

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

BRIDGEVIEW BANK AND TRUST COMPANY
7940 South Harlem Avenue
Bridgeview, IL 60455

95010203

WHEN RECORDED MAIL TO:

BRIDGEVIEW BANK AND TRUST COMPANY
7940 South Harlem Avenue
Bridgeview, IL 60455

DEPT-01 RECORDING \$27.00
140000 TRAN 0468 01/06/95 11:07:00
44459 * CJ * -95-010203
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

Box 260

THIS MORTGAGE ("Security Instrument") is given on December 23, 1994. The mortgagor is Bridgeview Bank & Trust Company, as Trustee under Trust Agreement dated 10-18-77 and known as Trust # 1-0430 ("Borrower"). This Security Instrument is given to BRIDGEVIEW BANK AND TRUST COMPANY, which is organized and existing under the laws of the State of Illinois and whose address is 7940 South Harlem Avenue, Bridgeview, IL 60455 ("Lender"). Borrower owes Lender the principal sum of Eighty Thousand & 00/100 Dollars (U.S. \$80,000.00). 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 January 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

The North 99.96 feet of Lot 174 in Frederick H. Bartlett's First Addition to Frederick H. Bartlett's 79th Street Acres, a subdivision of the West half of the Southeast Quarter of Section 31; the West half of the Northwest Quarter of Section 31; the West half of the Southwest Quarter of Section 31, Township 38 North, Range 13, East of the Third Principal Meridian, and the East half of the Southeast Quarter of Section 36, all in Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 19-31-313-020-0000

95010203

which has the address of 8500 South Sayre, Burbank, Illinois 60459 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If,

FORM NO. 3014 (9/90)
73-53-150

(Continued)

ILLINOIS SINGLE FAMILY FANNIE MAE/FREDDIE MAC UNIFORM INSTRUMENT

27-12-95

proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not than the
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 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 the 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.

12-23-1994 12:00:00 PM

97000005

Property of Cook County Clerk's Office

Notary Public in and for the State of IL My commission expires 10/13/96

By Carolanne A. Bratoszewski Residing at 1994 day of December 1994

On this 23rd day of December 1994, before me, the undersigned Notary Public, personally appeared Bridgeview Bank & Trust Company of Bridgeview Bank & Trust, and known to me to be an authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Board of Directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the Mortgage and in fact executed the Mortgage on behalf of the corporation.

STATE OF Illinois COUNTY OF Cook

CORPORATE ACKNOWLEDGMENT

This Mortgage prepared by Bridgeview Bank & Trust Company 7941 South Harlem Avenue Bridgeview, Illinois 60455

By: Carolanne A. Bratoszewski Vice President - Bridgeview Bank & Trust Company - Borrower

Witnesses: Carolanne A. Bratoszewski Bridgeview Bank & Trust Company a/t/u Trust No. 1-0430 not personally

- Adjustable Rate Rider, Graduated Payment Rider, Planned Unit Development Rider, Condominium Rider, 1-4 Family Rider, Biweekly Payment Rider, Second Home Rider, Rate Improvement Rider, Other(s) (specify)

21. 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)).