93639609

(Space Above This Line For Reserving Date)

MORTGAGE

THIS MORTGAC'S "Security Instrument") is given on	DATED JUNE 071993 AND ENORM AS TRUST NO. 936-4 , Instrument is given to
PRAIRIE BANK AND TRUST COMPANY	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
under the laws of THE STATE OF ILLINOIS and v. 7661 S. HARLEM, BRIDGEV (E) IL 60455	
Barrower owes Lender the principal sum of SEVEN THOUSAND FI	VE. MUNDRED AND 00/100484444
dated the same date as this Security Instrument ('Note'), which provides paid earlier, due and payable onAUCUST-11-12-1296	for monthly payments, with the full debt, if not This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, modifications of the Note; (b) the payment of all other suns, who interest, ad of this Security Instrument; and (c) the performance of Borrewer's covenant and the Note. For this purpose, Borrower does hereby mortgage, which and erty located in	vanced under paragraph 7 to protect the security s and agreements under this Security Instrument convey to Lender the following described prop-
LOT 26 (EXCEPT THE SOUTH 8 FEET 8 INCHES THEPE	OF) AND THE SOUTH 13
FEET 8 INCHES OF LOT 27 IN BLOCK 14 IN F. H.	
INDUSTRIAL DISTRICT IN THE WEST 1/2 OF THE SOU TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD	THEAST 1/4 OF SECTION 18, PRINCIPAL MERIDIAN.
PIN #18 18 415 076	7 /2.
COMMON ADDRESS: 6155 SOUTH RUTHERFORD, CHICAGO	, TELLINOIS 60838 DEPT-01 RECORDINGS \$35.50
	. T#0011 RAH 6346 08/13/93 14:04:00
	・ \$4719 \$ /4・タヨーム39ムロタ COOK COUNTY RECORDER
which has the address of 6155, SOUTH, BUTHERFORD	(Chyl
llinois	93639609

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

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower was 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.

ILLINGIS - Single Family - Famile Men/Freddie Mae UNIFORM INSTRUMENT

Form 3014 W90 (page 1 of 6 pages,

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

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 detends against enforcement of the lien in, legal proceedings which in the Lender's pinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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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 the, manner, Borrower shall promptly furnish to Lender 31 notices of amounts to be paid on time directly to the person owed payment. Borrower shall promptly furnish to Lender 31 notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing

paragraphs I and 2 shall be applied: first, to any prepayment charges due unde the Note; second, to amounts payable under paragraph 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Chargest thems. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

3. Application of Payments. Unless applicable law provides conservise, all payments received by Lender under and Land Capacity and Land to amounts payable under the Mater second, to amounts payable under

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Upon payment in tull of all sums secured by this Security Instrument, Lender shall promptly reland to Borrower any Funds held by Lender. If, under paragraph 21, Lender shad acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at its virue of acquisition or sale as a credit against the sums

no more than twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the anothers permitted to be held by applicable law, Lender shall account to Horrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items whereathe, Lender may so notify Borrower in writing, and, in such case any time is not sufficient to pay the Escrow Items where Lender may so notify Borrower in writing, and, in such case any time is not sufficient to pay to Lender the amount necessary to ante the deficiency. Borrower shall make up the deficiency in

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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (uncluding Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Eurose I ender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the E crow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to pay a one-time charge for an independent real estate for make such a charge, frowever, Lender may require Borrower to pay a one-time charge for an independent real estate is made or applicable law provides otherwise. Unless an agreement is made or applicable law require, mierest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender, that interest shall be paid on the Funds. Lender shall on the Funds, showing credits and debits to the Funds. Lender shall for which each debit to the Funds was reade. The Funds are pledged as additional security for all sums secured by this Security for all sums secured by this Security

pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") fort in yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly hazard or property insurance premiums; (d) yearly hazard or property insurance premiums; (d) yearly hazard or property insurance premiums; (d) yearly the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These tender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These tender for a section flems. Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum and for a section account under the federal Real sender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real send sender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real send sender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real send amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and easonable estimates of expenditures of future Escrow fems or otherwise in accordance with applicable law.

UNFORM 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

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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 dur date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragram 2 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Fronerty 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 shift 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 in 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 oil erwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may care such a de ault and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lindon'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 no 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, do rower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leusehold 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 inforce 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 automorys 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 c. Bo rower 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.

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8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the load 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, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

PART HEREOF.

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	PRAIRIE BANK AND TRUST COMPANY MAUREEN MCCUE PROPERTY COMPANY	
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		, personally known to me to be the sam
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		STATE OF BLINOIS. See Attached Rider Fo
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	se Attached Rider for —Borrower ustee Signatory	
540 3	INK OF CHICAGO AS TRUSTEE U/T/A DATED JUNI 993 AND KNOWN AS TRUST NO, 936 4 (Seal)	
	terms and covenants contained in this Security Instrument	BY SIGNING BELOW, Borrower accepts and agrees to the and in in the and in decises executed by Borrower and recorded with it.
2		[y] Othor(s) [specify]
ر ا	L-4	Balloon Rider
3)	Development Rider Biweekly Payment Rider	
	n Rider	[Check applicable box(est] [Condominium Adjustable Rate Rider Condominium
	ore riders are executed by Borrower and recorded together each such rider shall be incorporated into and shall amend ument as if the rider(s) were a part of this Security Instrument.	with this Security Instrument, the covenants and agreements of this Security Instru- and supplement the covenants and agreements of this Security Instru-

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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.

16. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

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

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

If the Property is abandoned by Porrower, or if, after notice by Lender to Horrower that the condemnor offers to make an award or seitle a claim for danage, Horrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and upoly the proceeds, at its option, either to restoration or repair of the Property

or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and horrower otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments represed to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released: Forbearance Ev Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the reightal Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be a directed in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the animars occassary 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 Nove or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

in this paragraph.

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

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

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

Property or Cook County Clerk's Office

This Document is signed by BANK OF CHICAGO, not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO is hereby expressly waived by the parties hereto and their respective successors and assigna. All warranties, cormants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO as trustee.

BANK OF CHICAGO, AS TRUSTEE
UNDER TRUST AGREEMENT DATED 6/7/93
AND KNOWN AS TRUST NUMBER 93-6-4
AND NOT INDIVIDUALLY.

BY: Georgean C. Comes

ITS LAND TRUST OFFICER

BY: Medium ITS: Assistant Vice President

STATE OF ILLINOIS)

5.5.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of BANK OF CHICAGO, a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth, pursuant to authority given by the Board of Directors of said Corporation did affix said corporate seal to the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of August ,1993

NOTARY PUBLIC