

PREPARED BY:
MARYN HERSHEY
LIBERTYVILLE, IL 60040
1201 S. MILWAUKEE AVENUE

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This loan is payable in full at maturity. You must repay the entire principal balance of the loan and unpaid interest, then due. The lender is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender, which may be the lender you have this loan with, willing to lend you the money. If you re-finance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same lender.

RECORD AND RETURN TO:

AMERICAN NATIONAL BANK OF LIBERTYVILLE
1201 SOUTH MILWAUKEE AVENUE
LIBERTYVILLE, ILLINOIS 60040

(Space Above This Line For Recording Data)

879014 94847130

MORTGAGE

THE TERMS OF THIS LOAN, WHICH IS MADE AND DELIVERED IN THE STATE OF ILLINOIS, CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 21, 1994. The mortgagor is MARK P. CULHANE AND MARY ALICE CULHANE, HUSBAND AND WIFE

DEPT-01 RECORDING DEPT-01 REC'D 09/29/94 14136100
T80000 TRAN 9557 09/29/94 14136100
97028 C.J. #94-847130
COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to AMERICAN NATIONAL BANK OF LIBERTYVILLE

which is organized and existing under the laws of UNITED STATES OF AMERICA and which address is 1201 SOUTH MILWAUKEE AVENUE, LIBERTYVILLE, ILLINOIS 60040 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED NINETY SIX THOUSAND AND 00/100

Dollars (U.S. \$ 196,000.00).

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 AS SPECIFIED IN THE NOTE. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all foreclosures, 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 6 IN BLOCK 4 IN MICHAELJOHN TERRACE UNIT NUMBER 11 BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

94847130

which has the address of 377 WEST KATHLEEN, PARK RIDGE, Illinois 60068 ("Property Address"); Zip Code 60068

Street, City

ILLINOIS Single Family Home/Mobile Home UNIFORM INSTRUMENT
CRIM (GRILL) 101011 VMP MORTGAGE FORM # 1213283-0100-10001621-7201

Form 3014-0/00

UPD-1000

10/1/93

Initials *Mac*

3/1/94

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D44
Form 301d 8/80
080 1000

Date _____

Official Note

more of the auctions set forth above within 10 days of the filing of notice. The Security Instruments, under the above provisions shall affect any part of the Property as follows: (a) Auctions from the holder of this Note in which there is no bidder or the bid does not exceed the amount of the Note or (b) Auctions from the holder of this Note in which the bid exceeds the amount of the Note and there is no bidder or the bid does not exceed the amount of the Note and the bidder is not a party to this Note.

If Borrower fails to pay amounts due under this Note, the holder of this Note may require payment of the same prior to the date of the auction by giving notice to the holder.

If the person so paid fails to pay amounts due under this Note, the holder of this Note may require payment of the same prior to the date of the auction by giving notice to the holder.

4. **Chattels.** Borrower shall pay all taxes, assessments, charges, expenses, and household furnishings in the amount provided in paragraph 2, or if not paid in full in that manner, Borrower shall pay directly over this Note, Borrower shall pay directly over this Note, and Borrower shall pay directly over this Note to Lender, to any trustee or garnishee who has obtained judgment against Borrower in an action brought under paragraph 2.

5. **Acceleration of Payments.** Unless otherwise law provides otherwise, all payments made by Lender under paragraph 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

6. **Assignment.** This Note may be assigned by Lender at any time under the Note.

7. **Borrower's Right to Demand Payment.** If Lender holds any funds held by Lender at the time of acceleration or sale as a credit against the sum received by Lender for the sale of the Property, Lender, prior to the sale of the Property, shall apply any funds held by Lender under paragraph 2 to any taxes, assessments, charges, expenses, and household furnishings which have accrued by Lender prior to the date of the auction.

8. **Waiver of Interest.** Lender shall waive the requirement to pay directly over this Note, if the amount of such funds held by Lender under paragraph 2, Lender shall pay directly over this Note as a credit against the sum received by Lender for the sale of the Property, prior to the date of the auction.

9. **Waiver of Waiver.** Lender shall waive the requirement to pay directly over this Note, if the amount of such funds held by Lender under paragraph 2, Lender shall pay directly over this Note as a credit against the sum received by Lender for the sale of the Property, prior to the date of the auction.

10. **Waiver of Waiver.** Lender shall waive the requirement to pay directly over this Note, if the amount of such funds held by Lender under paragraph 2, Lender shall pay directly over this Note as a credit against the sum received by Lender for the sale of the Property, prior to the date of the auction.

11. **Waiver of Waiver.** Lender shall waive the requirement to pay directly over this Note, if the amount of such funds held by Lender under paragraph 2, Lender shall pay directly over this Note as a credit against the sum received by Lender for the sale of the Property, prior to the date of the auction.

12. **Waiver of Waiver.** Lender shall waive the requirement to pay directly over this Note, if the amount of such funds held by Lender under paragraph 2, Lender shall pay directly over this Note as a credit against the sum received by Lender for the sale of the Property, prior to the date of the auction.

13. **Waiver of Waiver.** Lender shall waive the requirement to pay directly over this Note, if the amount of such funds held by Lender under paragraph 2, Lender shall pay directly over this Note as a credit against the sum received by Lender for the sale of the Property, prior to the date of the auction.

14. **Waiver of Waiver.** Lender shall waive the requirement to pay directly over this Note, if the amount of such funds held by Lender under paragraph 2, Lender shall pay directly over this Note as a credit against the sum received by Lender for the sale of the Property, prior to the date of the auction.

15. **Waiver of Waiver.** Lender shall waive the requirement to pay directly over this Note, if the amount of such funds held by Lender under paragraph 2, Lender shall pay directly over this Note as a credit against the sum received by Lender for the sale of the Property, prior to the date of the auction.

16. **Waiver of Waiver.** Lender shall waive the requirement to pay directly over this Note, if the amount of such funds held by Lender under paragraph 2, Lender shall pay directly over this Note as a credit against the sum received by Lender for the sale of the Property, prior to the date of the auction.

17. **Waiver of Waiver.** Lender shall waive the requirement to pay directly over this Note, if the amount of such funds held by Lender under paragraph 2, Lender shall pay directly over this Note as a credit against the sum received by Lender for the sale of the Property, prior to the date of the auction.

18. **Waiver of Waiver.** Lender shall waive the requirement to pay directly over this Note, if the amount of such funds held by Lender under paragraph 2, Lender shall pay directly over this Note as a credit against the sum received by Lender for the sale of the Property, prior to the date of the auction.

19. **Waiver of Waiver.** Lender shall waive the requirement to pay directly over this Note, if the amount of such funds held by Lender under paragraph 2, Lender shall pay directly over this Note as a credit against the sum received by Lender for the sale of the Property, prior to the date of the auction.

20. **Waiver of Waiver.** Lender shall waive the requirement to pay directly over this Note, if the amount of such funds held by Lender under paragraph 2, Lender shall pay directly over this Note as a credit against the sum received by Lender for the sale of the Property, prior to the date of the auction.

INTEGRAL COVENANTS. Borrower and Lender covenant and agree as follows:

1. THIS SECURITY INSTRUMENT constitutes a valid and binding agreement creating a valid mortgage.

2. Lender shall have power to foreclose on the property at any time for non-payment of any amount due under this Note.

3. Payments of principal and interest, Premium and late charges, attorney fees and other amounts due under this Note.

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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 carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of 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 4 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property; allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 12, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums 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 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 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 and treat these payments as a loss reserved in lieu of mortgage insurance. Loss reserve

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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 on or the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify, for reinstatement), before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonably attorneys' fees; and (d) takes such action as Lender may reasonably require to ensure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue 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 Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17, unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

DPS-1003
Form 3014 9/90

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0881090
Form 304d - 0790

RECEIVED
11/16/95
OFFICIAL SEAL
CLERK OF THE ILLINOIS
STATE BAR ASSOCIATION
11/16/95
NOTARY PUBLIQUE

RECEIVED
11/16/95
NOTARY PUBLIQUE

This instrument was prepared by:

My Commission Expires 11/16/95

(above under my hand and affidavit said, the 21st day of September 1995 signed and delivered the said instrument to THE LEGAL FEE AND EXPENSES for the use and purpose therein set forth above, dated to the foregoing instrument, appended before me this day in person, and acknowledged that THE LEGAL FEE AND EXPENSES personally known to me to be the author prepared it while in my possession.

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS
and MARK B. CULHANE AND MARY ALICE CULHANE, HUSBAND AND WIFE
do hereby declare and certify under pain of perjury that they do hereby certify
that the foregoing instrument was executed by them in their capacity as husband and wife.

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

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

- [Check applicable boxes]
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 this Security Instrument as if the rider(s) were a part of this Security Instrument.
 Admissible Rider
 Conditional Rider
 1-4 Family Rider
 Biweekly Payment Rider
 Standard Payment Rider
 Planmed Unit Development Rider
 Biweekly Paymount Rider
 Rate Impovement Rider
 Second Home Rider
 Other(s) [Specify]

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.

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