

# UNOFFICIAL COPY

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\$31.00

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145796 TRAN 5628 03/31/94 16:22:09

#3617 4-1-1 8...94-294701  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **March 30, 1994**  
The mortgagor is **Louis E. Mercier and Diana M. Mercier, his wife**

(“Borrower”). This Security Instrument is given to  
**First National Bank of Illinois, a National Banking Assoc.**,  
which is organized and existing under the laws of **United States of America**,  
and whose address is  
**3256 Ridge Road, Lansing, Illinois**

(“Lender”). Borrower owes Lender the principal sum of  
**Sixty Five Thousand and NO/100-----**  
Dollars (U.S. \$ **65,000.00**). 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  
**April 1, 2014**. 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

County, Illinois:

Cook

Lots 346 and 349 in Schultz Park, being a Subdivision in the South  $\frac{1}{2}$  of the  
South West  $\frac{1}{4}$  of Section 32, Township 36 North, Range 15, East of the Third Principal  
Meridian, in Cook County, Illinois, according to the Plat thereof, filed in the  
Recorder's Office of Cook County, Illinois, June 1, 1927, as Document Number  
9670668.

P.I.N. 30-32-321-004 & 30-32-321-006-0000

which has the address of

**18443 Roy Street**

[Street]

Illinois **60438**

[Zip Code]

(“Property Address”);

**Lansing**

[City]

**ILLINOIS**- Single Family - Fannie Mae/Freddie Mac **UNIFORM INSTRUMENT**  
ITEM 1076 (9202)

31.  
FM

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■  
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Form 3014-998 page 6 of 6 pages

FAX 251

Lansing, IL 60438

(Address)

3256 Ridge Rd.  
(Name)

This instrument was prepared by and mailed to:

Santa Publio

My Commission Expires Sept 3, 1993  
Notary Public, State of  
Kathy A. Pletsch  
"OFFICIAL SEAL"

At my commission expires 9/7/94

day of March 1994

Given under my hand and affixed seal this 30th

of

and delivered the said instrument at \_\_\_\_\_ where it

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged they

are personally known to me to be the same persons (whose names) \_\_\_\_\_

do hereby certify that Louis E. Merceter and Diana M. Merceter, his wife

, a Notary Public in and for said county and state,

(County as)

STATE OF ILLINOIS, Cook

(Seal)

Borrower  
(Seal)

(Seal)

Borrower  
(Seal)

Witness:

Diana M. Merceter

louis E. Merceter

BY SIGNING HEREON, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this  
Security instrument and in any rider(s) executed by Borrower and recorded with it.

(Check if applicable boxes)

- Adjustable Rate Rider
- Continguity Rider
- 1-4 Family Rider
- Creditbased Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Ballloon Rider
- Second Home Rider
- Rate Improvement Rider

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 boxes)

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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 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 substance(s): 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 that 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.

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**5. Hazard of Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the lots described in the Deed of Trust in good repair, free from all hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

However, if the party of the defendant availed by the law in a manner incapable of rendering effectual to the plaintiff in point of time (as appears), it may then avail him to sue the defendant for damages.

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 of this note if not paid in due manner. Borrower shall pay him on time directly to the person named below. Borrower shall promptly furnish to Lender all notices of demands to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing

**A. Application of Penalties.** Unless otherwise provided by law, penalties imposed by law under paragraphs 1 and 2 shall be applied; first, to any preparatory changes the Note secures, in amounts payable under paragraph 2, and second, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

Leander shall apply any funds held by Leander at the time of acquisition or sale as a credit against the sums payable to the Property, shall apply any funds held by Leander at the time of acquisition or sale as a credit against the sums

In the following section we turn to a more detailed analysis of the dynamics of the equilibrium solution. We first show that the steady state is unique and stable under some conditions. Then we study the effect of the parameters on the steady state.

The funds shall be held in an institution whose deposits are insured by a federal agency, ultimately, or entirely, to satisfy debts or obligations to public entities.

1. Payment of Prejudicial 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.

**UNIFORM COVENANTS.** However, and under certain conditions, it may be necessary to include certain covenants in the property.

**THIS SECURITY INSTRUMENT** combines uniform conventions for notarial use and non-notarial conveyances with

**HORNOWER COVINGTONS** their Borrower is lawfully seized of the estate hereby conveyed and has the right to defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

EXCLUDED FROM THE SECURITY AGREEMENT. EXCEPT AS PROVIDED IN THE SECURITY AGREEMENT, THE SECURITY AGREEMENT SHALL NOT APPLY TO THE PROPERTY OF THE BORROWER'S SUBSIDIARIES, WHICH PROPERTY IS EXCLUDED FROM THE SECURITY AGREEMENT.

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1811-1812 88-11 1000 0001 0053  
■ 100 100000 0000 0000

**Sample Address:** 1234 SUNNYBROOK INSTRUMENTS • **Telephone:** 555-1234 • **Fax:** 555-9876 • **E-mail:** info@sunnybrook.com

<sup>101</sup> Goudeneuve, "The proceeds of any award or claim for damages, direct or consequential, in connection with any

**9. Inspection.** Landlord or his agent may make reasonable entries upon and inspections of the Property. Landlord shall

Any anomalies displayed by Leader under this paragraph 7 shall become additional detail of Borrower's account by this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding

In conclusion, the present study shows that the *in vitro* performance of the two *Escherichia coli* strains used in this work is similar.

7. Protection of Landers' Rights in the Property. If someone fails to perform the covenants and agreements contained in this Security Instrument, after giving notice, the Lenders' rights in the property shall be affected.

(iii) less Leander and Thornton otherweise in writing, any application of proceeds to principal shall not exceed or  
postpone the date of the nonnegotiable payables referred to in paragraphs 1 and 2 or change the amount of the payments. It  
under paragraph 2, the Proprietor is entitled by Leander, Thornton's right to any insurance policies and proceeds received by this Security  
from damage to the property prior to the acquisition shall pass to Leander to the extent of the sums secured by this Security

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold die 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 all renewals shall be placed at the expense of the insured.

periods than leader-repliers. The instances where the instances than be chosen by Bimoverer subjects to leaders appeared which shall not be mentioned withheld. It however fails to measure coverage described above. Leader may, in addition, obtain a certain amount of information about the other players' strategies in the previous period.

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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 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 condemnor 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 the due date of (a) monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** 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 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 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 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 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, forbear 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.

**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) 5 days (or such other period as

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