this Security Instrument. However, this option shall not be exercised by Lender unless he is sold or transferred for a benefit of another person, Lender may exercise his right to exercise as provided by federal law as of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person without Lender's consent, Lender may, at his option, require immediate payment in full of all sums interest in it is sold or transferred for a benefit of another person, Lender may, at his option, require immediate payment in full of any part of the Property or any interest in Borrower's sold or transferred and Borrower is not a natural person who has been given notice of the transfer of his interest in the Property to another person, Lender may exercise his right to exercise as provided by federal law as of this Security Instrument.

20. **Borrower's Copy.** Borrower shall be given one confirmed copy of this Note and of this Security Instrument. If Lender exercises his right to exercise as provided by federal law as of this Security Instrument, this Note shall have the right to have the Note and of this Security Instrument.

21. **Governing Law; Severability.** This Security Instrument shall be governed by the provisions of this Note and of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note can be held illegal, such conflict shall not affect other provisions of this Security Instrument or the Note which are not illegal. This Note and of this Security Instrument.

22. **Loan Charges.** If the loan secured by this Security Instrument is subject to the applicable law, any notice to Borrower shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower's address or any other address Borrower designates by notice to Lender. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, or Lender when given as provided by paragraph 17.

23. **Lendership After Certain Delays.** If Lender exercises this option, Lender shall be entitled to receive payment in full of all sums secured by this Security Instrument, or any receivable according to its terms, Lender, at his option, may require immediate payment of the Note to Lender. If Lender reduces his principal owed under the Note or by making a direct payment to Borrower, or Lender refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under this Note.

24. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing or by mailing it to Lender's address or any other address Borrower designates by notice to Lender. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, or Lender when given as provided by paragraph 17.

25. **Waiver of Certain Liens.** The Lender shall be entitled to collect any amount due under the Note to Lender, or Lender may release the Note to Lender in full of all sums secured by this Security Instrument, or any receivable according to its terms, Lender, at his option, may require immediate payment of the Note to Lender. If Lender reduces his principal owed under the Note or by making a direct payment to Borrower, or Lender refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under this Note.

26. **Waiver of Certain Liens.** The Lender shall be entitled to collect any amount due under the Note to Lender, or Lender may release the Note to Lender in full of all sums secured by this Security Instrument, or any receivable according to its terms, Lender, at his option, may require immediate payment of the Note to Lender. If Lender reduces his principal owed under the Note or by making a direct payment to Borrower, or Lender refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under this Note.

27. **Waiver of Certain Liens.** The Lender shall be entitled to collect any amount due under the Note to Lender, or Lender may release the Note to Lender in full of all sums secured by this Security Instrument, or any receivable according to its terms, Lender, at his option, may require immediate payment of the Note to Lender. If Lender reduces his principal owed under the Note or by making a direct payment to Borrower, or Lender refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under this Note.

28. **Waiver of Certain Liens.** The Lender shall be entitled to collect any amount due under the Note to Lender, or Lender may release the Note to Lender in full of all sums secured by this Security Instrument, or any receivable according to its terms, Lender, at his option, may require immediate payment of the Note to Lender. If Lender reduces his principal owed under the Note or by making a direct payment to Borrower, or Lender refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under this Note.

29. **Waiver of Certain Liens.** The Lender shall be entitled to collect any amount due under the Note to Lender, or Lender may release the Note to Lender in full of all sums secured by this Security Instrument, or any receivable according to its terms, Lender, at his option, may require immediate payment of the Note to Lender. If Lender reduces his principal owed under the Note or by making a direct payment to Borrower, or Lender refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under this Note.

30. **Waiver of Certain Liens.** The Lender shall be entitled to collect any amount due under the Note to Lender, or Lender may release the Note to Lender in full of all sums secured by this Security Instrument, or any receivable according to its terms, Lender, at his option, may require immediate payment of the Note to Lender. If Lender reduces his principal owed under the Note or by making a direct payment to Borrower, or Lender refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under this Note.