UNOFFICIAL COPY S \$530055

THIS INSTRUMENT WAS PREPARED BY: DEBRIE BROOKS
ONE NORTH DEARBORN STREET
CHICAGO, ILLINOIS 60602

MORTGAGE

Som

CITICORP SAVINGS

Corporate Office One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312 977 5000)

ACCOUNT NUMBER 00000791632

NOTE IDENTIFIED

THIS MORTGAGE ("Security Instrument") is given on JULY 8TH,

19 86 The mr. (Sagor is (LASALLE NATIONAL BANK AND TRUST

NOT PERSONALLY, BUT AS TRUSTEE UNDER PROVISION OF A TRUST AGREEMENT DATED NOVEMBER 4TH 1976 AND KNOWN AS TRUST NO. 51632

("Borrower"). This Securit, 'actrument is given to Chicorp Savings of Illinois, a Federal Savings and Loan Association, which is organized and existing under the 'aws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603, ("Lender"). Borrower owe, Lender the principal sum of ONE HUNDRED FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 105,000.00). This debt is evidenced

by Borrower's note dated the same date we this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 01 2016

This Security Instrument secures to Lender: (a) the repsyment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all thir sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrover's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, g ant and convey to Lender the following described property located in the County of COBK.

Unit Number 607 in the Willows Condoninium as delineated on a survey of the following described real estate:

Lots 1 to 8, 8oth inclusive, and Lot 9 (a)coept that part taken for Vine Street), in 80ettcher's Subdivision of the East 1/2 of Lot 1 in Block 1 of Sheffield's Addition to Chicago in the West 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

Lots 1 and 2, 4 through 13, 18 through 26, 32 and 33 and the North 14.56 feet of Lot 27 in Erpelding's Subdivision of the East 1/2 of Lots 2, 3, and 4 (except the South 82 feet of the East 100 feet of said Lot 4) in Block 1 in Sheffield's South Addition to Chicago in the West 1/2 of the South West 1/4 of Section 33, Township 40 North, Pange 14 East of the Third Principal Meridian, in Cook County, Illinois;

Which survey was attached to and made part of the Decleration of Condominium Ownership of the Willows Condominium which was recorded in the Office of the Recorder of Deeds of Cook County as Document Number 25470531, and filed in the Office of the Registrar of Torrens Titles of Cook County as Document Number LR 3162879, together with its 3.1 percentage: interest in the common elements.

I.D. #14-33-316-079-1001

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATION CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 8TH DAY OF JULY 1986, A.D.

Any amounts dispursed by Lender and rander this parage the Yal all be one a dividual delay to form we secured by Salais facturent. Unless Borrower and their feet of collection the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the prin-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

the Mark the tell the transfer of the Committee of the Co

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state LEGIST MOTORS. rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These issues are called "escnow items." Lender may estimate the Funds due on the basis of current data and supergraphs estimates of future of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly lessebold payments or ground

If the amount of the Fands held by Lender, together with the future monthly payments of Funds payable prior to the due pledged as additional security for the sums secured by this Security Instrument. of the Funds showing couling and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are quired to pay Borrow, it can interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting terest shall be paid or the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be reterest on the Pen's and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that incharge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower inagency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the eacrow items. Lender may not

held by Lender. If under paragraph 19 the Frozerty is sold or acquired by Lender, Lender shall apply, no later than immediately Upon payment in full of all sums to a red by this Security Instrument, Lender shall promptly refund to Borrower any Funds deficiency in one or more payments as racuired by Lender.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs the sums secured by this Security Instrume prior to the rale of the Property or its acquisition by Landan, any Funds hald by Lender at the time of application as a credit against

by Lender is not sufficient to pay the seriow items when due, Borrower shall pay to Lender any amount necessary to make up the tion, either promptly repaid to Entroyer or credited to Borrower on monthly payments of Funds. If the amount of the Funds held dates of the escrow items, shall except the amount required to pay the escrow items when due, the excess shall be, at Borrower's op-

amounts payable under paragraph 2; fourth, to interest due; and last, to principal due. I and 2 shall be applied: first to late charges due wide, the Note; second, to prepayment charges due under the Note; third, to

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person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borobligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly to the which may attain priority over this Security instrument, and sechold payments or ground rents, if any, Borrower shall pay these Chargest Licre. Borrower shall pay all taxes, s.ec tements, charges, tines and impositions attributable to the Property

the iten or forfeiture of any part of the Property; or (c) secures from the heide of the iten an agreement satisfactory to Lender or defends against enforcement of the lien in, legal proceedings which in the Lynder's opinion operate to prevent the enforcement of writing to the payment of the obligation secured by the lien in a manner were able to Lender; (b) contests in good faith the lien by. Bortower shall promptly discharge any lien which has priority ov r this Security Instrument unless Borrower: (a) agrees in rower makes these payments directly. Borrower shall promptly lurn h to Lender receipts evidencing the payments.

surance. This insurance shall be maintained in the amounts and for the periods that Lender squires. The insurance carrier proagainst loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires inor take one or more of the actions set forth above within 10 days of the giving or notic. attain priority over this Security Instrument, Lender may give Borrower a notice ider iffying the lien. Borrower shail satisfy the ilen subordinating the Jien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may

have the right to hold the policies and renewals. It 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 as that and Lender. Lender All insurance policies and renewals shall be acceptable to Lender and shall include a stantary mortgage clause. Lender shall viding the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unresconably withheld.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to rise or kibn or repair of the Unless Lender and Borrower otherwise agree in writing, insurance proceeds asked to the process of the restoration or may make proof of loss it not made promptly by Borrower.

Instrument, whether or not then due. The 30-day period will begin when the notice is given. collect the insurance proceeds. Lender may use she proceeds to restore the Property or to pay sums secured by this Security by, or does not answer within 30 days a notice from Lender that the insurance certier has offered to settle a claim, then Lender may secured by this Security Instrument, whether or not then then with any exents peid to Borrower. If Borrower ab u sons the Properrepair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be with to the sunns Property damiaged, if the restoration or repair is economically feasible and Lender's security is not leasined if the restoration or

ty prior to the acquisition shall pass to Lenúer to the extent of the sums secured by this Security Instrument immediately prior to the 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Properthe due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraphs Uniess Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

Lender agrees to the merger in writing. by with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a insecbold, Borrower shall compacquisition.

6. Preservation and Maintenance of Property; Lenseholds. Borrower shall not destroy, damage or substantially change

and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do any sums secured by a lien which has priority over this Security, instrument, appearing in court, paying reasonable attorneys' fees whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lander's actions may include paying (such as a proceeding in bankruptcy, probate, for condemnation or to anforce laws or regulations) then Lender may do and pay for Property (such as a proceeding in bankrupicy, probate, for coademnation or to enforce laws or Lenden's rights in the Property agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the 7. Protection of Londer's Rights in the Property; Mortgage Insurance. If Borrower falls to perform the covenants and

(CRA)

CHICVOG

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. A

HORROWER COVENANTS that Bottower is lawfully select of the estate hereby conveyed and has the right to morigage,

ty Instrument as the "Property,"

DITIODRE BAYNOR FORM 36336 3/86 PAGE 1

rents, royaltles, mineral, oil and gas rights and profits, water rights and stock and all 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.

TOCHETHUR WITH all the improvements now or hereafter erected on the property, and all easements, rights appurtenances,

RIDER ATTACHED

("Property Address"); (secural)

Mouttill

7-15-26 Descriptional court 607 Preday by the 362879 From

UNOFFICIAL COPY

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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Ander if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the estrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrowe are interest or carnings on the Funds. Lender shall give to Borrower, without charge, an ennual accounting of the Punds showing crafts 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 the sums secured by this Security Instrument.

If the amount of the Furus reld by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall ex ee the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borr ver or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the esgrey items when due, Borrower shall pay to Lender any amount necessary to make up the

deficiency in one or more payments as learning at by Lender.

Upon payment in full of all sums so gred by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicance saw provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first to late charges due under the Note; second, to prepayment charges due under the Note; third, to

amounts payable under paragraph 2; fourth, to interest di e; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, asse one its, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and k aschold 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 sotices of amounts to be paid under this paragraph. if Bor-

rower makes these payments directly, Borrower al. Il 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 secured 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 Level's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lunder determines that any port 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

ice. Borrower shall keep the improvements now existing or therefore erected on the Property insured 5. Herard in against loss by fire, hazards included within the term "extended coverage" and any other brands for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Louder equires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mengage 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 of loss, ender Lender

may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurince proceeds shall be applied to restor of no repair of the Property damaged, if the restoration or repair is aconomically feasible and Lender's stourity is not leasuned. 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; whicher 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 thin date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraphs 19 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. Pre ervation and Maintenance of Property; Lesesholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold sad fee title shall not merge unless

Lender agrees to the merger in writing. 7. Protection of Londer's Rights in the Property; Mortgage Insurance. 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 to enforce laws or Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation 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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Seturity 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.

CONDOMINIUM RIDERIOFFICIAL CORPOSAVINGS

Corporate Office of the State of the Corporate Office Offic

One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312) 977-5000

THIS CONDOMINIUM RIDER is made this 8TH day of JULY , 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Intrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of litinois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 607 W WILLOW, CHICAGO, ILLINOIS 60614

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

WILLOWS CONDOMINIUM

(Manus of Condeminium Protect)

(the "Condominium Project"). If the owners association or other onlity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's Interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows.

- A. Cordominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (ii) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when die, all dues and assessments imposed pursuant to the Constituent Documents.
- 13. Hazard Instrance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" polic, on the Condominium Profect which is satisfactory to Lender and which provides insurance coverage in the amounts, to the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage." then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twellth of the yearly premium installments for nazard insurance on the Property; and
- (ii) Sorrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of ha and insurance proceeds in fleu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower the Lake such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy operated in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are horsely assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security listrament as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except efter notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casurity or in the case of a taking by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Docume its ii the provision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of scit repagement of the Owners Association;
- or

 (iv) any action which would have the effect of rendering the public ilability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when CIO, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Alder.

Borrower	LASALLE NATIONAL BANK AND TRUST - WANHER AS TRUSTEE UNDERTRUST AGREEMENT DATED NOVEMBER 4TH 1976 AND KNOWN AS TRUST NUMBER 51632
Borrower	By 2 Assistant vice president
	Atton: R. t. Slen Telette
MULTISTATE CONDOMINUM RIDER—Eingle Family—FNMA/FNLMC UNIFORM INST.	MUMBH! Appletent Sequetary

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Property of Coot County Clark's Office

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. 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 paragraphs 13 and 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 payindicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable at-

torneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to 30 rower. Borrower shall pay any recordation costs.

22. Waller - Homestead. Borrower waives all right of homestead exemption in the Property.

23. 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 Riler	XX	Condominium Rider	2-4 Family Rider
Graduated Payment P.Ger		Planned Unit Development Rider	
Other(s) (specify)			

Trustee's Exoneration Pide Attached Hereto And Mede A Part Hereof

This Hortgage or Trust Deed in the nature of a mortgage LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 5/632 in the exercise of the power and authority conferred upon and vested in it as such Trustes (and said LA SALLE NATION I BANK hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness sicured hereby shall be construed as creating any liability on the part of said montgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trust or under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far at the cortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereinder shall look soley to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in Juid note provided or by action to enforce the personal liability of the guaranter or guarantors, if any.

LA SALLE NATIONAL BANK, TO 1/Tr
Number Not Partionally

ASSISTANT SECRETARY ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS)

SS 3530055

I, Alicia Laware a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT JAMES A. CLARK Assistant Vice President of LA SALLE NATIONAL BANK, and RITA SLIPE WELTER Assistant Secretary of said Bank personally knwon to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did slee then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this A.D. 19 80.

Oliver Mora,
Notary Public

My Commission Expires August 9, 1989

My Commission Expires: My Commis

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Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall give

paid to Lender. demnation or carer aking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be wer motion at the time of or priores to an impression applies. The consection with any con-

market value of the s'roperty in a diately before the taking. Any balance shall be paid to Borrower. Lander otherwise agree in w iting, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the followine taking, the total amount of the sums secured immediately before the taking, divided by (b) the fair whether or not these or a ""th any excess paid to Borrower, in the event of a partial taking of the Property, unless Borrower and In the event of a total taking of the Property, the proceeds thail be applied to the sums secured by this Becurity Instrument,

award or settle a claim for dame ec., Fortower 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 the collect and apply the process. If the Property is abanduled by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an

remedy. terest. Any forbearance by Lender in exercising any right or remedy shall not be a wiaver of or preclude the exercise of any right or operate to release the liability of the original Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest it cluse to extend time for payment or otherwise modify amortization of the mence proceedings against any successor in interest of every ceason of e., y tenand made by the original Borrower's successors in inauthorized to course, and apply the Villets of mr. Clust and about the monthly payments of increased; Forbe, willing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments reterred to in paragraphs I and S or change the amount of such payments.

19. Borrower Not Released; Forbe, was, e By Leader Not a Walver. Extension of the time for payments or modification of 19. Borrower Not Extension of the time for payments or modification of 19. amortization of the sums secured by this Security 1, arument granted by Lender to any successor in interest of Borrower shall not

ment; and (c) agrees that Lander and any other Borrower may agree to extract modify, forbear or make any accommodations with perty under the terms of this Security Instrument; (b) is not personally conjusted to pay the sums secured by this Security Instruexecute the Mote: (a) is co-siftujus this Secutify instrument only to more set grant and convey that Bottower's interest in the Proty instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower, subject to the provisions of paragraph 17. Borrower, a covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not tors and Assigns Bound; Joint and Several Lat. 417; Co-alguers. The covenants and agreements of this Securi-

If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affacting Lendor's Regain. If enactment or expiration of applicable we has the effect of tendering any Lender may choose to make this refund by reducing the principal owed under the Note et oy making a direct payment to Borrower. mitted limit; and (b) any sums alrearly collected from Borrower which exceeded pravilited limits will be refunded to Borrower. ceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the per--re and the targety interpretation to the final termination of the collection of the collection with the leaf and the collection with the leaf and the collection of the collection with the leaf and the collection of the collecti 12. Loun Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, regard to the terms of this Security Instrument or the Note without that Birr wer's consent.

payment in full of all aums secured by this Security instrument and may myoke any remedies permined by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in this second paragraph of pargraph 17. provision of the Note or this Security instrument unenforceable according to its terms, Lender, 24 is option, may require immediate

ment shall be deemed to have been given to Bortower or Lender when given as provided in this paragraph any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first cues mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for it this Security litstructures stated herein or any other address Lender designates by notice to Borrower. Any notice provided for it this Security litstructures 14. Notice. 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

without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote which can be given effect tion in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with Coverning Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdic-·SI

strument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Insold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. .01

less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security In-If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

this Security Instrument without further notice or demand on Borrower. strument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by

ment, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Securely Instrument shall continue unchanged. Upon reinstatement by Borrower's chief security in the objustices of horselvestion under paragraphs the said no acceleration had occurred. Towerer, the right to thin take as if no acceleration had occurred. Towerer, the right to thin take as if no acceleration had occurred. Towerer, the right to thin take as if no acceleration had occurred. Towerer, the right to thin take as if no acceleration had occurred. reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of thit Security Instruwould be due under this Security Instrument and the Note had no acceleration 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, may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then ment of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law Borrower's Right to Relasinte. If Borrower meets gertain conditions, Borrower shall have the right to have enforce-

NON-UNIPORM COVENANTS. Bortower and Lender further covenant and nates as follows:

19. Acceleration: Remedies. Lender shall give notice to Bortower prior to acceleration following Bortower's breach of the contract of acceleration under paragraphs 13 and 17 unless applicable acceleration.

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cordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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 fur conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the every 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, unless Borrower and Lender otherwise state 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 Fromerly immediately before the taking. Any balance shall be paid to Borrower.

If the Property is chardoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or cettle a claim for a make. Borrower fails to respond to liender 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 Borrosse, 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.

- 10. Borrower Net Released; Followings 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 Sorrower 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.
- 11. Baccessors and Assigns Bound; Joint and Several F. Nilty; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assign of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. And Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to provinge, 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 neutred by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to cite id, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that decreaves a consent.
- 12. 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 on to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the smount 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 why 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.
- 13. Legislation Affecting Leader's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in this second paragraph of pargraph 17.
- 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 far 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 any 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 any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 18. Borrower's Right to Relastate. 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 had no acceleration 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 paragraphs 13 or 17.