

# UNOFFICIAL COPY

96814162

Prepared by  
AFTER RECORDING MAIL TO:

Beverly Bank  
Loan Service Center  
417 S. Water Street  
Wilmington, IL 60481

DEPT-01 RECORDING \$35.00  
100001 TRAN 6387 10/25/96 09142100  
029884 REC. # 14-162  
COOK COUNTY RECORDER

LIN# 500-2332

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 12, 1996. The mortgagor is THOMAS F. EGAN and JOYCE E. EGAN, HUSBAND AND WIFE

(Borrower). This Security Instrument is given to Beverly National Bank, which is organized and existing under the laws of the United States of America, and whose address is 417 S. Water Street, Wilmington, IL 60481. ("Lender"). Borrower owes Lender the principal sum of Ninety Thousand Dollars and no/100 Dollars (U.S. \$ 90,000.00). 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 October 1, 2026. 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.

LOT 9 IN JOHN J. LARMON'S RESUBDIVISION OF PARTS OF LOTS 2, 3, 4, 5, 16, 18, AND 19 IN J. S. HOVLAND'S RESUBDIVISION OF J. S. HOVLAND'S 13RD STREET SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHEAST 3/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 24-14-103-068, VOLUME 445

96814162

which has the address of 10349 SOUTH MILLARD AVENUE  
[STREET]  
Illinois 60655 ("Property Address");  
[ZIP CODE]

CHICAGO  
[CITY]

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The Funds shall be held in an institution whose deposits are insured by a federal agency, or under a holding loan, 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 item, lend a may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or verifying the Escrow items, unless and borrower 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, reporting services used by lender to pay a one-time charge for an independent real estate tax unless an agreement is made or applicable law requires lender to be paid, lender shall not be required to pay Borrower any interest or savings on the Funds, lender shall give to Borrower, without, however, that lender shall be paid on the Funds and debt to the Funds and the purpose for which each is to accounting of the Funds, lender shall give to the Funds and debt to the Funds and the purpose for which each is to account 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 twice monthly payments, all funds held by lender shall be held by application of applicable law, lender shall

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 affect property 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 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 the event of the payment of mortgages insurance premiums. These items are called "Escrow Items". Lender may, at his/her option, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federal Escrow Settlement Act of 1974 as amended from time to time, 12 U.S.C. § 2801 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, 11 U.S.C. § 2801 et seq. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, whichever may be applicable.

1. **Principles of Hippocratic and Immeric; Hippolytus; Hippocrates; and Lucas Chirurgus.** Bonawentura shall promptly pay when due, and interest on the debt evidenced by the Note and any prepayment and late charges due under this Note.

1. USE OF CREDIT WILL BE MADE IMPROVEMENTS NOW OR HEREAFTER INCURRED ON THE PROPERTY, AND ALL ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS "PROPERTY".  
BORROWER COVENANTS THAT BORROWER IS FAIRLY ADVISED OF THE FACTS 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 WARANTEES AND WILL DELIVER AND GENERALLY TAKE TO THE PROPRIETOR  
CLOTHES AND DEMANDS, SUBJECT TO ANY ENCUMBRANCE OF RECORD.  
THIS SECURITY INSTRUMENT COMBINES UNIFORM COVENANTS FOR NATIONAL USE AND NON-UNIFORM  
COVENANTS WHICH IMPOSED VARIATIONS BY JURISDICTION TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.

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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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation apportioned by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**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, 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.

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**8. Inspection.** Lender or an agent may make reasonable entries upon and inspection of the property. Lender shall give Rottweiler notice at the time of or prior to an inspection specifying reasons for the inspection.

**E. Mortgage Instruments.** If lender requires mortgagor, lessee or a combination of mortgaging the loan secured by the security instrument, Borrower shall pay the premium required to maintain the mortgage instruments in effect. If, for any reason, the mortgage instruments are required by lender before the date of payment of the principal amount due, Borrower shall pay the premium required to maintain the mortgage instruments until the premium paid by the lender for the maintenance of the mortgage instruments ends in accordance with any written agreement between Borrower and lender or applicable law.

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**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 and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of 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.

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20. **Hazardous Substances**. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances 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.

18. Basis of Note: Change of Note: The Note or a parallel instrument (including with its Security Instrument) may be sold one or more times without prior notice to Debtor, a sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly ("Am")ments under the Note and the Security Instrument. There also may be one or more changes of the Loan Servicer to a new Note and the Security Instrument. This note is a change in the security instrument as the new loan servicer and the address to which payments should be made. The new note will also contain any other information required by applicable law.

18. GOVERNMENT'S COPY. The Security Instrument shall be governed by federal law and the Government Law; however, Borrower shall be given one certified copy of the Note and of this Security instrument in which the Property is located. In the event that any provision of this law or of the instrument in which the Property is located, in whole or in part, is held invalid, illegal or unenforceable, it shall control only so far as it can be given effect without the invalidation of the Note or of the instrument.

19. NOTARIES COPY. Borrower shall be given one certified copy of the Note and of this Security instrument.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of a registered method. The notices shall be deemed to have been given to Borrower or lender when given as provided in the paragraph.

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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.

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 type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

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