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This instrument was prepared by: Irma L. Deichen, First National Bank of Illinois

(Name)

4007705

3256 Ridge Road, Lansing, IL 60438

(Address)

MORTGAGE

THIS MORTGAGE is made this 22nd day of October 19 91, between the Mortgagor Warner C. Sutherland and Barbara A. Sutherland, Married to each other

(herein "Borrower"), and the Mortgagee, First National Bank of Illinois, a National Banking Association, a corporation organized and existing

under the laws of the United States of America whose address is 3256 Ridge Road, Lansing, IL 60438 (herein "Lender")

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifteen Thousand & 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 22, 1991 (herein "note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 25, 1996

The note has an initial interest rate of 9.50%. The interest rate is determined for each monthly billing period by applying a daily periodic rate to each day's ending loan balance. The daily periodic rate may vary from month to month; it is set at the beginning of each monthly billing period and remains constant during that monthly billing period. The daily periodic rate is 1/365th of the ANNUAL PERCENTAGE RATE applicable to that monthly billing period (carried to five decimal places). The ANNUAL PERCENTAGE RATE will be determined by adding 1 1/2% to the PRIME RATE on loans in excess of \$ 5,000.00 and 1 1/2% to the PRIME RATE on loans up to and including \$50,000.00. The PRIME RATE is reported in the Money Rate section of The Wall Street Journal on the business day immediately preceding the start of such billing period. In the event that The Wall Street Journal stops reporting the PRIME RATE, or if the PRIME RATE is not available on the relevant day, then the Bank will select a comparable index as a substitute for the PRIME RATE and notify you of the change. The ANNUAL PERCENTAGE RATE will increase if there is any increase in the PRIME RATE, and that will increase the monthly payment. The ANNUAL PERCENTAGE RATE will decrease if the PRIME RATE decreases, and that will reduce your monthly payment. The daily loan balance shall be computed by taking the principal balance of Loans at the beginning of each day, adding any Loans posted to the Account that day, and subtracting any principal payments posted to the Account as of that day. The interest charge begins to accrue on the date that a Loan is posted to the Account.

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby Mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT TWENTY EIGHT----- (28)

In Block Four (4), in Lansing Terrace, being a subdivision of that part of the East Half (1/2) of the West Half (1/2) of the Northwest Quarter (1/4) of Section 32, lying North of a straight line running from a point in the East line which is 1581.05 feet South of the Northeast Corner thereof to a point in the West line which is 1583.55 feet South of the Northwest Corner thereof, also of Block 1 "Lansing Gardens" a subdivision of the East Half (1/2) of the East Half (1/2) of the Northeast Quarter (1/4) of Section 31, and of the East 30.0 feet of the West Half (1/2) of the East Half (1/2) of said Northeast Quarter (1/4) South of the Right-of-Way of the Pittsburg, Cincinnati, Chicago and Saint Louis Railroad (except two and one Quarter (2 1/4) acres lying in the Southeast Corner thereof) also all of the West Half (1/2) of the West Half (1/2) of the Northwest Quarter (1/4) of Section 32, (except the right-of-way of said Railroad) all in Town 36 North, Range 15, East of the Third Principal Meridian.

Permanent Real Estate Index No. 30-32-100-038-000

which has the address of 17848 Walter St., Lansing

(Street)

(City)

IL 60438 (herein "Property Address");
(State and Zip Code)

TOGETHER with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof 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. All 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note. Loans in excess of the amount of maximum credit set forth in the First Equiline Plus Agreement will not be secured by the Mortgage on your residence.

22. Revolving Credit. The Note secured by this Mortgage is evidence of a "revolving credit" as defined in Illinois Revised Statutes, Chapter 17, Paragraph 6405. The lien of this Mortgage secures the payment of any existing indebtedness and any future advances made pursuant to the Note to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at any time an advance is made. Lender and Borrower intend that in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances made after the filing of this Mortgage with the Recorder of Deeds of Cook County, Illinois.

23. Minimum Amount. Borrower covenants and agrees with Lender that at no time shall the sum of the indebtedness secured hereby, together with any available funds pursuant to the "revolving credit" created by Note, be less than \$5,000.00. However, it is expressly agreed that no indebtedness need be outstanding under the Note at any time providing that funds available pursuant to the aforesaid "revolving credit" exceed \$5,000.00.

24. Maximum Maturity. Borrower and Lender agree that the term of this loan is 5 years at which time all sums outstanding under the Note shall be due and payable as provided herein and in no event shall the maturity or term of the "revolving credit" created pursuant to the Note be extended or continued beyond twenty (20) years from the date hereof.

25. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

26. Waiver of Homestead. Borrower hereby waives all right of homestead in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

James C. Sutherland
Borrower Warner C. Sutherland

Barbara A. Sutherland
Borrower Barbara A. Sutherland

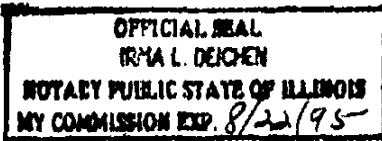
State of Illinois, Cook County ss:

I, Irma L. Deichen, a Notary Public in and for said county and state, do hereby certify that

Warner C. Sutherland and Barbara A. Sutherland, Married to each other

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of October, 1991
My commission expires



Irma L. Deichen
Notary Public

(Space below this line reserved for Lender and recorder)

2nd
11/22/93
4007705

1991 NOV - 1 - PM 12:16
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

Submitted by _____
Address 4007705
Premises _____
Deliver certif. to _____
Address _____
Deliver to _____
Trust _____
Address _____
City _____
HUNTER

FNB & Co
3256 Ridge Rd
Hawary Rd 40452

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1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepay-
ment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
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 installments of
principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of yearly taxes and assessments which
may accrue on the property, plus one-twelfth of yearly premium installments for hazard insurance, plus one-
twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assess-
ments and bills and reasonable estimates thereof.
The Funds shall be held in an institution of the depository 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 said taxes, assessments, insurance premiums and ground rent. Lender may not charge for so holding
and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and ap-
plicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds
shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.
If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, in-
surance premiums and ground rent, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rent as they fall due such
excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds
held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rent as they fall due, Borrower shall pay to Lender any amount
necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.
Upon payment in full or if sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof
the Property is sold or if sums secured by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acqui-
sition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be
applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to principal
of the Note, and then to interest and principal on any Future Advances.
4. Charges. Lender, Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority
over this Mortgage, and leasehold payments or ground rent, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower
making payment, when due, directly to the payee or interest. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge
over Borrower's obligation directly, promptly, and in full, the amount of any such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing
any lien which has priority over the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such
lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. If Lender determines that all or
part of the sums secured by this instrument are subject to a lien which has priority over this instrument and the existence and priority of which the Lender has not
previously consented to in writing, Lender may send Borrower a notice, identifying that lien. Borrower shall promptly act with regard to that lien as provided in the
paragraph 4, or shall promptly secure an Agreement in a form satisfactory to Lender subordinating that lien to this security instrument.
5. Extended Coverage. Borrower shall keep the improvements now existing on the Property insured against loss by fire, hazards included
within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require; provided,
that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.
The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonable-
ly withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by Borrower making
payment, when due, directly to the insurance carrier.
All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form accept-
able to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and will
promptly by Borrower.
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such
restoration or repair is economically feasible and the security of the Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or
if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to
Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Bor-
rower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds as Lender's option
either to restoration or repair of the Property or to the sums secured by this Mortgage.
Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or pre-empt the due date of the month-
ly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender,
or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.
6. Preservation and Maintenance of Property. Lenders, Condemnations, Planned Unit Developments. Borrower shall keep the Property in good repair and
shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold.
If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or
covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development,
and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants
and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a
part hereof.
7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage or if any action or proceeding is com-
menced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, involuntary, code enforcement, or arrangements
or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums and
take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Prop-
erty to make repairs. If Lender required Mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premium required
to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written Agree-
ment or applicable law. Borrower shall pay the amount of all Mortgage insurance premiums directly to the insurance carrier.

