PRIST CHICAGO UNOFFICIAL COPY

Home Equity Loan

94366992

Mortgage

	E ("Security instrument") is given on	APRIL 18	, 1994	. The mortgage	OF
	Alanka Mark Mark I	mal Bash and at		("Borrower"	<u>').</u>
i me Security Instrun	ment is given to The First Natio	mai Bank of Ch	IIDIO	m col Beauta-	,
whose address is _Q	me First National Plaza, Ch	icago , lilinois	60670 ("Lundor	Borrower owe	
	sum of FIVE THOUSAND AND NO				-
Dollars (U.S. \$	5,000,00). This debt is evide	inced by Borrower'	s note dated the	same date as th	is
Secumy Instrument Davable on 04	("Note"), which provides for monthly 1/05/99 . This Security in	payments, with the	tulidebt, it not pai o tender: (a) the	d eanier, due an renevment of th	ICI No.
	the Note, with interest, and all renews				
other sums, with into	terest, advanced under paragraph 7 (to protect the secu	rity of this Securit	y Instrument: an	d.
(c) the performance	of Borrower's covenants and agreen wer does hereby mortgage, grant ar	nents under this Sec	curity instrument a	ind the Note, Fo	or ·
	okCounty, Illinois:	id convey to bend	a ma michicand d	aschoed broben	У
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	reference Opcione of the re-	19	10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	• • • •	:
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at the transfer of the	The state of a set state to the second of the second	Assert to the second of the second	COOK COUNTY	RECORDER	
	gapa a sata yata sa aa waxii laa a a gab	Problem Commence (1996)			i
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	in it (stout tests of the first to the form).	1.			:
•	umber: 07-30-413-001.)_		1 .	
which has the addres	ss of 808 WHITEBRIDGE	<u></u>	Н	ANOVER PARK]
Minois <u>60103</u> (F	Property Address*):	$^{\star}O_{x}$			
TOGETHER WIT	TH all the improvements now or herea	ifter erested on the	property, and all a	asements richts	
appurtenances, rents	s, royalties, mineral, oil and gas righ	nts and profis, wat	or rights and stoo	k and all fixture	8
	part of the property. All replacements			by this Securit	у
instrument. All of the	e foregoing is referred to in this Secur	ny instrument 20 to	e "Property".		1
BORROWER CO	OVENANTS that Borrower is lawfully a	elsed of the estate	hreby conveyed	and has the righ	ut
to mortgage, grant a	and convey the Property and that the	Property is unencu	im pered, except fo	or encumbrance	a i
or record. Borrower Bublect to any encur	warrants and will defend generally the horances of record. There is a prior n	e title to the Proper	πy a μinst all cluin	ns and demands	
	dated 08/23/93 a	nd recorded with ti	he COOL	unty Recorder o	. I
Deeds on 04/05/94	4 as document number 9430394	7 Prior Mo	rtgage"):)	
TUIC CECURITY	/ INICTOLINENT combines			3	.
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UNIFORM COVE	NANTS. Borrower and Lender cover	ant and agree as fo	:swolk		- 1
1. Payment of Payment of Payment of a	rincipal and Interest; Prepayment a	nd Late Charges.	Borrower shall pr	omptly pay wher	2
lue the principal of a Inder the Note.	and interest on the debt evidenced by	y the Note and any	prepayment and	iate charges due	•
2. Application of	of Payments. Unless applicable law	provides otherwise	. all payment rec	elved by Lender	.
under paragraph 1 s	shall be applied; first, to accrued inte	rest; second, to pa	st due insurance:	third, to current	j
billed insurance; fou	arth to past due principal; fifth, to co	urrons billed princip	oal; sixth, to char	jus; suventh, to	· i
principiu duo; and las 3. Charcas: 1 lan	st, to accrued but unbilled insurance, ns. Borrower shall pay all taxes, asse	esemente charace	tines and imposit	ione ettributable	- 1
to the Property which	ch may attain priority over this Secu	refer forther to the Dust	THE STATE OF THE SECOND	TOTAL STATE OF THE	- 1
	ar may ammi browns assi nine and	nny manuniera. An	ng l egte ucku davu	MOUTE OF GLOUNG	
rents, s any. Borrow	ver shall pay them on time directly to aptly furnish to Lender all notices of	the person owed i	payment. Upon L	ender's request.	- 1

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Borrower shall promptly discharge any ilen which has priority over this Security instrument except for the Prior Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the light in it manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the light in least proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or fortilities. in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the ilen or folis of any part of the Property; 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

promptly furnish to Lender receipts evidencing the payments.

to a lien which may attain priority over this Security Instrument except for the Prior Mortgage, Lender may give U

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Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above with 10 days of the giving of notice.

4. Hazard Insurarice. 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 falls 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 6.

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 linearance 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 paragraph 1 or change the amount of the payments. If under paragraph 25 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.

5. Preservation and Maintenance of Property; Borrower's Application; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. 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 16, 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 tains or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in contraction with the loans evidenced by the Agreement. If this Security Instrument is on leasehold, Borrower shall comply, with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding the may significantly affect Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemns ion 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 light which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entening on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of periodent, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with inverest, upon notice from Lender to Borrower requesting payment.

7. 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.

8. 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, 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.

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 falls 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 the monthly payments referred to in paragraph 1 or change the amount of

such payments.

9. Borrower Not Released; Forbearance By 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 original Borrower or Borrower's successors in

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Mortgage

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.

- 10. 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 18. 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.
- 11. 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 product 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 rejucing 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.
- 12. Legislation Affect of Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 20. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of pring raph 16.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mall unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other eddress Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mall to Linder'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.
- 14. Governing Law; Severability. This Security increment 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.
- 15. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument.
- 16. 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 rest or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at the 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 falls to pay these sums price to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall be the have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) E says (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 had no acceleration 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 is no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

18. 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.

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As used in this paragraph 18, "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 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. No Defaults. The Borrower shall not be in default of any provision of the Prior Mortgage or any other

mortgage secured by the Property.

- 20. 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 paragraphs 12 and 16 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 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 21. Lender in Possession. Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the cosis of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on ecoiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
- 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 waive an right of homestead exemption in the Property.

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 agree nen a 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with the Security Instrument. Barrowe Borrower SHARON DALLAGLIO This Document Prepared By: _ The First National Bank of Chicago, 120 East Wesley Street, Wheaton, Illinois 60187 --- (Space Below This Line For Acknowlegment) -STATE OF ILLINOIS, COOK _ County ss: I, KINCE AL. COMO., a Notar contify that ARTHUR A ANDERSEN AND CHERYL L ANDERSEN, HIS WIFE _, a Notary Public in and for said county and state, do hereby personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 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 _ My Commission expires: OFFICIAL SEAL KALEE M OLSON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JAN. 12 1910