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03064110

Form 3014 9/90 (page 1 of 4 pages)

Initials: _

	(Space Above This Line For Recording	g Data)	
	MORTGAGE		
THIS MORTGAGE ("Security Instrument	nt) is given on December 6th, 1993		
THIS MORTGAGE ("Security Instrumer The mortgagor is SCOTT A. SNYDER AND	LAURA J. SNYDER, HIS WIFE		
HARRIS TRUST AND SAVINGS BANK		("Borrower"). This Security Instrument is given which is organized and existic	
under the laws of THE STATE OF ILLINO		and whose address	
Bottower owes Lender the principal sum of	ILLINOIS 60603	(*Lend	ier").
Four Hundred Eighty Seven Thousand Five Hu	undred and 00/100		
Dollars (U.S. \$). This debt is evidenced by Borrow	ver's note dated the same date as this Security Instrument	
("Note"), which provide for monthly payment		the Note, with interest, and all renewals, extensions	
		nced under paragraph 7 to protect the security of this	
Security Instrument; and (c) ne performance of purpose, Borrower does hereby of on gage, gran		inder this Security Instrument and the Note. For this	
COOK	and contey to better the tonowing desc	County, Illinoi	is:
LOT 33 IN WILLIAM H. BRILLIGAN', SUN			
SUBDIVISION OF THE SOUTH 1/2 OF THE THE NORTH 5 ACRES), ALSO THAT PAR		·	
NORTHWEST 1/4 LYING WESTERLY OF H			
THE NORTHWEST 1/4 OF THE SOUTHWE			
12 EAST OF THE THIRD PRINCIPAL MERII	DIAN, IN COOK COUNTY, ILLINOIS.		
DEDMANUSHT MORY MUNADED. OA 17 113	7.017		
PERMANENT INDEX NUMBER: 04-13-113	,-013		
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	· ///		_
		C /	
which has the address of	350 MEADOWBROOK DRIVE	NORTHBROOK	
Illinois 60062	(Street) ("Property Address");	(City)	
{Zq: Cade}			
hereafter a part of the property. All replaceme	ents and additions shall also be covered l	all easements, apppurion nees, and fixtures now or by this Security Institute ent. All of the foregoing is	1
referred to in this Security Instrument as the "Pr	uperty".		- 4
BORROWER COVENANTS that Borrow	er is lawfully seised of the estate hereby	y conveyed and has the right to my agoge, grant and	::
	unencumbered, except for encumbrances	es of record. Borrower warrant, and will defend	٠.
* '	•	and non-uniform covenants with limited variations by	-
jurisdiction to constitute a uniform security instru	ument covering real property.	and marginalis everialis was infined a landing by	
UNIFORM COVENANTS. Borrower a	and Lender covenant and agree as follows:	:	
t. Payment of Principal and Interest; Pand interest on the debt evidenced by the Note at		Borrower shall promptly pay when due the principal of inder the Note.	
2. Funds for Taxes and Insurance.	Subject to applicable law or to a writte	en waiver by Lender, Horrower shall pay to Lender on	
		Funds") for: (a) yearly taxes and assessments which asehold payments or ground rents on the Property, if	
any; (c) yearly hazard or property insurance pre	miums; (d) yearly flood insurance premiur	ims, if any; (e) yearly mortgage insurance premiums, is of paragraph 8, in lieu of the payment of mortgage	
insurance premiums. These tems are called "Es	crow items." Lender may, at any time, col	officer and hold Funds in an amount not to exceed the ower's escrow account under the federal Real Estate	
Sentement Procedures Act of 1974 as amended t	from time to time, 12 U.S.C. SS 2601 et	t seq. ("RESPA"), unless another law that applies to	
Lender may estimate the amount of Funds due of		ids in an amount not to exceed the lesser amount. estimates of expenditures of future Escrow Items	
or otherwise in accordance with applicable law.	and an demonstration of the second second	manner instance and the second	
if Lender is such an institution) or in any Federa	il Home Loan Bank. Lender shall apply the	agency, instrumentality, or entity (including Lender, the Funds to pay the Escrow Items. Lender may not	
charge Borrower for holding and applying the f	constant and account of the contract of the co	sount or veritying the Excrow Items, unless Lender	
pays Horrower interest on the Funds and applica-	ble law permits Lender to make such a ch	harge. However, Lender may require Horrower to in connection with this loan, unless applicable law	

ILLINOIS -Single Family -Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

Funds. Lender shall give to B struck with all harge, at annual necessary thin har for the Funds and the purpose for which each debit to the Punds was but the Firsts are plefted and additional a curity for all arms secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by 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 the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve method by physician Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale 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 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Llens. 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 reats, 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 faisit 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 (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 10 days of the giving of notice.

5. Haze, d > property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, heards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance shall be maintained in the amounts and for the periods that Lender requires. This 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 of a cibed above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph ?

All insurance policies and re-lewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and one als. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, do rower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not make 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 e.on missly feasible and Lender's security is not leasened. 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 had to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance errice has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Prope ty 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 policie. In groupeds 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 reliferative within sixty days after the execution of this Security Instrument stand 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 within of unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property or unless extenuating circumstances, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, when er civil or criminal, is begun that in Lender's good faith riadgment could result in forfeiture of the Property or otherwise materially impair of lien created by this Security Instrument or Lender's accurity interest. Borrower may cure such a default and reinstate, as provided in pendy and 18, by causing the action or proceeding to be adjamissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other waterial impairment of the lien created by this Security Instrument or Lender's security materest. Borrower is interest in the Property or other 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 an a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fire on shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails so perform the cover ants and agreements constanted 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 an , ay 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 firm which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and emering ..., 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 secural by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the day 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 try rigage 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 cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sam 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower
 notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. 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.

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20. Hazardous Substances. Borrower shall not cause or permit the presence, use, dispusal, 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 flazardous 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 petroleum produ tal protection.

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

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 follure 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 juducial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not i initial 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 pry any recordation costs.

	23. Walver of Homestead. Gorrower waives	all rights of b	omestead exemption in the Property		
	24. Riders to this Security Instrument. If a Instrument, the covenants and agreements of each such ride agreements of this Security Instrument as if the rider(1) war [Check applicable box(es)]	er shall be inco	ders are executed by Borrower and inporated into and shall amend and security Instrument.	recorded together with this supplement the covenants ar	Security ad
	i i i i i i i i i i i i i i i i i i i	5 7	initian District	1.4 Family Rid	
	Adjustable Rate Rider	75	inium Rider		
	Graduated Payment Rider	[] Planned	Unit Development Rider	Biweekly Paym	ient Rider
	Balloon Rider	late Im	provement Rider	Second Home	Rider
	Other(s) [specify]				
	BY SIGNING BELOW, Borrower accepts and ag- rider(s) executed by Borrower and recorded with it.	rees to the te	ns and covenants contained in thi	is Security Instrument and i	n any
	racetts) executed by Bollower and recorded with it.				
	Signed, sealed and delivered in the presence of:			11	
			V/JUT A	156	(Seal)
			SCOTT . SNYDER		-Borrower
			n	266-75-2033	
			Social Security Number 1	- 1	***
			X down con	Mugales	(Seal)
			LAURA J. SNYDER	<i>y</i>	-Borrower
			Social Security Number X 5	38-66-7711	
				<u>, () </u>	
		· · · · · · · · · · · · · · · · · · ·			Borrower
					-Bollowel
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Ž .,			Social Security Number	······································	
₹	[Space Belo	ow This Line i	or Acknowledgment]		
	STATE OF ILLINOIS		County ss: Coc	ok .	
	1. JEANNE M. PETERSON	•	a Notary Public in and for	said county and state do he	reby certify
	that SCOTT A. SNYDER AND LAURA J. SNYDER, I	HIS WIFE			
			personally known to me to b	e the same person(s) whose	name(s)
	subscribed to the foregoing instrument, appeared before me t	this day in ner	·	they	
	signed and delivered the said instrument as their	ans day in per	free and voluntary act, for th	•	set forth.
	•	óth .	day of December, 1993		
		•		$\sim \Omega$.	
	My Commission Expires: 7-3-96		(Flance!	N. Meters	
			Notary Marks		
	This Instrument was prepared by:			વાસ્તાવાવાવાવાવાવાનું	
	Return To: HARRIS TRUST AND SAVINGS BANK		* "OFFIC	CIAL SEAL"	
	A A A SURGE A ANALONG COMPETE		// leanna	M. Dataman Q.	

Notary Public, State of Illinois

My Commissips harring 7/8/96

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CHICAGO, ILLINOIS 50603

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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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to coflect 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 I and 2 or change the amount of such payments.

- Extension of the time for payment or modification of amor-11. Borrower Not Released; Forbearance By Lender Not a Walver. tization 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 or 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.
- 12. Successors and Asigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and be a fit he successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instruct at only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personal, colligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, mod by forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 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 loar, ch. rges collected or so 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 permissed in its will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a first payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge and it he Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The racice 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 provide 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 so erned 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 declare to be severable,
 - Borrower shall be given one conformed copy of the Note and of this Security Instrument. 16. Borrower's Copy.
- If all or any par, of the Property or any interest in it is sold or 17. Transfer of the Property or a Beneficial Interest In Borrower. transferred (or if a beneficial interest in Botrower is sold or transferred and Botrower is not a nan nat person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured withis 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.

- If Borrower meets certain conditions, Borrower shall have the right to way a enforcement of this 18. Borrower's Right to Reinstate. Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law or as specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of intercent esforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under that Jecurity Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays an 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.
- The Note or a partial interest in the Note (together with this Security Instrument) may 19. Sale of Note; Change of Loan Servicer. 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. ·其以张扬。在"我十二"

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