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DEPT-01 RECORDING \$31.50
T#0014 TRAN 8452 11/07/95 15:05:00
\$4995 + JIW *-95-767281
COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 25, 1995 The mortgagor is BRUCE C. LUNDIN AND FRANCES P. LUNDIN, HIS WIFE, IN JOINT TENANCY

("Borrower"). This Security Instrument is given to WESTERN SPRINGS NATIONAL BANK AND TRUST

which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 4456 WOLF ROAD, WESTERN SPRINGS, IL 60558

("Lender"). Borrower owes Lender the principal sum of FIFTY-FIVE THOUSAND AND NO/100 ***** Dollars (U.S. \$ 55,000.00). 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 NOVEMBER 5, 2002 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 sum, 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:

THAT PART LOT 6 AND 7 IN BLOCK 12, IN EAST HINSDALE, IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6, SAID CORNER BEING THE INTERSECTION OF THE WESTERLY LINE OF PROSPECT AVENUE WITH THE NORTHERLY LINE OF WALNUT STREET, AS NOW LAID OUT, RUNNING THENCE WESTERLY ALONG THE NORTHERLY LINE OF WALNUT STREET, A DISTANCE OF 200 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH SAID NORTHERLY LINE OF WALNUT STREET, A DISTANCE OF 138.3 FEET; THENCE EASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 55.65 FEET, SAID STRAIGHT LINE IF PRODUCED EASTERLY WOULD INTERSECT THE WESTERLY LINE OF PROSPECT AVENUE AT A POINT 175.4 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF LOT 6; THENCE SOUTHERLY ALONG A STRAIGHT LINE THAT IS PARALLEL TO THE WESTERLY LINE OF PROSPECT AVENUE, A DISTANCE OF 148.3 FEET TO THE NORTHERLY LINE OF WALNUT STREET, THENCE WESTERLY ALONG THE NORTHERLY LINE OF WALNUT STREET, A DISTANCE OF 50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. 18-06-400-028 FIRST AMERICAN TITLE INSURANCE # 1487855

which has the address of 1322 WALNUT STREET, WESTERN SPRINGS, IL 60558
(Street) (City)

Illinois ("Property Address");
(Zip Code)

ILLINOIS—Single Family—Fannie Mae Freddie Mac (UNIFORM INSTRUMENT

BANKERS SYSTEMS INC. ST. LOUIS, MO 63101-1211 FORM NO. 14-26-91

Form 3014 9.90 (page 1 of 6 pages)

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BANKERS GUARANTIES INC. ST. CLAUDIO MN 9602 (1800 397 2415) FORM NO. 10-2691

Form 3014 9-90 (page 2 of 6 pages)

and may attorney for the Lender or take one or more of the actions set forth above without 10 days of the giving of notice, Borrower shall prior to the filing of this Security Instrument, transfer over this Security Interest in the Note to a Lender who shall have attorney priority over this Security Interest and, if Lender demands, shall pay for the expenses of recording the instrument of transfer or (c) secures from the holder of the Note a written satisfaction of Lender's claim against the Note or a Lender's agreement to release the Note in the event of the death of the Noteholder, Borrower shall upon demand of the Noteholder, pay the Note in full to the Noteholder, or (d) secures from the Noteholder a written assignment of the Note to a third party, or (e) secures from the Noteholder a written assignment of the Note to a Lender by, or (f) secures from the Noteholder a written assignment of the Note to a Lender by a power of attorney.

Property which may attain priority over this Security Instrument. Lender shall pay for the expenses of recording the instrument of transfer or (c) secures from the Noteholder a written assignment of the Note to a third party, or (d) secures from the Noteholder a written assignment of the Note to a Lender by, or (e) secures from the Noteholder a written assignment of the Note to a Lender by a power of attorney.

Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions payable under paragraphs 1 and 2 shall be applied first, to any prepayment of the Note, second, to amounts payable under

Application of Payments. Lender shall apply over this Security Interest unless otherwise provided in the Note.

Secured by this Security Interest. Funds held by Lender at the time of acquisition of a credit against the sum

Lender for the excess funds held by Lender. The amount necessary to make up the deficiency, Borrower shall make up the such case Borrower shall pay to Lender, the amount necessary to make up the deficiency, Borrower in writing, and, in such case as any time is not sufficient to pay the excess items within due, Lender may so notify Borrower in writing, if the amount of the funds held by Lender exceeds the amount permitted to be held by applicable law, Lender shall make up the deficiency in no more than twelve months after a sole discretion.

Funds held by Lender for which each deposit to the funds was made. The funds are pledged as additional security for all sums secured by this Security Interest.

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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 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 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 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 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 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

Form 3014 9-90 (page 3 of 4 pages)

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Form 3014 9-90 (prior to 1/1/90)

Required to be self-titled.

be given effect without the Property is located. In the event that any provision of this Security Instrument and the Note are contradicted in writing by law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect.

13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note which can be given effect under applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are contradicted in writing by law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by telephone or mail to the address of the Lender's office at any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mail to the address of the Lender or any other address provided for in this Security Instrument or the Note which can be given effect.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this paragraph.

15. Payment of Taxes. If the Lender makes payment of taxes or assessments levied or collected by any authority or agency of the state or local government or any political subdivision of the state or local government, the Lender may deduct such amount from the principal balance due under the Note.

The Lender may deduct the amount of any such tax or assessment from the principal balance due under the Note if the Lender has received a written notice from the appropriate authority or agency indicating that the Lender is liable for such tax or assessment and if the Lender has given the appropriate authority or agency a copy of this Note.

16. Borrower Not Released; Forgiveness Note; Waiver. This Security Instrument shall bind and benefit the successors and assigns of Borrower, and shall be binding upon Borrower and his heirs, executors, administrators, and assigns, and shall not be a waiver of or preclude the exercise of any right or remedy.

If the Note is paid in full, the Lender may deduct the amount of such tax or assessment from the principal balance due under the Note if the Lender has received a written notice from the appropriate authority or agency indicating that the Lender is liable for such tax or assessment and if the Lender has given the appropriate authority or agency a copy of this Note.

17. Security Instruments shall bind and benefit the successors and assigns of Borrower. This Security Instrument shall bind and benefit the successors and assigns of Borrower, and shall be binding upon Borrower and his heirs, executors, administrators, and assigns, and shall not be a waiver of or preclude the exercise of any right or remedy.

18. Successors and Assigns Found; Joint and Several Liability; Co-signers. The co-signers and beneficiaries of this Security Instruments shall bind and benefit the successors and assigns of Borrower, and shall be liable for the payment of the principal balance due under the Note.

19. Waiver of Right to Set Off. The Lender may not set off any amounts due under the Note against any other amount due under the Note.

20. Waiver of Right to Substitution. The Lender may not substitute any other person or persons for Borrower, and shall not be liable for any amounts due under the Note.

21. Waiver of Right to Garnishment. The Lender may not garnish any amount due under the Note.

If the Lender is substituted for Borrower, the Lender may not garnish any amount due under the Note.

The Lender may not garnish any amount due under the Note if the Lender has given notice to the appropriate authority or agency indicating that the Lender is liable for such tax or assessment and if the Lender has given the appropriate authority or agency a copy of this Note.

If the Note is paid in full, the Lender may garnish the amount due under the Note if the Lender has given notice to the appropriate authority or agency indicating that the Lender is liable for such tax or assessment and if the Lender has given the appropriate authority or agency a copy of this Note.

22. Waiver of Right to Foreclosure. The Lender may not foreclose on the Note, unless the Note is paid in full, or the Lender has given notice to the appropriate authority or agency indicating that the Lender is liable for such tax or assessment and if the Lender has given the appropriate authority or agency a copy of this Note.

23. Waiver of Right to Foreclosure. The Lender may not foreclose on the Note, unless the Note is paid in full, or the Lender has given notice to the appropriate authority or agency indicating that the Lender is liable for such tax or assessment and if the Lender has given the appropriate authority or agency a copy of this Note.

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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 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 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.

Form 3014 9-90 (page 5 of 6 pages)

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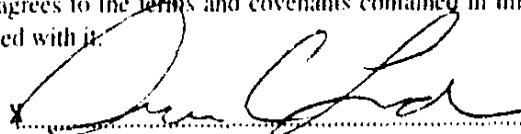
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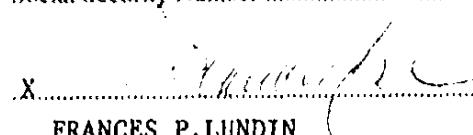
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument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

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) [specify] **ASSIGNMENT OF RENTS**

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


..... (Seal)
BRUCE C. LUNDIN - Borrower

Social Security Number 355-40-0078


..... (Seal)
FRANCES P. LUNDIN - Borrower

Social Security Number 359-54-2703

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, County ss:

I, Notary Public in and for said county and state, certify that Bruce C. Halvorson
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 / she
signed and delivered the instrument as his / her free and voluntary act for the uses and purposes therein
set forth.

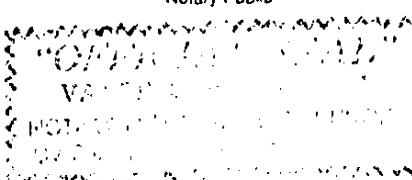
Given under my hand and official seal, this 21st day of October 1990.

My Commission expires:

Notary Public

PREPARED BY AND RETURN TO:

Western Springs National
Bank and Trust
4456 Wolf Road
Western Springs, IL 60558
Attn: Vance E. Halvorson, V.P.



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