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DEPT-01 RECORDING \$29.50  
T40014 TRAN 1881 02/05/96 09:08:00  
#1015 # RC \*-96-094936  
COOK COUNTY RECORDER

Prepared by:

MORTGAGELING

1701 GOLF ROAD 60008

Rolling Meadows Ill  
Sleyer

MORTGAGE

APPL # 51219016

THIS MORTGAGE is made this 11TH day of JANUARY, 1996, between the Mortgagor,

JEFFREY L SUESS, DIVORCED NOT SINCE REMARRIED

(herein "Borrower"), and the Mortgagee,

CROWN BANK, A FEDERAL SAVINGS BANK, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 105 LIVE OAKS GARDENS, CASSELBERRY, FL 32707 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 46,700.00, which indebtedness is evidenced by Borrower's note dated JANUARY 11, 1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on JANUARY 17, 2011;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 16 PLAT SUBDIVISION NO. 2 OF A PORTION OF WINSTON GROVE SECTION 23B, BEING A SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 41 NORTH EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREON RECORDED ON THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 20, 1987 AS DOCUMENT NUMBER 27262581, IN COOK COUNTY ILLINOIS.

which has the address of 426 NEW YORK LANE

ELK GROVE VILLAGE

(Street)

(City)

Illinois

60007

[Zip Code] (herein "Property Address");

ILLINOIS - SECOND MORTGAGE - 1/00 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3814

76(D) [Signature]



INTERCOUNTY TITLE

51448697

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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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other

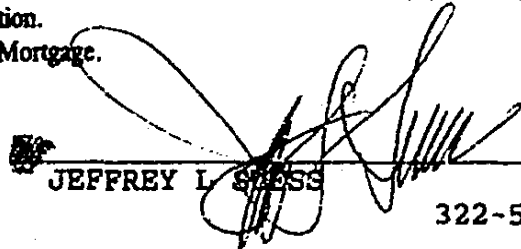


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## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the Superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

  
\_\_\_\_\_  
JEFFREY L. SUESS (Seal)  
- Borrower  
322-50-2569

\_\_\_\_\_  
- Borrower (Seal)

\_\_\_\_\_  
- Borrower (Seal)

\_\_\_\_\_  
- Borrower (Seal)  
(Sign Original Only)

STATE OF ILLINOIS,

*Cook*

County ss:

I, *the undersigned*  
a Notary Public in and for said county and state do hereby certify that  
JEFFREY L. SUESS, *deceased not since remarried*

, 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*  
signed and delivered the said instrument as *his* free and voluntary act, for the uses and purposes therein set  
forth.

Given under my hand and official seal, this *11th*

day of JANUARY, 1996

My Commission Expires:

"OFFICIAL SEAL"  
Carol I. Hayden  
Notary Public, State of Illinois  
My Commission Expires 10/5/98

  
\_\_\_\_\_  
Notary Public

JEFFREY L. SUESS  
426 NEW YORK LANE  
ELK GROVE VILLAGE, IL 60007

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Property of Cook County Clerk's Office

SEARCHED  
SERIALIZED  
INDEXED  
FILED

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