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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 23, 1986. The mortgagor is ROGER C. HOLMOQUIST and BEVERLY A. HOLMOQUIST, his wife ("Borrower"). This Security Instrument is given to FIRST STATE BANK AND TRUST COMPANY OF FRANKLIN PARK, which is organized and existing under the laws of the State of Illinois, and whose address is 10101 West Grand Avenue, Franklin Park, Illinois 60131 ("Lender"). Borrower owes Lender the principal sum of FIFTY ONE THOUSAND AND NO/100 Dollars (U.S. \$ 51,000.00). 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 JANUARY 1, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 2 IN BLOCK 1 IN BRANIGAR'S CUMBERLAND TERRACE, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT LR 804435

3579534
Cook County Clerk's Office
APR 20 1987

Permanent Index Number: 09-18-204-005

which has the address of 495 SEEVERS ROAD, DES PLAINES, IL 60016 ("Property Address");

[Street] [City]
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, 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 Instrument as the "Property."

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

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

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THIS INSTRUMENT WAS PREPARED BY: LUCILLE S. COOPER (Space Below This Line Reserved For Lender and Recorder)	
LOWRY STATE BANK AND TRUST CO.	
OF FRANKLIN PARK 10101 West Grand Avenue Franklin Park, Illinois 60131	
DEED OF FUNDING AGREEMENT D.D. 30 NOV 24 FEDERAL HOME LOAN BANK 3579553S	
Submitted by _____ Address _____ Phone _____ Driver certif. to _____ Address _____ Address _____	Deed to _____ Address _____ Phone _____ Driver certif. to _____ Address _____ Address _____
D. LOWRY INTERCOUNTY BANKERS, INC. NOTARIAL Seal	INTERCOUNTY BANKERS, INC. NOTARIAL Seal

Property of Cook County Sheriff's Office

I,, the undersigned,, a Notary Public in and for said county and state,
do hereby certify that,, ROGER C., HOLMOQUIST, and, BEVERLY A., HOLMOQUIST, his wife,,
....., personally known to me to be the same person(s) whose name(s) are
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that,, he/she/it
signed and delivered the said instrument as,, free and voluntary act, i.e. the uses and purposes herein
stated,, free and voluntary act, i.e. the uses and purposes herein
Given under my hand and official seal, this 23 day of October, 1998, at
set forth.

My Commission expires: 5/24/04

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

- Instrumental (Check up to twelve boxes)
 2-4 Family Rider
 Condominium Rider
 Adjustable Rate Rider
 Instrumental Rider
 Plainmed Unit Development Rider
 Other(s) [Specify]

23. Riders of this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall be part of this Security Instrument.

22. A place of Homestead, Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. **Releasee.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument to the sum received by this Security Instrument.

costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receivable's bonds and reasonable attorney's fees and expenses, and when to the sums received by this Security Agent.

The property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the expenses of repossessing or managing the property and to collect the rents of the property received receiver shall be entitled to receive payment of the rents of the property received.

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

20. I render in Possession, Upon acceleration under Paragraph 19 or abandonment of the Property and at any time during the continuance of the same.

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

This Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by

Inform Borrower of the Right to Reminisce After Acceleration and the Right to Assess 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

and (d) which is liable to cause the recipient or his agent to violate the statute specifying the sale of the instrument by judgment or decree.

default; (c) a date, not later than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failing to cure the date specified in the notice may result in acceleration of the sums

unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; and (c) the consequences of non-compliance.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17).

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

NON FINANCIAL COVENANTS: Borrower shall not underwrite further development and acquire new facilities.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance 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 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 &c.v.d.; 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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Lender may take action under this Paragraph 7, Lender does not have to do so.
Any amounts disbursed by Borrower under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Lender and Borrower 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.

7. Protection of Leenders' Rights in the Property: Merger Insurance. If Borrower fails to perform the terms of this shall not merge unless Leender agrees to the merger in writing.

6. Preservation and Maintenance of Property; Leasesholds. 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 lessee hold and instrument immedately prior to the acquisition.

of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible and Lender's security is not lessened, Lender may collect the insurance proceeds or sue for the amount of the loss. Lender may sue for the amount of the loss even if the insurance company has paid the claim. Lender may sue for the amount of the loss even if the insurance company has paid the claim. The 30-day period will begin the day after the date the Lender receives notice of the claim.

All insurance policies and renewals shall be cecepable to Lender and shall include a standard mortgage clause.
Lender shall have the right to hold the policies and renewals. If Lender and shall promptly give to Lender
all receipts of paid premiums and renewals. In the event of loss, Borrower shall promptly give to Lender
carries and Lender may make proof of loss not made promptly by Borrower.
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extreme coverage" and any other hazards 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's appraiser to Lender's satisfaction. The insurance company shall be liable to Lender for which Borrower's subject to Lender's requirements. The insurance carrier shall be liable to Lender for which Borrower's subject to Lender's requirements.

Borrower shall prominently disclose any fact, 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) conveys in good faith the lien by, or delegates agreement enforcement of the lien to, legal proceedings which in the Lender's opinion operate to prevent the Lien or forfeiture of the Lien or render it unenforceable; or (c) secures from the holder of the Lien an assignment of the Lien or its property or security interest in the Lien to, his Security Instruments, Lender may take one or more of the actions set forth above within 10 days notice of filing of notice.

than in 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, gain, the sums secured by this Security Instrument.

amount neces. an. to make up the deficiency in one or more payments as required by Lender.

If the due amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, Borrower shall pay to Lender any amount of the Funds held by Lender which is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any amount of the Funds held by Lender's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds, if the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid to Lender.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and debts for which each Fund was made. The Funds are pledged as additional security for the sums secured by purpose of the Funds.

State agency (including Leander if Leander is such an institution), Leander shall apply the Funds to pay the escrow items held by the trustee in accordance with the terms of a written agreement of funds or the mechanics of payment in the instrument creating the obligations of the trustee to the trustee.

Interest and premium items of premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the mortgage insurance premiums, if any. The basis of current data and reasonable estimates of future escrow items.

2. Funds for taxes and instruments. Subject to application of 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; and (b) yearly

UNIFORM COVENANTS. Borrower and Lender agree as follows: