

NOTE IDENTIFIED

UNOFFICIAL COPY

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

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

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtelements, rents, royalties, minerals, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security or mortgage. All of the foregoing is referred to in this Security instrument as the "Property".

PROPERTY WITHIN THE STATE OF ILLINOIS, Illinois on July 7, 1976, as Document Number 288008.

which has the address of ("Property Address");

1030 PINHEURST, SCHWAMBURG IL 60193

P.I.N. 07-28-311-019

Property of Cook County Sheriff

in Weatherfield Units 21 and Addition, being a Subdivision in the Southwestern Quarter (1/4) of Section 26, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat recorded in the Office of the Register of Titles of Cook County, Illinois on July 7, 1976, as Document Number 288008.

LOT TWENTY ONE THOUSAND FIVE HUNDRED FIFTY EIGHT---(21338)

NUMBER 1, 2026, This Note, which provides for monthly payments, with the final debt, if not paid earlier, due and payable on demand ("Note"), which is evidenced by Borrower's note dated the same date as this Security instrument (U.S. \$6,000.00). This debt is evidenced by Borrower's note dated the same date as this Security instrument (U.S. \$6,000.00). This Note, dated October 30, 1981, and executed under the laws of the United States of America, whose address is 6700 North Avenue, Chicago, Illinois 60635 ("Lender"), Borrower owes Lender the principal sum of.....

Corporate organization No. 3789 under the laws of the United States of America, whose address is 6700 W. Madison Street, Chicago, Illinois 60635 ("Mortgagee"), and the Mortgagee, ST. PAUL FEDERAL BANK FOR SAVINGS, and known as Trustee, and the Mortgagor, Trustee under a Trust Agreement, dated December 29, 1981 ("Borrower"), now personally but solely his Trustee under a Trust Agreement, dated December 29, 1981, organized and continuing under the laws of.....

THIS MORTGAGE ("Security Instrument") is given on 10/28/86, between the Mortgagor a corporation and the Mortgagee under the laws of.....

MORTGAGE LOAN NO. 011752661

3563149
DUPLICATES
REGISTRATION OF TITLE
HARRY (H) YOURSELF
REGISTRATION OF TITLE
10 OCT 30 1986
3563149

3563149

Corporate Trustee

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 10/28/86

between the Mortgagor

10/28/86

and the Mortgagee

10/28/86

in the amount of.....

\$6,000.00

for.....

.....

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.....

(Space Above This Line For Recording Data)							
Subscribed by:	Address:	Promise:	Deliver Certif. to:		Deliver duplicate Trust		
SIGNATURE	Address:	Promise:	Deliver Certif. to:		Deliver duplicate Trust		
					Deed to:		
					Address:		
					Notified:		

**GREATER ILLINOIS
TITLE COMPANY**

BOX 116
G-08

UNOFFICIAL COPY

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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 proceedings 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 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 attorneys' 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 Borrower. Borrower shall pay any recordation costs.

22. **Waiver of 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 Rider
 Graduated Payment Rider
 Other(s) [specify]

Condominium Rider
 Planned Unit Development Rider

2-4 Family Rider

Land Trust Mortgage. This Security Instrument is executed by the aforementioned Borrower, not personally but as Trustee as aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the Lender herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any liability on the said Borrower personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied therein, all such liability, if any, being expressly waived, and that any recovery on this Security Instrument and the Note secured hereby shall be against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way effect the personal liability of any co-signer, endorser or guarantor of said Note.

CORPORATE SEAL

IN WITNESS WHEREOF, the Borrower, as Trustee as aforesaid and not personally, has caused this Security Instrument to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its ~~Trust Officer~~
XOXXXXX the day and year 1986 above written.

BY: William F. Olsen
Vice President

ATTEST: Rosanne DuPass
SACRILEGE Trust Officer

STATE OF ILLINOIS } ss
COUNTY OF Kane }

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT William L. Olsen, Vice President and Rosanne DuPass, Trust Officer ~~PALATINE NATIONAL BANK~~ of PALATINE NATIONAL BANK who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer ~~SACRILEGE~~ appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Borrower, as Trustee as aforesaid, for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be thereto attached.

Given under my hand and Notarial Seal, this 28th day of October

, A.D., 1986

011752661
RICHARD J CZARNECKI
RS

Bethany K. Lenochow
Notary Public

This instrument prepared by:

UNOFFICIAL COPY

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 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, 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.

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.

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 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.

11. 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.

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 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.

13. Legislation Affecting Lender'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 the second paragraph of paragraph 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 the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke 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 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.

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