

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 31, 1991. The mortgagor is LaSalle National Trust, N.A., a national banking association, not personally, but solely as Trustee under Trust Agreement dated August 24, 1984 and known as Trust Agreement Number 108825 ("Borrower"). This Security Instrument is given to Seaway National Bank of Chicago which is organized and existing under the laws of the United States of America, and whose address is 645 East 87th Street, Chicago, Illinois ("Lender"). Borrower owes Lender the principal sum of Three Hundred Five Thousand Five Hundred Sixty Nine Dollars and 38/100 (U.S. \$305,569.38). 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 March 1, 2002. 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: followi

PARCEL 1:
LOT 23 IN OLYMPIA WOODS, A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENTS NUMBER LR145830E.

PARCEL 2:
A TRACT OF LAND IN THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, A DISTANCE OF 484 FEET NORTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 13, THENCE WEST ALONG A LINE 484 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 13, A DISTANCE OF 443 FEET TO A POINT; THENCE SOUTH ALONG A LINE 443 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 A DISTANCE OF 463.50 FEET TO A POINT, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH MAKES AN ANGLE OF 58 DEGREES, 32 MINUTES, WITH THE LAST NAMED LINE WHEN TURNED FROM THE NORTH TO THE WEST A DISTANCE OF 403.25 FEET TO A POINT; THENCE NORTHWESTERLY, TANGENT TO THE LAST DESCRIBED LINE, ALONG A CURVE CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 987.95 FEET FOR A CHORD DISTANCE OF 129.75 FEET TO THE NORTH EAST CORNER OF LOT 23, IN OLYMPIA WOODS, A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES, AS DOCUMENT NUMBER LR1458308, SAID CORNER BEING THE POINT OF BEGINNING, THENCE NORTHEASTERLY ALONG A LINE WHICH IS THE EASTERLY LINE OF SAID LOT 23, EXTENDED NORTHERLY, A DISTANCE OF 97.97 FEET TO A POINT, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH MAKES AN ANGLE OF 77 DEGREES, 55 MINUTES, WITH THE LAST NAMED LINE WHEN TURNED FROM THE SOUTH TO THE WEST, A DISTANCE OF 178.57 FEET TO A POINT, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH MAKES AN ANGLE OF 168 DEGREES, 34 MINUTES, WITH THE LAST NAMED LINE WHEN TURNED FROM THE SOUTH EAST TO THE SOUTH WEST, A DISTANCE OF 138.08

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Property

MINUTE 'A'

PARCEL 1:
A TRACT OF LAND IN THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NUMBER 12153322.

PARCEL 2:
A TRACT OF LAND IN THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, A DISTANCE OF 484 FEET NORTH OF THE NORTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 12, THENCE WEST ALONG A LINE 484 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 12, A DISTANCE OF 484 FEET TO A POINT; THENCE SOUTH ALONG A LINE 484 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, A DISTANCE OF 483.50 FEET TO A POINT, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH BEARS AN ANGLE OF 58 DEGREES, 33 MINUTES, WITH THE LAST NAMED LINE WHEN TURNED FROM THE NORTH TO THE WEST, A DISTANCE OF 401.35 FEET TO A POINT, THENCE NORTHWESTERLY, TANGENT TO THE LAST DESCRIBED LINE, ALONG A CURVE CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 311.95 FEET FOR A CHORD DISTANCE OF 129.75 FEET TO THE NORTH EAST CORNER OF LOT 23, IN OLYMPIA MOORE, A SUBDIVISION OF PART OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES, AS DOCUMENT NUMBER 12153322, SAID CORNER BEING THE POINT OF BEGINNING, THENCE NORTHWESTERLY ALONG A LINE WHICH IS THE EASTERN LINE OF SAID LOT 23, EXTENDED NORTHWARD, A DISTANCE OF 27.91 FEET TO A POINT, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH BEARS AN ANGLE OF 73 DEGREES, 55 MINUTES, WITH THE LAST NAMED LINE WHEN TURNED FROM THE NORTH TO THE WEST, A DISTANCE OF 178.57 FEET TO A POINT, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH BEARS AN ANGLE OF 155 DEGREES, 14 MINUTES, WITH THE LAST NAMED LINE WHEN TURNED FROM THE SOUTH EAST TO THE NORTH WEST, A DISTANCE OF 129.00 FEET TO A POINT, THENCE WESTERLY ALONG A STRAIGHT LINE WHICH BEARS AN ANGLE OF 137 DEGREES, 35 MINUTES, 15 SECONDS WITH THE LAST NAMED LINE WHEN TURNED FROM THE NORTH EAST TO THE WEST, A DISTANCE OF 43.84 FEET TO THE NORTHWESTERLY POINT OF THE LAND CONVEYED IN THE WARRANT DEED REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 12153322, THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY LINE OF THE LAND CONVEYED IN SAID DEED REGISTERED AS DOCUMENT NUMBER 12153322, A DISTANCE OF 119.05 FEET TO THE NORTH WEST CORNER OF SAID LOT 23, THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 387.55 FEET (SAID LINE BEING THE NORTHWESTERLY LINE OF SAID LOT 23) FOR A CHORD DISTANCE OF 184.30 FEET TO THE POINT OF BEGINNING.

PARCEL 3:
A TRACT OF LAND IN THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, A DISTANCE OF 484 FEET NORTH OF THE NORTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 12, THENCE WEST ALONG A LINE 484 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 12, A DISTANCE OF 483 FEET TO A POINT; THENCE SOUTH ALONG A LINE 483 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, A DISTANCE OF 482.50 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH BEARS AN ANGLE OF 58 DEGREES AND 33 MINUTES WITH THE LAST NAMED LINE WHEN TURNED FROM THE NORTH TO THE WEST, A DISTANCE OF 401.35 FEET TO A POINT; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED LINE, ALONG A CURVE CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 311.95 FEET FOR A CHORD DISTANCE OF 129.75 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE ARC OF AN APOLOD CURVE EXTENDING A DISTANCE OF 223 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH BEARS AN ANGLE OF 65 DEGREES AND 3 MINUTES WITH THE RADIUS OF APOLOD CURVE EXTENDED, WHEN TURNED FROM NORTH EAST TO NORTH WEST, A DISTANCE OF 212.25 FEET TO A POINT; THENCE EASTWARD ALONG A STRAIGHT LINE WHICH BEARS AN ANGLE OF 137 DEGREES AND 35 MINUTES WITH THE LAST DESCRIBED LINE WHEN TURNED FROM NORTH WEST TO NORTH EAST, A DISTANCE OF 70.40 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 119.05 FEET TO THE POINT OF BEGINNING.

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FEET TO A POINT, THENCE WESTERLY ALONG A STRAIGHT LINE WHICH MAKES AN ANGLE OF 159 DEGREES, 39 MINUTES 15 SECONDS WITH THE LAST NAMED LINE WHEN TURNED FROM THE NORTH EAST TO THE WEST, A DISTANCE OF 63.86 FEET TO THE NORTHEASTERLY POINT OF THE LAND CONVEYED IN THE WARRANTY DEED REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES FOR COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER LR1539327, THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF THE LAND CONVEYED BY SAID DEED REGISTERED AS DOCUMENT NUMBER LR1539327, A DISTANCE OF 179.05 FEET TO THE NORTH WEST CORNER OF SAID LOT 23, THENCE SOUTHEASTERLY ALONG A CURVE WHICH IS CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 987.95 FEET (SAID LINE BEING THE NORTHERLY LINE OF SAID LOT 23) FOR A CHORD DISTANCE OF 186.30 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A TRACT OF LAND IN THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 13, A DISTANCE OF 484 FEET NORTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 13, THENCE WEST ALONG A LINE 484 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 13, A DISTANCE OF 443 FEET TO A POINT; THENCE SOUTH ALONG A LINE 443 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 A DISTANCE OF 463.50 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH MAKES AN ANGLE OF 58 DEGREES AND 32 MINUTES WITH THE LAST NAMED LINE WHEN TURNED FROM THE NORTH TO THE WEST, A DISTANCE OF 403.25 FEET TO A POINT; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED LINE, ALONG A CURVE CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 987.95 FEET FOR A CHORD DISTANCE OF 315.33 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE RADIUS OF AFORESAID CURVE EXTENDED, A DISTANCE OF 227 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH FORMS AN ANGLE OF 86 DEGREES AND 2 MINUTES WITH THE RADIUS OF AFORESAID CURVE EXTENDED, WHEN TURNED FROM NORTH EAST TO NORTH WEST, A DISTANCE OF 272.25 FEET TO A POINT; THENCE EASTERLY ALONG A STRAIGHT LINE WHICH FORMS AN ANGLE OF 50 DEGREES AND 33 MINUTES WITH THE LAST DESCRIBED LINE WHEN TURNED SOUTH TO EAST, A DISTANCE OF 151.15 FEET TO A POINT, THENCE NORTHEASTERLY ALONG A STRAIGHT LINE WHICH FORMS AN ANGLE OF 129 DEGREES AND 5 MINUTES WITH THE LAST DESCRIBED LINE WHEN TURNED FROM NORTH WEST TO NORTH EAST, A DISTANCE OF 70.60 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 179.05 FEET TO THE POINT OF BEGINNING.

WHICH HAS THE ADDRESS OF 2733 COUNTRY CLUB DRIVE, OLYMPIA FIELDS, ILLINOIS 60461

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.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Late Charges.

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Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the funds, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 1B the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to interest due; second, escrow charges due under the Note; third, to late charges, fees and expenses of Lender, if any; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operates to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If 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 ten (10) days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against

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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 insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee loss payee and additional insured clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair 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 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, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property: Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an 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 thirty (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 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.

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 18. 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

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it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of 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.** This Security Instrument may not be assumed without the prior written consent of Lender. If all or any of the Property or any interest in its 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 thirty (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. **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 1, 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 thirty (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. 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 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

19. **Lender in Possession.** Upon acceleration under paragraph 18 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.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that, each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LaSalle National Trust, N.A., on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, LaSalle National Trust, N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LaSalle National Trust, N.A.,
As Trustee as aforesaid and not personally,

By [Signature] ASSISTANT VICE PRESIDENT

Attest [Signature] ASSISTANT SECRETARY

County Clerk's Office

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and ASSISTANT SECRETARY of the LaSalle National Trust, N.A., Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and ASSISTANT SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Trust for the uses and purposes therein set forth.

Given under my hand and Notarial Seal.

Date: January 31, 1991

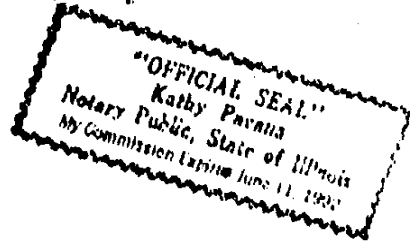
Kathy Pavana

Notary Public

My Commission Expires:

PREPARED BY AND AFTER
RECORDING RETURN TO:

Demetrius E. Carney, Esq.
Carney & Brothers, Ltd.
30 North LaSalle Street
Suite 3100
Chicago, Illinois 60602



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3/22/88
K. J. [unclear]