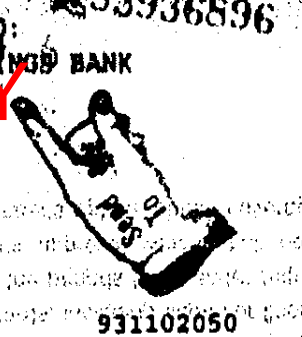


First American
2070463

UNOFFICIAL COPY

WHEN RECORDED RETURN TO:
MIDAMERICA FEDERAL SAVINGS BANK
1001 S WASHINGTON ST.
NAPERVILLE, IL 60566



93936896

931102050

(Place Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 15TH, 1993**. The mortgagor is

Pinnacle Bank fka First National Bank of Cicero
Cicero Bank Trust, as Trustee under Trust Agreement dated 03/07/89, and known as Trust

No. 9692

("Borrower"). This Security Instrument is given to **MIDAMERICA FEDERAL SAVINGS BANK**

which is organized and existing under the laws of **UNITED STATES OF AMERICA**, and whose address is **1001 S. WASHINGTON ST. NAPERVILLE, IL 60566**

("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100**

Dollars (U.S. \$ **112,500.00**).

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 **DECEMBER 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:

See Attached Legal Description

DEPT-01 RECORDING \$35.50
79000 TRAN 4980 11/17/93 10:09:00
93-936896
COOK COUNTY RECORDER

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P.I.N. 16-32-213-017
which has the address of **3408 S. 59TH ST.**

CICERO (City)

Illinois **60650** ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected 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. 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.

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1. Payment of principal and interest. Borrower and Lender covenant and agree as follows:
and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
Borrower shall promptly pay when due the principal of
the debt evidenced by the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments
which may be levied against the Property, (b) yearly fire insurance premiums, (c) any hazard or property insurance
premiums, (d) any mortgage insurance premiums, (e) any hazard or property insurance premiums, (f) any fire insurance
premiums, (g) any other taxes, charges, fees and assessments due under the Note, (h) any other taxes, charges, fees and
assessments due under the Note, (i) any other taxes, charges, fees and assessments due under the Note, (j) any other
taxes, charges, fees and assessments due under the Note, (k) any other taxes, charges, fees and assessments due
under the Note, (l) any other taxes, charges, fees and assessments due under the Note, (m) any other taxes, charges,
fees and assessments due under the Note, (n) any other taxes, charges, fees and assessments due under the Note,
and (o) any other taxes, charges, fees and assessments due under the Note.
2. Prepayment. Borrower may prepay the principal of the Note at any time and in any amount. If the amount of the
Funds held by Lender exceeds the amount of principal then due, Lender may so notify Borrower in writing, and in such case Borrower shall pay to Lender
the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at
Lender's sole discretion.
3. Application of payments. Lender shall apply the Funds held by Lender to the acquisition or sale of the Property, shall
and shall be applied first to any prepayment charges due under the Note, second to amounts payable by Lender under paragraph 1
hereof due, then, to principal due, and last to any late charges due under the Note. Lender shall promptly refund to Borrower any Funds held by
Lender at the time of acquisition or sale of the Property, and Lender shall make up the deficiency in no more than twelve monthly payments, at
Lender's sole discretion.
4. Charges; taxes. Borrower shall pay all taxes, assessments, charges, fees and impositions levied or payable under paragraph 2, third, or
any other priority over the Security Instrument, and Lender shall promptly 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. Lien. The holder of the Security Instrument, in the event of a foreclosure, shall have priority over the Security Instrument, unless Borrower makes these
payments from the holder of the Security Instrument in the manner acceptable to Lender, (b) contests in good faith the enforcement of the lien, or (c)
consents in writing to the enforcement of the lien by or defends
the giving of notice.
6. Hazard or property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property
insured against loss by the hazards included in the term "extended coverage" and any other hazards, including floods or flooding,
for which the Lender requires insurance. The insurance shall be maintained in the amount and for the periods that Lender requires.
7. Lender's rights in the Property in accordance with paragraph 2, third, shall not be affected by the provisions of this section, and Lender shall not be
obligated to obtain coverage to protect Lender's rights in the Property in accordance with paragraph 2, third, shall not be affected by the provisions of this section, and Lender shall not be
obligated to obtain coverage to protect Lender's rights in the Property in accordance with paragraph 2, third, shall not be affected by the provisions of this section, and Lender shall not be

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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 due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damages to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement 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 reinstate, 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 fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the 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.

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

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

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

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

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. Transfer of the Property or a beneficial interest in Borrower, if all or any part of the Property or any interest in it 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.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

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

20. 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.

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23. The Borrower hereby agrees to pay to the Lender the amount of the debt secured by this Security Instrument...

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- | | | | | | |
|--------------------------|-------------------------|--------------------------|--------------------------------|--------------------------|------------------------|
| <input type="checkbox"/> | Adjustable Rate Rider | <input type="checkbox"/> | Condominium Rider | <input type="checkbox"/> | 1-4 Family Rider |
| <input type="checkbox"/> | Graduated Payment Rider | <input type="checkbox"/> | Planned Unit Development Rider | <input type="checkbox"/> | Biweekly Payment Rider |
| <input type="checkbox"/> | Balloon Rider | <input type="checkbox"/> | Rate Improvement Rider | <input type="checkbox"/> | Second Home Rider |
| <input type="checkbox"/> | VA Rider | <input type="checkbox"/> | Other(s) (specify) | | |

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

Witnesses: _____ (Seal) Borrower

_____ Social Security Number _____ (Seal) Borrower

_____ Social Security Number _____ (Seal) Borrower

CICERO LAND TRUST Social Security Number _____ (Seal) Borrower

STATE OF ILLINOIS, _____ County as: _____ a Notary Public in and for said county and state do hereby certify

that _____ personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this _____ day of _____

My Commission Expires: _____ Notary Public

This instrument was prepared by: KENNETH KORANDA 1001 S. WASHINGTON ST. NAPERVILLE, IL 60566

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Property of Cook County Clerk's Office

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PARCEL 1:

LOT 4 IN BLOCK 4 IN CICERO TERRACE, BEING A SUBDIVISION OF ALL THAT PART LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO MADISON AND NORTHERN RAILWAY COMPANY (EXCEPT STREETS AND HIGHWAYS HERETOFORE DEDICATED) OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 IN BLOCK 4 IN CICERO TERRACE, BEING A SUBDIVISION OF ALL THAT PART LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO MADISON AND NORTHERN RAILWAY COMPANY (EXCEPT STREETS AND HIGHWAYS HERETOFORE DEDICATED) OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office
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THIS SLIDER IS ATTACHED HERETO AND MADE A PART OF THAT CERTAIN MORTGAGE DATED NOVEMBER 15, 1993 TO MID AMERICA FEDERAL SAVINGS BANK

THIS DOCUMENT is executed by Pinnacle Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon it as such Trustee (and said Pinnacle Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Pinnacle Bank personally or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained liability, if any, being expressly waived, by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its said Pinnacle Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Pinnacle Bank, not personally but as Trustee as aforesaid, has caused this document to be signed by its Vice-President corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

PINNACLE BANK, as Trustee under Trust No. _____ and not p

By [Signature] VICE

Attest [Signature] ASSISTANT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY

Vice-President of PINNACLE BANK, and

Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they executed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as such Assistant Secretary, did affix the corporate seal of said Bank, to said instrument as said Assistant Secretary's own free and voluntary act as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of November

[Signature]
Notary Public

