

UNOFFICIAL COPY

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DEPT-01 RECORDING \$33.00
T#0012 TRAN 3077 03/16/95 13:22:00
#8206 + JM *-95-177847
COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

MORTGAGE

3300

THIS MORTGAGE ("Security Instrument") is given on MARCH 10.....
19 ...95.... The mortgagee is ..ANNE TUCKER AND WILLIAM S. TUCKER..... wife & husband.
("Borrower"). This Security Instrument is given to
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO....., which is organized and existing
under the laws of UNITED STATES OF AMERICA....., and whose address is
33 North LaSalle Street, Chicago, Illinois 60690..... ("Lender").
Borrower owes Lender the principal sum of ..FOUR HUNDRED FIFTY THOUSAND AND NO/100.....
Dollars (U.S. \$ 450,000.00--). 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, 2000*. 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 prop-
erty located in COOK..... County, Illinois:

LOT 37 IN THE GREENS SUBDIVISION PHASE 11, BEING A SUBDIVISION OF PART OF THE
EAST 1/2 OF THE EAST 1/2 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. # 31-13-205-049-0000

DEPT-01 RECORDING \$0.00
T#0012 TRAN 3077 03/16/95 13:22:00
#8208 + JM *-95-177847
COOK COUNTY RECORDER
OLYMPIA FIELDS
(City)

which has the address of 2451 GLEN EAGLES DRIVE.....
(Street)

Illinois 60461..... ("Property Address");
(Zip Code)

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.

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1. **Assignment of Premium and Interest; Preparation and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment premium and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subsidi 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) for yearly payments of or ground rents on the Property, if any; (c) yearly mortgagel insurance premiums, if any; and (d) 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 loan insurance premiums, if any; (e) yearly mortgagel insurance premiums, if any; and (f) any sums payable by Borrower to Lender in an amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current data and 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 a Lender to a federal program for holding and applying the Funds, annually analyzing the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, unless Lender is such an account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies 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 reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Lender is made of applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or escrow fees, unless Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to (including Lender). Lender is held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

The Funds held by Lender, unless otherwise provided in the applicable law, Lender shall account to Borrower upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if, under paragraph 2, Lender shall accept it as a credit against the sale as a credit against any Fund held by Lender, shall apply any funds held by Lender in the manner provided in paragraph 2, or if not paid in full in time, Lender, prior to the acquisition of all the sums secured by this Security instrument, shall apply any funds held by Lender to the payment of taxes, assessments, charges, in as and impositions attributable to the property which may attain priority over this Security instrument, and leasehold payments of ground rents, if any. Borrower shall pay these obligations to the Lender in legal proceedings available to Lender, or defend any action brought against the Lender by, or defend any action brought against the Lender by the holder of the lien in a manner acceptable to Lender, (a) agrees to writing to the Lender of the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) consents in good faith the cancellation of the security instrument, Lender shall keep the improvements now existing or erected on the property leased by the Lender, hazards included within the term "excluded coverage" and any other hazards, the property leased against loss by fire, hazards included within the term "excluded coverage" and any other hazards, the property leased or flooded, for which Lender requires insurance. This insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable 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.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under this paragraph, first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applied: first, to principal due, fourth, to principal due, and last, to any late charges due under the Note.

4. **Charges; Fees.** Borrower shall pay all taxes, assessments, charges, in as and impositions received by Lender under this paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any more than twelve monthly payments, at Lender's sole discretion. No more than twelve monthly payments shall be applied by Lender, shall apply any funds held by Lender in the manner provided in paragraph 2, or if not paid in full in time, Lender, prior to the acquisition of all the sums secured by this Security instrument, shall apply any funds held by Lender to the payment of taxes, assessments, charges, in as and impositions attributable to the property which may attain priority over this Security instrument, and leasehold payments of ground rents, if any. Borrower shall pay these obligations to the Lender in legal proceedings available to Lender, or defend any action brought against the Lender by, or defend any action brought against the Lender by the holder of the lien in a manner acceptable to Lender, (a) agrees to writing to the Lender of the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) consents in good faith the cancellation of the security instrument, Lender shall keep the improvements now existing or erected on the property leased by the Lender, hazards included within the term "excluded coverage" and any other hazards, the property leased or flooded, for which Lender requires insurance. This insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable 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.

Borrower shall pay to Lender the Escrow items which, in the event of nonpayment by Lender, may so notify Borrower in writing, and, in such case any time is not sufficient to pay the Escrow items held by Lender, shall not be required to pay Borrower in writing, and, in such case for the excess Funds in accordance with the requirements of applicable law, unless Lender is held by Lender at any time each debt to the Funds held by Lender, shall apply any funds held by Lender in the manner provided in paragraph 2, or if not paid in full in time, Lender, prior to the acquisition of all the sums secured by this Security instrument, shall apply any funds held by Lender to the payment of taxes, assessments, charges, in as and impositions received by Lender under this paragraph 2.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, unless Lender is held by Lender at any time each debt to the Funds held by Lender, shall apply any funds held by Lender in the manner provided in paragraph 2, or if not paid in full in time, Lender, prior to the acquisition of all the sums secured by this Security instrument, shall apply any funds held by Lender to the payment of taxes, assessments, charges, in as and impositions received by Lender under this paragraph 2.

The Funds held by Lender in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender), Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, unless Lender may not charge Borrower for holding and applying the Funds, annually analyzing the Funds to pay the Escrow items. Lender is held in an account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies 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 reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Lender is made of applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or escrow fees, unless Lender is such an account, or verifying the Escrow items, Lender shall apply the Funds to (including Lender). Lender is held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security for Borrower, without charge, and add accountings of the Funds, showing credits and debits to the Funds and debts to the Funds held by Borrower shall make up the deficiency in any time is not sufficient to pay the Escrow items which, in the event of nonpayment by Lender, may so notify Borrower in writing, and, in such case for the excess Funds in accordance with the requirements of applicable law, unless Lender is held by Lender at any time each debt to the Funds held by Lender, shall apply any funds held by Lender in the manner provided in paragraph 2, or if not paid in full in time, Lender, prior to the acquisition of all the sums secured by this Security instrument, shall apply any funds held by Lender to the payment of taxes, assessments, charges, in as and impositions received by Lender under this paragraph 2.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, unless Lender is held by Lender at any time each debt to the Funds held by Lender, shall apply any funds held by Lender in the manner provided in paragraph 2, or if not paid in full in time, Lender, prior to the acquisition of all the sums secured by this Security instrument, shall apply any funds held by Lender to the payment of taxes, assessments, charges, in as and impositions received by Lender under this paragraph 2.

The Funds held by Lender in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender), Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, unless Lender may not charge Borrower for holding and applying the Funds, annually analyzing the Funds to pay the Escrow items. Lender is held in an account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies 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 reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Lender is made of applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or escrow fees, unless Lender is such an account, or verifying the Escrow items, Lender shall apply the Funds to (including Lender). Lender is held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

1. **Assignment of Premium and Interest; Preparation and Late Charges.** Borrower shall promptly pay when due reasonable estimates of expenditures of future Escrow items or otherwise Escrow items in accordance with applicable law.

2. **Funds for Taxes and Insurance.** Subsidi to applicable law or to a written waiver by Lender, Borrower shall

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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)]

- | | | |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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

Witnesses:

Anne Tucker

ANNE TUCKER

(Seal)
—Borrower

Social Security Number 327-38-1221

William S. Tucker

WILLIAM S. TUCKER

(Seal)

Social Security Number 333-38-4187 — Borrower

[Space Below This Line For Acknowledgment]
STATE OF ILLINOIS, *Cook* County ss:

I, *Ilona M. Rubas*, a Notary Public in and for said county and state,
do hereby certify that *Anne Tucker & William S. Tucker*
..... personally known to me to be the same person (s) whose name (s) *they*
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *they*
signed and delivered the said instrument as *their* free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and official seal, this 14th day of March, 1995.

My Commission expires:

OFFICIAL SEAL"

ILONA M. RUBAS

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 01/29/96

Notary Public

D E L I V E R Y	NAME AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 33 North LaSalle Street Chicago, Illinois 60690	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 2451 GLEN EAGLES DRIVE
INSTRUCTIONS	ATTN: NIMFA ALCANTARA OR RMLS	OLYMPIA FIELDS, IL 60461 <small>This instrument was prepared by</small>
		AMERICAN NATIONAL BANK AND TRUST COMPANY <small>(Name) (Address)</small> OF CHICAGO
		33 North LaSalle Street Chicago, Illinois 60690 <small>FAX 312 733 2800</small>

(page 6 of 6 pages)

PREPARED BY: M. JEAN BARREYRO

BOX 333-CTI

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8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this payment, the mortgagor, 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, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance 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 lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserves may no longer be required, at the option of Lender, if mortgage insurance becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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 which significantly affects Lender's rights in the Property (such as a proceeding in bankruptcy, probable, or imminent danger or forfeiture of title or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, when Lender pays and incurs expenses of attorney fees and costs and attorney fees and costs in connection with the enforcement of this Security Interest, Lender does not have to do so.

6. **Occupancy, Preservation, Maintenance and Leasehold, Borrower's Loan Application**
After the execution of the Security Instrument and use the Property as Borrower's principal residence less than six days 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 circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or impair the Property in, 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 a default and reinstateth, 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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount of the unpaid balance prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair or damage, if the restoration of repair is economically feasible and Lender's security is not lessened. If the property damaged, if the restoration of repair is not economically feasible and Lender's security is not lessened, if the restoration of repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice

All insurance policies and rewards shall be acceptable to Lender and shall include a standard mortgage clause. Lender may make proof of loss if not made promptly by Borrower.

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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.

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16. Borrower's Copy. Borrower shall be given one contoured 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 for a beneficial interest in Borrower, if all or any part of the property or any
interest in it is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a named

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Properties is located, in the event that any provision of 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 purports to be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note

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 are declared to be collateral in connection with the loan, then (a) any such loan charge shall be reduced to the amount necessary to reduce the charge to the permitted limit, and (b) any unused portion of the charge shall be reduced to the amount necessary to reduce the charge to the permitted limit, and under either (a) or (b) the remainder will be reduced to the amount necessary to reduce the charge to the permitted limit.

12. Successors and Assigns Bound; Joint and Several Liability; Cointinued. 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 instrument but does not execute the Note, (a) is to signifying this Security Instrument only to mortgagee, grant and convey that sum secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with respect to the terms of this Security in the name of the Note without the Borrower's knowledge.

10. 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

9. 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.

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American National Bank and Trust Company of Chicago

33 North LaSalle Street / Chicago, Illinois 60690 / (312) 661-5000

Balloon Rider

* If the monthly installment herein is more than twice the regularly scheduled monthly installments, it is identified as a **BALLOON PAYMENT**.

THIS LOAN IS DUE AND PAYABLE IN 5 YEARS. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

March 10, 1995


Signature Anne Tucker


Signature William Tucker

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Property of Cook County Clerk's Office