

Return Recorded Doc to:
 Banc One Mortgage Corporation
 9399 W. Higgins Road 4th Floor
 Rosemont, IL 60018
 Attn: Post Closing Department

TO
MAIL

COOK COUNTY [Space Above This Line For Recording Data]

RECODER MORTGAGE
JESSE WHITE
ROLLING MEADOWS

THIS MORTGAGE ("Security Instrument") is given on **December 1, 1993**. The mortgagor is **JOHN M. MARRILL, AKA JOHN M. MERRIL & NANCY H. MERRILL, AKA NANCY H. MERRIL, HUSBAND AND WIFE**, and whose address is **3100 DUNDEE ROAD, #811 NORTHBROOK, IL 60062** ("Borrower"). This Security Instrument is given to **ELR MORTGAGE** ("Lender").

RECORDING 31.00
 MAIL 0.50
 # 03038504

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **3100 DUNDEE ROAD, #811 NORTHBROOK, IL 60062** ("Lender"). Borrower owes Lender the principal sum of

One Hundred Forty-Seven Thousand and No/100 -----

Dollars (U.S. \$ **147,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **January 1, 2009**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK County, Illinois:

LOT 7 IN ALISON SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 5 ACRES (EXCEPT THE WEST 607.0 FEET THEREOF, ALSO THE SOUTH 50.0 FEET OF THE EAST 175.0 FEET THEREOF, ALSO EXCEPT THE NORTH 114.46 FEET OF THE EAST 208.0 FEET THEREOF OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42, NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 1 05-32-120-018

which has the address of **2718 ALISON LANE, WILMETTE, IL 60081** ("Property Address");

(Street, City).

ILLINOIS - Single Family • Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

REC'D (IL) 10/10/01

VMP MORTGAGE FORMS • (312)283-8100 • (800)623-7291

Page 1 of 1

Form 3014 9/90
 Amended 5/91
 Initials: *SM*

03038504

31.50

UNOFFICIAL COPY

Form 3014 8/80

הנובֶּה-גָּרְבָּן (1910)

Boardover shall promptly disclose any lien which has priority over this Security Instrument unless Boardover:

- (a) agrees in writing to the payment of the obligation secured by this Lien in a manner acceptable to Lender;
- (b) continues in good faith to pay this Lien for a period of 10 days after notice of more than 30 days by Lender;
- (c) becomes subject to attachment or garnishment, or

Secured by Lender's interest in the property described in this instrument, Lender may give Boardover a notice demanding payment of the property to Lender within 10 days of the giving of such notice.

d. **Chargess; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions distributable to the Proprietary which may accrue prior to the date 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 the same day directly to the Board of Tax Appeals of the State of New York, and if such payment is not made within ten days after the date of such notice, Borrower shall pay all amounts due to the Proprietary and the Board of Tax Appeals, and if such payment is not made within ten days after the date of such notice, Borrower shall pay all amounts due to the Proprietary and the Board of Tax Appeals.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by us under payment terms 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to attorney's fees, judge under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

If the Funds held by Lender exceed the amounts permitted to be held as applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is not sufficient to pay items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay monthly payments, at Lender's sole discretion, until all sums secured by this Security Interest are paid in full.

Upon payment in full of all sums secured by this Security Interest, Lender shall promptly return to Borrower any Funds held by Lender under paragraph 2, Lender shall acquire or sell the Property, Lender, other to the acquisition of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Interest.

This Fund shall be held in an insurance whose depositors are insured by a federal agency, insurmountability, or currency (including items, if Leander is such an institution) as a any Federal Home Loan Bank, Leander shall apply the Funds to pay the Escrow Leander may not charge Escrow to holding and applying the Funds, usually satisfying the escrow account, or very little. This Escrow items, Leander may not charge Escrow to holding and applying the Funds, usually satisfying the escrow account, or very little. However, Leander may require Escrow to pay a sum charge for an independent real estate tax reporting service used by Leander in connection with this loan, unless applicable otherwise. Leander is made or applicable law. Leander may require Escrow to pay a sum charge for an independent real estate tax reporting service used by Leander in connection with this loan, unless applicable otherwise. Leander is made or applicable law. Leander may require Escrow to pay a sum charge for an independent real estate tax reporting service used by Leander in connection with this loan, unless applicable otherwise. Leander is made or applicable law.

UNIFORM COVENANTS. Burrower and Lunder cover mutual and agree as follows:

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited application by which to determine the intention of the parties in case of conflict between them.

All of the foregoing is agreed to in this Secuity instrument as "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or heretofore a part of the property. All improvements and additions shall also be covered by this Security. Insurance.

UNOFFICIAL COPY

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage 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 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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

UNOFFICIAL COPY

13. Governmental Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision or clause of this Security Instrument is declared illegal, the remaining provisions of this Security Instrument shall remain in full force and effect.

Instructions shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

14. **Notices.** Any notice to Botower provided for in this Security Instrument shall be given by delivery in or by mailing to Botower at its address set forth in Section 13 or to any other address Lender may notice to Botower. Any notice provided for in this Security Instrument or any other instrument executed by Lender, Any notice to Lender shall be given by Lender's attorney-in-fact or by Lender's attorney-in-fact to Lender's address set forth in Section 13 or to any other address Lender may notice to Botower.

under the Note.

13. Loan Charges. If the loan secured by this Security Instrument is subiect 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 under may choose to make this reduced by reducing the principal owed under this Note or by making a direct payment to the lender, if a regular reduction will be treated as a partial prepayment without any charge for overcharge, or if a regular reduction, the reduction will be treated as a partial prepayment without any charge.

make any accommodations which regard to the terms of this Security instrument or the Note without their Board of Directors' consent.

Intuitumanci but does not exceed the Note. (a) is co-signing this security note, only to whom belongs, him and company that Borrows, a trustee in the Property under his security instrument; (b) is not personally obligated to pay this sum secured by this Security Intuitumanci; and (c) agrees that Lender and any other Borrower may agree to extend, modify, rework or

Paragraph 17. Borrower's COVENANTS AND AGREEMENTS SHALL BE JOINT AND SEVERAL. ANY BORROWER WHO C O-SIGNS THIS SECURITY

12. Successors and Assigees Bound; Joint and Several Liability; Creditor. The covenants and agreements of this

In this section, we will introduce some of the basic concepts of probability theory and its applications.

the sums accrued by this Security instrument by reason of a) demand made by the original Borrower or Borrower's successors in interest in accordance with the terms of this Note.

11. Borrower Not Released; Responsibility of Lender Not a Waiver. Extension of the time for payment of modification

The due date of the monthly payments received in paragraphs 1 and 2 or change the amount of such payments.

is authorized to conduct and apply the procedures, as appropriate, to correct or remediate or to repair or to mitigate security by this Security Instrument, whether or not due.

The die players, who are as fond of博羅威爾先生的電影 as of博羅威爾先生的書，

sums received by this Society, instrument which of all the sums are due.

Property immediately before the taking is less than the amount of the sums accrued immodately before the taking, unless otherwise agreed in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

Securitily instruments shall be reduced by the amount of the proceeds multiplied by the following reduction: (a) the total amount of the sums accrued 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. In the event of a partial taking of the property in which the fair market value of the

sample of the tropically inundated triticale sheaves is often too dry to be measured, therefore, the sample is usually taken from the middle of the plant.

In the early 1990s, the Bank of England imposed capital controls on the pound sterling, which had appreciated sharply against the dollar. The Bank's intervention was aimed at preventing the pound from reaching parity with the dollar.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument.

10. Commendation. The proceeds of any award or damage, or for conviction of any part of the Property, or for conduct in lieu of commendation, are hereby assigned and

9. **Inspection.** Landlord or his Agent may make reasonable inspections upon and inspectors of the Property. Landlord shall give Borrower notice at the time of or prior to an inspection specifically cause for inspection.

Insurance ends in accordance with any written agreement insurable in effect, or to provide a loss corrective, until the requirement for mitigation

Parties hereto may no longer be required, in the opinion of Lender, to furnish any such documents or information as Lender may require in connection with the making of any further advances under this Note.

UNOFFICIAL COPY

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. This 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 as if no acceleration had 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **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.

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

UNOFFICIAL COPY

ALVIOA MARCHUK BANG ONE MORTGAGE CORPORATION

Page 10 of 10

1. The undersigned, John W. Morris, and wife do hereby certify that
a Notary Public in and for said county and state do hereby certify that
John W. Morris, Esq., personally known to me to be the same person(s) whose name is
stamped to the foregoing instrument, appeared before me this day in person, and acknowledged that
he signed and delivered the said instrument as true, (in presence and voluntary act, for the use and purpose herein set forth.)
Given under my hand and official seal, this
day of January, 1953.

STATE OF ILLINOIS

•Florpower
(SCL)

NANCY H. GRIFFIN, (cont'd.)
NANCY H. GRIFFIN, (cont'd.)

.....

AKA JOHN M. MERRILL,
JOHN M. MERRILL,
Bartender

BY SPINNING BELOW, Borrower accepts in the terms and conditions contained in this Security Instrument and in any other(s) executed by Borrower and recorded with it.

24. **Risk Register** is used to track security instruments. It logs or more frequently are executed by Portswear and recorded logistically will update security instruments and assets and also to keep track of each asset's status and location.