

Borrower et al promptly discharge any lien which has priority over this Security Instrument other than the prior mortgage described above, 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 Lender's opinion operate to prevent the enforcement of the lien or portion 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. Lender determines that any part 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.

3 Changes: Liana, Borrower shall pay all taxes, assessments, charges, fines and impositions without sole to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and promptly furnish to Lender receipts evidencing the payments.

2. Application of Payments: All payments received by Lender shall be applied to the annual fee, then to principal and unpaid interest, then to principal, and then to accrued and unbilled interest.

1. Payment of Principal and Interest: Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.

Covenant: Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest: Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.

Borrower's Covenants: 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. There is a prior mortgage from Borrower to N/A dated N/A and recorded as document number N/A.

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".

All that part of Lot "A" in Mc Roy and postea subdivision of Lots 11 and 12 in Block 5, East of the Third Principal Meridian, Range 19, East of the Third South alley in said subdivision extended in a straight line to the North line of said Lot "A", in Cook County, Illinois.

THIS MORTGAGE ("Security Instrument") is given on July 27, 1985, by Isaac Bell & Odessa Bell, his wife, in joint tenancy to The First National Bank of Chicago, which is a national banking association, and whose address is One First National Plaza, Chicago, Illinois 60670 ("Lender").

ENCLOSURE

34-37

Mortgage

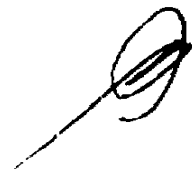
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110-076412-6

Equity Credit Line

The First National Bank of Chicago

FIRST CHICAGO



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10. 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 11. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement is co-signing this Security Instrument only to the extent of the interest in the property interest in the property under the terms of this Security Instrument (but is not personally obligated to pay the sums

8. 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 refusal to extend time for payment or otherwise 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.

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, shall be applied to the sums secured by this Security Instrument, whether or not the award or claim is 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 (including 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 after notice by Lender to Borrower, that the condemnor claims 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.

7. Inspection. Lender's agent may make reasonable repairs and inspections of the Property. Lender shall give Borrower notice at the time of or prior to any inspection or repairing reasonable cause for the inspection.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Lender's rights in the Property, such as a bankruptcy, probate, or condemnation, or to enforce liens or regulations, then Lender may, and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, including attorney's fees and costs, and the amount of the Property which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and costs, and the amount of the Property which has priority over this Security Instrument, although Lender may take action under this paragraph. Lender does not have to do so.

5. Preservation and Maintenance of Property. Lessor shall not destroy, damage or substantially change the Property, and the Property shall not 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 lessor and Lender shall not merge unless Lender agrees to the merger in writing.

4. Hazard Insurance. Borrower shall keep the Property insured against loss by fire, hazards included within the term "extended 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 insured 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 mortgage clause. Lender shall have the right to limit 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 insured carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree, all existing insurance proceeds shall be applied to restoration or repair of the Property damaged. The amount of repair is economically feasible and Lender's security is not lessened. 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, whether or not then due. If an insurance carrier has offered to settle a claim, then Lender may proceed. 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.

Under paragraph 4, the Property is automatically Lender's right to any insurance policies and proceeds result from the insurance to the Property prior to the acquisition of the Property by Lender. To the extent of the sums secured by this Security Instrument, the proceeds shall pass to Lender. If Lender and Borrower otherwise agree, the proceeds shall pass to the acquisition.

Any amounts disbursed by Lender or debtors in payment of this Security Instrument shall become additional debt of Borrower secured by this Security Instrument, unless Borrower and Lender agree to other terms of payment; these amounts shall be repaid to Lender from the date of disbursement at the agreement rate and shall be payable with interest upon notice from Lender. Lender may request a (a) payment.

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19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following: (a) under paragraphs 12 and 16 unless applicable law provides otherwise; or (b) Lender's good faith belief that the prospect of payment or performance is impaired. The notice shall specify: (a) the date 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 nonexistence of a default or any other defense of Borrower to acceleration and to acceleration. If the default is not cured, or the reason for the better that the prospect of payment or performance is impaired is not cured, or the reason for the better that the prospect of payment or performance is impaired is not cured, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose on the Property by judicial proceeding. Lender shall be entitled to collect all expenses incurred in legal process through the remainder provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of the evidence.

**ADDITIONAL CONVENANTS.** Borrower and Lender further agree as follows:

18. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage, deed of trust or other security instrument, and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to reinstate this Security Instrument discontinued at any time prior to the entry of a judgment enforcing it as Security Instrument. Those conditions are that Borrower shall pay all sums which then would be due under this Security Instrument and the Agreement and 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; (d) Lender's action as a condition to pay the sums secured by this Security Instrument shall continue unchanged and (e) not use this provision more frequently than once every five years. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

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 the 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.

16. Transfer of Property or a Beneficial Interest in Borrower. Due in Sale, in 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.

15. Borrower's Copy. Each Borrower shall be given one conformed copy of the Agreement and of this Security Instrument.

14. Governing Law's Availability. This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.

13. 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.

12. Legal Action Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement 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. Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19.

11. 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 Agreement 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 Agreement.

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 Agreement without that Borrower's consent.

PROPERTY

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REAL ESTATE INDEX GROUP  
1820 Ridge Avenue  
Evanston, IL 60201

35489

OFFICIAL SEAL  
DORCAS W. BROOKS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/29/92

STATE OF ILLINOIS, County of Cook  
I, DORCAS W. BROOKS, a Notary Public in and for said county and state, do hereby certify that 3/17/89 day of March 1989, Richard H. Brown personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me the day in person, and acknowledged that they subscribed to the said instrument as free and voluntary act, for the uses and purposes therein set forth.  
I am under my hand and official seal, this 3/17/89 day of March 1989.  
My Commission expires: \_\_\_\_\_  
Notary Public

This Document Prepared by: \_\_\_\_\_  
Title Office: \_\_\_\_\_  
First National Bank of Chicago  
Chicago, IL 60670

ISSUED BY: Richard H. Brown  
Borrower: \_\_\_\_\_  
Borrower: \_\_\_\_\_

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 the part due. Any rents collected by Lender or the receiver shall be applied first to payment of the debt and then to the management of the Property and collection of rents, including, but not limited to, receiver's reasonable attorney's 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.  
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.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.