

PREPARED BY:
DPS, INC.
PALOS HEIGHTS, IL 60463

UNOFFICIAL COPY

9 3 5 6 8 5 20
93568520

COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORD AND RETURN TO:
CITIBANK, FEDERAL SAVINGS BANK
P.O. BOX 790021
ST. LOUIS, MO 63179-0021

JUL 22 AM 10:05

93568520 33

MORTGAGE

0002385758

THIS MORTGAGE (Security Instrument) is given by TILLY L. GIBSON, The mortgagor, to FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1989 AND KNOWN AS TRUST NUMBER 1986

(Borrower). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK of and by virtue of THE UNITED STATES OF AMERICA which is organized and existing under the laws of 180 GRAND AVENUE, OAKLAND, CALIFORNIA 94612

Borrower owes Lender the principal sum of ONE HUNDRED TEN THOUSAND AND 00/100 Dollars (U.S. \$ 10,000.00). 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 AUGUST 1, 2008.

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 1 IN THE JAN SOBIESKI RESUBDIVISION OF LOTS 1 AND 4 IN BLOCK 4 IN WHIPPLE'S ADDITION TO NORWOOD PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF LOT 1 OF THE NORTHEAST 1/4 OF SECTION 24 TOWNSHIP 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

which has the address of 5938 NORTH HARLEM
CHICAGO

TOGETHER WITH all the improvements now or hereafter created 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. An 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.

ILLINOIS - Single Family
THIS SECURITY INSTRUMENT

0562022C

93568520

0002385758

UNOFFICIAL COPY

098 1948

03208250

Page 2 of 6

Nov 21 1948

combined uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the property is located.

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. 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 Lender's estimate, as described below, of (a) one-twelfth of each type of yearly taxes and assessments which may attach to the property, (b) one-twelfth of the yearly hazard or property insurance premiums; if any, (c) one-twelfth of the yearly flood insurance premiums, if any; (d) one-twelfth of the yearly hazard or property insurance premiums, if any; and (e) one-twelfth of any similar items which are customarily paid by Borrower to lenders, whether now or in the future, in connection with a secured debt. The items described in (a) - (e) are called "Borrower Items".

The Funds shall be placed in an account ("Borrower Account") at an institution whose deposits are insured by a federal agency, trust, or entity (including Lender, if Lender is such an institution) or at any Federal Home Loan Bank. Lender may also be borrower for holding and applying the Funds, analyzing the Borrower Account and verifying the Borrower Items, and Lender may require Borrower to pay a one-time charge to establish a real estate tax reporting service used or provided by Lender in connection with the loan. Lender shall not be required to pay Borrower any interest or earnings on the Funds.

Lender shall annually analyze the Borrower Account to determine the adequacy of the monthly Funds being collected for each Borrower Item; at its option Lender may analyze the Borrower Account more frequently. Lender shall estimate the amount of Funds needed in the Borrower Account to pay future Borrower Items due, on the basis of: (i) current data, including the anticipated disbursement dates for each Borrower Item; (ii) reasonable estimates of expenditures of future Borrower Items; (iii) the time interval between disbursements for each Borrower Item; and (iv) the amount of Funds in the Borrower Account for each Borrower Item at the time Lender analyzes the Borrower Account. Lender and Borrower agree that Lender's estimate of the amount of Funds needed in the Borrower Account is an approximate estimation. At any time if the amount of Funds in the Borrower Account for each Borrower Item is less than the amount of the delinquency, Borrower shall be in default if, after receipt of notice from Lender, Borrower fails to pay to Lender the amount of the delinquency. Borrower shall be in default if, after receipt of notice from Lender, Borrower fails to pay to Lender the amount of the delinquency. At Lender's sole discretion, Borrower may repay any delinquency in more than 12 monthly payments; if Lender's Borrower Account analysis indicates that the Funds in the Borrower Account for each Borrower Item exceed the amount Lender estimates is needed to pay each future Borrower Item when due, Lender shall refund any such Funds to Borrower within 30 days of the Borrower Account analysis. In addition to the Funds estimated as described above, and to ensure that the Funds in the Borrower Account will be sufficient to pay Borrower Items when due, Lender may require Borrower to maintain in the Borrower Account an additional balance of Funds not to exceed 2 monthly Borrower payments. Lender shall apply the Funds to pay the Borrower Items when due. Lender shall give to Borrower an annual accounting of the Borrower Account, showing credits and debits to the Borrower Account and the purchase for which each debit from the Borrower Account was made. The Funds in the Borrower Account are pledged to Lender as additional security for all sums secured by this Security Instrument. Upon payment in full of all sums secured by this Security Instrument, Lender shall refund to Borrower any Funds held by Lender. Such refund shall be made within 30 days of a Borrower's payment of all sums secured by this Security Instrument. If, under paragraph 2.1 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.

Lender's and Borrower's covenants and agreements under this paragraph 2 are subject to applicable state and federal law.

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; and any sums payable by Borrower (including in accordance with the provisions of paragraph 2, in lieu of the payment of mortgage insurance premiums) and, 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 attach to the 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.

5. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

6. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

7. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

8. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

9. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

10. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

11. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

12. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

13. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

14. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

15. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

16. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

17. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

18. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the 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.

02589536

03208250

0002355758

UNOFFICIAL COPY

0002355758

93568520

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligations 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 obtain priority over this Security Instrument, Lender may give Borrower notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of giving of notice.

HAZARD OF 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 for which Lender requires insurance, including floods or flooding, whether or not identified or existing at the time the loan is made. 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 (a) receipts of paid premiums and renewal notices; (b) 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. If insurance proceeds are not received, Lender may proceed to restoration or repair of the Property damaged if, in Lender's sole determination, 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, when 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 23 the Property is acquired by Lender, Borrower's right to any insurance collected 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.

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 institute as provided in paragraph 18, 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 the title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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 this Security Instrument, appearing in court, paying reasonable attorneys' fees and paying fees for periodic inspections of the Property. In addition to these actions Lender may enter on the Property to make repairs, change locks, replace or board up doors and windows, drain pipes, eliminate building code violations or dangerous conditions, turn utilities on or off, or undertake whatever else is necessary to protect the value of the Property and Lender's rights in the Property. Although Lender may take action under this paragraph 7, Lender does not have to do so.

93568520

0522023E

UNOFFICIAL COPY

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. In addition, subject to applicable law, Borrower agrees to pay Lender interest at the Note rate on all other sums secured by this Security Instrument which are due and unpaid.

8. MORTGAGE INSURANCE. If Lender requires 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 coverage previously in effect. 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 loan reserve in lieu of mortgage insurance. Loan 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 is 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 loan 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 or damage, 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.

11. BORROWER NOT RELEASED; FORFEITURE OF WAIVER. Lender's obligation to accept or pay for any portion of the amount of the property in which the last market value of the property immediately before the taking is less than the amount of the sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum 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 sum secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. 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 sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured immediately before the taking shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sum secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. In the event of a partial taking of the property in which the last market value of the property immediately before the taking is less than the amount of the sum 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 it or be secured by this Security Instrument whether or not the sum is then due.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the abandonment 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 sum secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application or proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or other amount of such payments.

12. BORROWER NOT RELEASED; FORFEITURE OF WAIVER. Lender's obligation to accept or pay for any portion of the amount of the property in which the last market value of the property immediately before the taking is less than the amount of the sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum 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 sum secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. 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 sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured immediately before the taking shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sum secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. In the event of a partial taking of the property in which the last market value of the property immediately before the taking is less than the amount of the sum 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 it or be secured by this Security Instrument whether or not the sum is then due.

Modification of any of Borrower's covenants or agreements under this Security Instrument or the Note shall not (i) act as a satisfaction, release or novation; (ii) change or impair Lender's security interest or lien priority in the Property; (iii) affect Lender's right to prohibit or restrict future modifications requested by Borrower; or (iv) affect Lender's rights or remedies under the Security Instrument or the Note.

13. SUCCESSIONS AND ASSIGNMENTS 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 the 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, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

000235579

03222250

023585520

8 3 5 6 8 5 2 0

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 charges under the Note.

14. NOTICE. Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by sending it by (i) first class mail postage prepaid, or (ii) prepaid overnight delivery service, or (iii) any similar common or private carrier or delivery method generally accepted in the locality where the Property is located, 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 postage prepaid 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. SEVERABILITY. 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 duplicate of the Note and of this Security Instrument.

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

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

18. BORROWER'S RIGHT TO 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) 90 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 lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under 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 unrelated 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 Substances 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

9356852020230

UNOFFICIAL COPY

My Commission Expires: _____

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

voluntary act, for the use and purpose therein set forth.

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

personally known to me to be the same person) whose name(s) subscribed to the foregoing instrument, appeared before

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

personally known to me to be the same person) whose name(s) subscribed to the foregoing instrument, appeared before

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

personally known to me to be the same person) whose name(s) subscribed to the foregoing instrument, appeared before

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

personally known to me to be the same person) whose name(s) subscribed to the foregoing instrument, appeared before

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

personally known to me to be the same person) whose name(s) subscribed to the foregoing instrument, appeared before

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

personally known to me to be the same person) whose name(s) subscribed to the foregoing instrument, appeared before

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

personally known to me to be the same person) whose name(s) subscribed to the foregoing instrument, appeared before

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

personally known to me to be the same person) whose name(s) subscribed to the foregoing instrument, appeared before

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

personally known to me to be the same person) whose name(s) subscribed to the foregoing instrument, appeared before

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

personally known to me to be the same person) whose name(s) subscribed to the foregoing instrument, appeared before

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

personally known to me to be the same person) whose name(s) subscribed to the foregoing instrument, appeared before

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

personally known to me to be the same person) whose name(s) subscribed to the foregoing instrument, appeared before

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

personally known to me to be the same person) whose name(s) subscribed to the foregoing instrument, appeared before

me this day in person, and acknowledged that _____ assigned and delivered the said instrument as aforesaid.

0320021865895356

UNOFFICIAL COPY

9 3 5 6 8 5 2 0

FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, not personally, but as Trustee under Trust Agreement dated 5/15/89 and known as Trust No. 1986 execute this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note or in any other instrument given in evidence of the indebtedness secured hereby shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness securing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, by the Mortgagee, the legal owner(s) or holder(s) of the Note, and by every person now or hereafter claiming any right or security hereunder, and that any recovery on this Mortgage and the Note or other evidence of indebtedness secured hereby shall be solely against and out of the premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note. All the covenants and conditions to be performed hereunder by First State Bank & Trust Company of Park Ridge are undertaken by its solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against First State Bank & Trust Company of Park Ridge, by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that First State Bank & Trust Company of Park Ridge shall have no liability, contingent or otherwise, arising out of, or in any way related to: (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the premises, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or government order relating to such hazardous materials; (iii) any lawsuit brought or threatened, settled or government order relating to such hazardous materials; and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

IN WITNESS WHEREOF, First State Bank & Trust Company of Park Ridge, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its (Assistant) Trust Officer and its corporate seal to be hereunto affixed and attested by its (Assistant) Trust Officer, this day and year first above written.

VICE-PRESIDENT

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE,
not personally, but as trustee as aforesaid

By: [Signature]
(Assistant) Trust Officer

Attest: [Signature]
(Assistant) Trust Officer VICE-PRESIDENT

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that (1) a (or) named (Assistant) Trust Officer and (Assistant) Trust Officer of FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, County of Cook, State of Illinois, whose names are subscribed to the foregoing instrument as such (Assistant) Trust Officer and (Assistant) Trust Officer, 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 of said Company for the use and purpose herein set forth; and the said (Assistant) Trust Officer, as custodian of the seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said (Assistant) Trust Officer's own and voluntary act and as the free and voluntary act of said Company for the use and purpose therein set forth.

Given under my hand and official seal, this 16th day of July, 1993.

[Signature]
Notary Public



93568520

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF THE COURT

CHIEF CLERK

W. J. ...

Property of Cook County Clerk's Office

03202250

COOK COUNTY CLERK'S OFFICE