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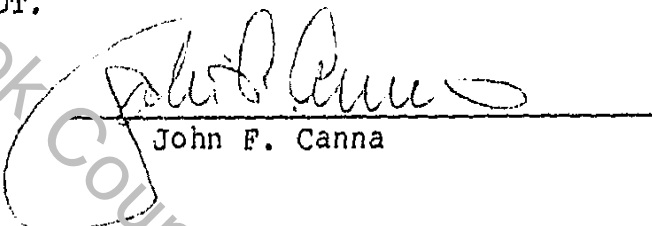
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## AFFIDAVIT

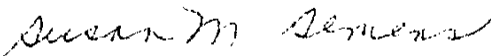
The undersigned, being first duly sworn, on oath states and declares:

1. He is the General Counsel for the Board of Library Trustees of the City of Harvey.
2. That the foregoing Minutes of a regular public meeting of the Board of Library Trustees of the City of Harvey, Cook County, Illinois, held at 115th & Turlington, Harvey, Illinois, in said City at 7:30 o'clock P.M., on the 13th day of October, 1987, is a true and correct copy of the minutes of such meeting.
3. That included within the Resolution properly adopted at such meeting is the authority delegated to the President and Secretary of the Board to execute and deliver a Note and Mortgage to the First National Bank in Harvey.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
John F. Canna

Subscribed and sworn to  
before me this 11th day  
of November, 1987.

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

Cook County Clerk's Office

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MINUTES of a regular public meeting of the Board of Library Trustees of the City of Harvey, Cook County, Illinois, held at 155th & Turlington, Harvey, Illinois, in said City at 7:30 o'clock P.M., on the 13th day of October, 1987.

\* \* \*

Vice-

The /President called the meeting to order and directed the Secretary to call the roll.

Upon the roll being called, the following Trustees answered present:

Vice-President Forte, Schaaf, Smith, Davis,  
Harrison, Kucharsky

The following Trustees were absent from said meeting:

President McGowan, Kammin, McClain

Trustee Schaaf presented and the Secretary read in full a resolution as follows:

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A RESOLUTION providing for the issue of a \$150,000 Note of the Board of Library Trustees of the City of Harvey, Cook County, Illinois, and authorizing the execution and delivery of a mortgage in connection therewith.

\* \* \*

WHEREAS, pursuant to the provisions of Section 5-6 of "The Illinois Local Library Act," approved and effective July 12, 1965, and all laws amendatory thereof and supplementary thereto (the "Act"), the Board of Library Trustees (the "Board") of the City of Harvey, Cook County, Illinois (the "City") may, with the approval of the Council of the City (the "Council"), borrow money and execute a mortgage on an existing library building for an amount not exceeding 75% of the value thereof as improved, for the remodeling, repairing or improving of such existing library building, as provided in the plan therefor; and

WHEREAS, the Board has caused a plan to be prepared for the renovation and repair of the roof of the City's existing library building (the "Building"; such renovation and repair being referred to herein as the "Project"), and an estimate to be made of the cost thereof, and has determined that the cost of the Project shall be paid by a note in the principal amount of \$150,000, bearing interest at a rate of 9.00% per annum for 5 years, which note will be secured by a mortgage on the Building and retired by equal annual certifications to the Council for the number of annual periods necessary to meet the Board's obligations thereon; and

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WHEREAS, the Board has made a record of its proceedings and determinations and has transmitted a copy thereof to the Council for its consideration and approval; and

WHEREAS, prior to the execution and delivery by the Board of the note and mortgage, the Council will approve such actions by the Board; and

WHEREAS, the amount of the note and mortgage will not exceed 75% of the value of the Building as improved:

NOW, THEREFORE, Be It Resolved by the Board of Library Trustees of the City of Harvey, Cook County, Illinois, as follows:

Section 1. That the preambles of this resolution be, and the same are hereby, incorporated in the text hereof as if set out herein in full.

Section 2. That it is hereby determined by the Board that it is advisable and necessary that the Project be constructed, all as hereinabove described in the preambles of this resolution, and that there be borrowed by and for and on behalf of the Board, the sum of \$150,000 for the purpose of paying the cost thereof, that to evidence said loan a note of the Board be issued and that to secure said note a mortgage covering the Building and the site thereof be executed and delivered by the Board to the purchaser of said note.

Section 3. That said note (the "Note") shall be in substantially the form attached hereto as Exhibit A and made a

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part hereof, shall be dated the date of the issuance and delivery thereof, shall be in the principal amount of \$150,000, and shall mature, shall bear interest at the rate per annum and shall become due in installments for both principal and interest on the dates and as set forth in the form of Note attached hereto as Exhibit A.

Section 4. That the mortgage which shall secure the Note (the "Mortgage") shall be in substantially the form attached hereto as Exhibit B and made a part hereof, shall be dated the date of the issuance and delivery of the Note and shall be entered into by the Board and the First National Bank in Harvey, Harvey, Illinois, as the initial purchaser of the Note.

Section 5. That the forms, terms and provisions of the Note and the Mortgage be, and the same are hereby, in all respects approved and that the President and Secretary of the Board are hereby authorized, empowered and directed to execute and deliver the Note and the Mortgage, and to affix the seal, if any, of the Board thereto, their execution and delivery thereof to constitute conclusive evidence of their approval of any and all changes therein from the forms of the Note and Mortgage before this meeting, and that said officials be, and the same are hereby empowered, authorized and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and to comply with the provisions of this resolution and the Note and Mortgage as executed.

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Section 6. That for the purpose of providing the funds necessary to provide for the payments due under the Note and the Mortgage, the Board agrees and covenants to divide the total cost of financing the Project into as many parts as the Board determines to spread the collection thereof, and to certify the amount of one of these parts to the Council each year during the term of the Note and the Mortgage, and to specify in its certificate the portion, if any, of the amount to be included in the annual appropriation and tax levy.

Section 7. That the Board shall cause books for the registration of the Note to be kept at the office of the Treasurer of the Board, and there shall be attached to the Note and made a part thereof, a form for such registration of ownership. The Note is transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Treasurer of the Board. Such transfer shall be recorded in such registration books of the Board and upon the registration form attached to the Note. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on the Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

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Section 8. That the Board shall maintain a list of the names and addresses of the holders of the Note and upon any transfer shall add the name and address of the new holder of the Note and eliminate the name and address of the transferor.

Section 9. That after the Note and the Mortgage have been executed as provided herein, the same shall be by the Treasurer of the Board delivered to the First National Bank in Harvey, Harvey, Illinois, the purchaser thereof, upon receipt of the purchase price therefor, in accordance with the terms of the contract for the sale thereof, the same to be not less than \$150,000. That the contract for the sale of the Note heretofore entered into with the said purchaser be and the same is hereby in all respects ratified and confirmed and that it is hereby found and determined that said contract is in the best interests of the Board and the City and that no person holding any office of the Board or the City, either by election or appointment, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in said contract for the purchase of the Note. The payment of \$1,500.00 to said purchaser for the purchase of the Note and Mortgage is hereby approved and funds of the Board for the payment of said sum are hereby appropriated for said purpose.

Section 10. That all proceeds received upon the issuance, execution and delivery of the Note and the Mortgage shall be deposited into the Project Fund (the "Project Fund"), hereby created, and disbursements shall be made from the Project Fund only for the purposes for which the Note and the Mortgage are being issued, executed and delivered, as set forth in the preced-

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ing text, including expenses of issuance thereof or otherwise incidental thereto or to the Project, and for which such proceeds and any interest earnings thereon are hereby appropriated.

Section 11. That the proceeds derived from the sale of the Note shall be devoted to and used with due diligence for the completion of the Project and that the Board represents and certifies as follows:

(1) That the Board has incurred substantial binding obligations with respect to the Project, said binding obligations comprising contracts for the construction of the Project in the amount of not less than \$100,000, said amount being not less than 2-1/2% of that portion of the cost of the Project to be financed with the proceeds of the Note;

(2) That the City expects that all of the money derived from the sale of the Note and deposited in the Project Fund will be expended on or before October 1, 1990 for the purpose of paying the cost of the Project, said date being within three (3) years following the date of issue of the Note;

(3) That the foregoing is based upon consultation with the architect and contractor who are responsible for the construction of the Project;

(4) That work on the Project is expected to proceed with due diligence to completion;

(5) That the Project has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the last maturity of the Note;

(6) That all of the proceeds of sale of the Note are needed for the purpose for which the Note is issued, including expenses incidental to such purpose and to the issuance of the Note;

(7) That the proceeds of sale of the Note will be deposited in the Project Fund and applied to the costs of the Project and of issuing the Note;



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(8) That the City has not accumulated and does not expect to accumulate amounts of money in a fund to pay or to be held as security for the payment of the principal and interest on the Note, other than (a) amounts expected to be spent within thirteen (13) months from the date of deposit thereof into such fund and (b) interest earned by such fund which is to be spent within twelve (12) months from date of receipt;

(9) That the gross proceeds of the Note shall be expended for the governmental purpose for which the Note is issued no later than the day which is 6 months after the date of issuance of the Note; and

(10) That to the best of the knowledge and belief of the Board, there are no facts, estimates or circumstances that would materially change the conclusions and representations set out in this Section and the expectations set out in this Section are reasonable.

The Board also certifies and covenants with the purchaser and holder of the Note, that so long as the Note remains outstanding moneys on deposit in any fund or account in connection with the Note, whether or not such moneys were derived from the proceeds of the sale of the Note or from any other sources, will not be used in a manner which will cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986 (the "Code"), and any lawful regulations promulgated or proposed thereunder, including proposed Treas. Reg. Sections 1.103-13, 1.103-14 and 1.103-15, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Board reserves the right, however, to make any investment of such moneys permitted by Illinois law if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by

final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, adversely affect the tax-exempt status of the interest on the Note.

The Board agrees to comply with all provisions of the Code, which if not complied with by the Board, would cause the interest on the Note not to be tax exempt in the hands of a holder who is a natural person. The Board further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Note and to comply with such advice as may be given; (c) to file such forms, statements, and supporting documents as may be required and in a timely manner; (d) to calculate and rebate to the federal government such arbitrage profits as may be necessary in the event that the gross proceeds of the Note are not expended within 6 months after the date of issuance of the Note; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Board in such compliance.

Section 12. That for purposes of Section 265(b)(3) of the Code, the Board hereby designates the Note as a "qualified tax-exempt obligation" as provided therein. In support of such designation, the Board certifies and represents that:

(1) The Note is not a "private activity bond" (as defined in Section 141(a) of the Code);

(2) The Board (including any entities subordinate thereof) will not issue in excess of \$10,000,000 in tax-exempt obligations (other than private activity bonds as provided in Section 265(b)(3) of the Code), including the Note, during the calendar year of issuance of the Note.

Section 13. That in support of its conclusion set forth herein that the Note is not a private activity bond, the Board further certifies and represents as follows:

(a) That none of the proceeds of the Note will be used, directly or indirectly, or will be used to replace funds which were used, in any business carried on by any person other than a state or local governmental unit;

(b) That the payment of the principal of, or the interest on, the Note will not be directly or indirectly (A) secured by any interest in (i) property used or to be used for a private business use by any person other than a state or local governmental unit or (ii) payments in respect of such property, or (B) derived from payments (whether or not to the Board), in respect of property, or borrowed money, used or to be used for a private business use by any person other than a state or local governmental unit;

(c) That none of the proceeds of the Note will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit; and

(d) That no user of the Project will use the same on any basis other than the same basis as the general public; and that no person other than a state or local governmental unit will be a user of the Project as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) any other arrangement.

Section 14. The Board recognizes that Section 149(a) of the Code requires the Note to be issued and to remain in fully registered form in order for the interest thereon to be exempt

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from federal income taxation under laws in force at the time the Note is delivered. In this connection, the Board agrees that it will not take any action to permit the Note to be issued in, or converted into, bearer or coupon form.

Section 15. That all resolutions or other proceedings in conflict herewith be, to the extent of such conflict, hereby repealed and that this resolution be effective forthwith upon its adoption.

Adopted October 13, 1987.

Richard A. McHowan  
President, Board of Library Trustees

Attest:

Miss [Signature]  
Secretary, Board of Library Trustees

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Trustee Schaaf moved and Trustee Smith seconded the motion that said resolution as presented and ready by the Secretary be adopted.

Vice-  
After a full discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt said resolution as read.

Upon the roll being called, the following Trustees voted AYE: Forte, Harrison, Davis, Smith, Kucharsky, Schaaf

and the following Trustees voted NAY: None

Vice-

Whereupon the President declared the motion carried and said resolution adopted ~~approved and signed the same in an open meeting~~ and directed the Secretary to record the same in full in the records of the Board of Library Trustees of the City of Harvey, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

*John M. Smith*  
Secretary, Board of Library Trustees

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STATE OF ILLINOIS    )  
                          ) SS  
COUNTY OF COOK       )

## CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Library Trustees of the City of Harvey, Cook County, Illinois (the "City"), and that as such official I am the keeper of the records and files of the Board of Library Trustees (the "Board") of the City.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 13th day of October, 1987, insofar as same relates to the adoption of an resolution entitled:

A RESOLUTION providing for the issue of a \$150,000 Note of the Board of Library Trustees of the City of Harvey, Cook County, Illinois, and authorizing the execution and delivery of a mortgage in connection therewith.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of The Open Meetings Act of the State of Illinois, as amended, and The Illinois Local Library Act, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 13 day of October, 1987.

Virgil Allen Street  
Secretary, Board of Library Trustees

(After Recording)  
MAIL TO:  
First National Bank in Harvey  
174 E. 154th Street  
Harvey, Illinois 60426

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This Instrument was prepared by  
Lawrence R. Hochberg  
5174 E. 154th Street  
Harvey, Illinois 60426

3666585

Box 330

7E & 235505 W

*Amount to  
Statute Adm*

[Space Above This Line For Recording Data]

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on October 27,  
19 87. The mortgagor is BOARD OF TRUSTEES OF THE HARVEY PUBLIC LIBRARY OF THE CITY OF  
Harvey, Illinois ("Borrower"). This Security Instrument is given to FIRST NATIONAL  
BANK IN HARVEY, which is organized and existing  
under the laws of THE UNITED STATES OF AMERICA, and whose address is 174 E. 154th Street  
Harvey, Illinois 60426 ("Lender").  
Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND AND No/100  
Dollars (U.S. \$ 150,000.00). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument ("Note"), which provides for semi-annual  
payments, with the full debt, if not  
paid earlier, due and payable on October 27, 1992. 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:

NOTE IDENTIFIED

*Produced Pursuant to*

*COOK County Clerk's Office*

LEGAL DESCRIPTION OF AGEN'S PROPERTY ON  
11/17/87  
11/17/87

which has the address of 15439 Turlington Harvey  
60426 (Street) (City)  
Illinois (210 Code) ("Property Address");

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 seized 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.

ILLINOIS-

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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 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 rights 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

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

.....(Seal)  
--Borrower

.....(Seal)  
--Borrower

[Space Below This Line For Acknowledgment]

State of Illinois, ..... County ss:

I, ....., a Notary Public in and for said county and state, do hereby certify that ....., 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 ..... free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ....., 19 .....

My Commission expires:

.....  
Notary Public

3666585



If Lender requires 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 requirements for the insurance terminate in accordance with Borrower's and Lender's written agreement on 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 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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requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7, Lender does not have to do so.

to the extent permitted by Law Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security

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

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; ~~Advantages~~ If Borrower fails to perform the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. Borrower shall not destroy, damage or substantially from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting position the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin offered to settle a claim, then Lender may use the proceeds to repair or restore

Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If

restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The

insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

of the giving of notice. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days

the Property is subject to a lien which may attach prior to this Security Instrument, Lender may give Borrower a agreement satisfactory to Lender subordinating the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an

faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (4) consents in good

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments.

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

to be paid on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in accordance with paragraph 2 of this Security Instrument, and leasehold payments or ground rents, if any.

Property which may attach prior to this Security Instrument, and leasehold payments or ground rents, if any, 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

paragraphs 1 and 2 shall be applied: (a) to interest due; and last, to principal due.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

paragraphs 1 and 2 shall be applied: (a) to interest due; and last, to principal due.

2. 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 when prepayment is made shall be applied to the

of the giving of notice. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days

the Property is subject to a lien which may attach prior to this Security Instrument, Lender may give Borrower a

agreement satisfactory to Lender subordinating the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an

faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to

agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (4) consents in good

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments.

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

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PARCEL 1:

LOT THREE------(3) 1 2 3 4 5 6 7 8 9

In the Subdivision of the West Half ( $\frac{1}{2}$ ) of Lot Twenty Six (26), and of Lots 27, 28 and 29 of Block Eighty Two (82) in Harvey in the South Half ( $\frac{1}{2}$ ) of Section 17, Town 36 North, Range 14 East of the Third Principal Meridian together with the South Half of the vacated alley North of and adjoining said Lots 26, 27, 28 and 29.

PARCEL 2:

LOT TWO------(2)

Of the Subdivision by Melvina Mynard and Others of the West Half ( $\frac{1}{2}$ ) of Lot Twenty Six (26) and all of Lots Twenty Seven (27), Twenty Eight (28) and Twenty Nine (29) all in Block Eighty Two (82) of Harvey, A Subdivision of part of Section Seventeen (17), Town 36 North, Range 14 East of the Third Principal Meridian.

PARCEL 3:

Lot 30 in Block 82 of Harvey a subdivision of part of Section 17, Township 36 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, together with the North Half of the vacated East-West alley adjoining said Lot 30.

PARCEL 4:

Lot 25 and the East half of Lot 26 in Block 82 in Harvey a subdivision of part West of Illinois Central Railroad in Section 17, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, together with the South Half of the vacated alley North of and adjoining said Lot 25 and East Half of Lot 26.

PARCEL 5:

Lot 24 and the West 5 feet of Lot 23 in Block 82 in Harvey, a Subdivision of that part of the South  $\frac{1}{2}$  of Section 17, Township 36 North, Range 14 East of the Third Principal Meridian, lying West of the Illinois Central Railroad, together with Blocks 53, 54, 55, 62, 63, 64, 65, 66 and 68 to 84 inclusive and that part of Block 57 lying South of Grand Trunk Railroad all of South Lawn, a Subdivision of Section 17 and the South  $\frac{1}{2}$  of Section 8, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, together with the South Half of the vacated alley North of and adjoining Lot 24 and the West 5 feet of Lot 23.

PARCEL 6:

LOT THIRTY ONE------(31)

IN BLOCK EIGHTY TWO (82), in Harvey, a Subdivision of part of Section 17, Town 36 North, Range 14, East of the Third Principal Meridian.

AND ALSO

PARCEL 7:

The South one hundred (100) feet of the West Half ( $\frac{1}{2}$ ) of Lot Twenty-six (26) and also the South one hundred (100) feet of Lots Twenty-seven (27), Twenty-eight (28) and Twenty Nine (29) in Block Eight Two (82) of Harvey, in Section 17, Town 36 North, Range 14 East of the Third Principal Meridian.\*\*\*

P.1.#'s 29-17-123-013, 014, 029, 030, 031, 032 & 033

PL-6 PL-3 PL-4 PL-2 PL-4 PL-4 PL-5

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This mortgage is made, executed and delivered pursuant to authority conferred upon the signers hereto by a resolution duly adopted at a meeting of the Board of Trustees of the Harvey Public Library of the City of Harvey, Illinois, said meeting being held on October 13, 1987, as shown by the record of such meeting duly entered in the records of said Board, a certified copy of which resolution has been made, authenticated and delivered to the mortgage herewith.

IN WITNESS WHEREOF, The Board of Trustees of the Harvey Public Library of the City of Harvey has caused these presents to be signed by its President and Secretary on this 27th day of October, 1987, A.D.

BOARD OF TRUSTEES OF THE HARVEY-  
PUBLIC LIBRARY

X Richard D. McGowan (SEAL)  
President

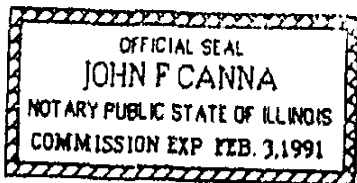
X Mary Alice Smith (SEAL)  
Secretary

1203051

NOTICE OF PUBLIC HEARING  
STATE OF ILLINOIS  
COUNTY OF COOK  
235305

I, John F. Canna, a Notary Public, in and for and residing in the said County and State aforesaid, DO HEREBY CERTIFY THAT Richard McGowan personally known to me to be the President of the BOARD OF TRUSTEES OF THE HARVEY PUBLIC LIBRARY, and Mary Alice Smith personally known to me to be the Secretary of said BOARD OF TRUSTEES OF THE HARVEY PUBLIC LIBRARY, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers of the said Library Board of Trustees pursuant to authority given by the said Library Board of Trustees as their free and voluntary act, and as the free and voluntary act of said Library Board of Trustees for the use and purpose therein set forth.

GIVEN under my hand and Notarial seal on this 27th day of October, 1987, A.D.



John F. Canna