

# UNOFFICIAL COPY

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|  |  |
|--|--|
| MORTGAGE   |  |
| This instrument prepared by _____ (Space above this line for Recording Deed)                     |  |
| and should be returned to:   |  |
| JENNIFER WORTER  |  |
| THE FIRST NATIONAL BANK OF CHICAGO   |  |
| 1901 SOUTH MEXICO ROAD, SUITE 300  |  |
| DAKROOK TERRACE, IL 60181  |  |
| #9785 * 4-93-879964  |  |
| DEPT-01 RECORDING  |  |
| 160011 TRAN 7831 11/01/93 14:13:00   |  |
| 439.00   |  |
| THIS MORTGAGE ("Security Instrument") is given on OCTOBER 19, 1993.                              |  |
| . The mortgagor is JAMES D. TRACY AND MICHELLE S. TRACY, MARRIED TO EACH OTHER DEPT-01 RECORDING |  |
| 160011 TRAN 9001 17/79/93 15:13:00 \$33.00   |  |

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ILLINOIS • Singo Family - Family McFadden McUNIFORM INSTRUMENT  
[Zip Code]  
which has the address of 141 HILLCREST COURT, BARRINGTON  
ILLINOIS 60010 ("Property Address");  
Page 1 of 6

STATE TAX I.D. #: 02 06 404 010

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

This debt is evidenced by Bortowcer'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 NOVEMBER 1, 2008. 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, which interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Bortowcer's covenants and agreements under paragraph 7 to protect the security located in Note. For this purpose, Bortowcer does hereby mortgage, grant and convey to Lender the following described property located in this Security Instrument; and (d) the performance of Bortowcer's covenants and agreements under paragraph 7 to protect the security located in Note.

THREE HUNDRED FIFTY SIX THOUSAND 6 00/100  
("Under"), Borrower owes Lender the principal sum of

which is organized and existing under the laws of THE UNITED STATES OF AMERICA  
and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 6, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require in Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums 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 monthly payments, at 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; 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 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.

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**8. Motorfahrtversicherung** If a customer rents a car from us as a one-off or for a short period of time, we will provide him/her with a temporary insurance policy that covers the period of the rental. The insurance will cover damages to the vehicle caused by the customer during the rental period, as well as liability for damages caused by the customer to third parties during the rental period. The insurance will also cover medical expenses for the customer's own personal injuries sustained during the rental period.

Instruments, Unless Borrower and Lender agree to otherwise, license fees or payments of any kind shall be payable, with interest, upon amounts shall bear interest from the date of disbursement at the rate and shall be payable, with interest, from the date of disbursement to Borrower recouping paym ent.

Offices located near power outlets will experience a significant loss of power during a lightning strike due to proximity.

Unless Landlord and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or restoration of the property damaged, if the restoration or repair is economically feasible and Landlord's security is not lessened. If the restoration or repair is not economically feasible or Landlord's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Deposit or Insurance, whichever or not then due, until any access paid to Borrower. If Borrower abandons the property, or does not answer within 30 days a notice from Landlord that the insurance carrier has failed to settle a claim, then Landlord may call the insurance proceeds. Landlord may use the proceeds to repair or restore the Property or to pay sums secured by this Security Deposit, whichever or not then due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be susceptible to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender reclaims, Borrower shall promptly give to the insurance carrier and lender premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and lender. Lender may make good of loss if not made promptly by Borrower.

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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.

**9. 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.

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 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.

**11. 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 reuse or 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.

**12. 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. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. 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.

**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 notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**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.

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Without charge to Homeowner, Bottowever still pay any reasonable costs.

22. Releasee. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement in this Security Instrument (but not prior to acceptance under paragraph 17 unless promptitude law provides otherwise). The notice shall specify: (a) the action required to cure the deficiency; (b) the date when to given to Borrower, by which the deficiency must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the deficiency 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 remanifest acceleration and the right to assert in the foreclosure proceedings 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 attorney's fees and costs of title evidence.

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

and to fulfill requirements of the Property.  
Borrower shall promptly give written notice of any encumbrance, claim, demand, lawsuit or other action by any  
governor or regulator agency or party involved in the Property and by Hazardous Substance or Environmental Law  
regarding title to the Property or any encumbrance or claim, demand, lawsuit or other action by any  
regulatory authority or Borrower that may affect the Property or the title thereto.

19. Sale of Note, or a Note of Loan Servicer. The Note or a partial interest in the Note (logically known instruments) may be sold once 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 under the Note and this Security Instrument. There also may be one or more changes of the new Loan Servicer and the address to which payments should be made. The notice will also 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 of any hazardous substances on or in the Property. To cover shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law, the proceeding two substances shall not apply to the property on the date in violation of any Environmental Law.

18. Borrower's Right to Remedies. If Borrower meets certain conditions, Borrower shall have the right to have application of this Security Agreement discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specifically permit) following payment in full of all amounts due hereunder; or (b) entry of a judgment confirming certain findings of fact by a court of competent jurisdiction. Those conditions are that: (a) pays all sums which have accrued under this Security Agreement as if no acceleration had occurred; (b) cures any deficiency of any other co-venturants or agreeements; (c) pays all expenses incurred in enforcing this Security Instrument; (d) unless such action as Lender may reasonably require to assure that the intent of this Security Instrument is carried out, recompenses Lender's expenses in connection therewith; and (e) pays all attorney's fees.

If Landlord exercises this option, Landlord 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 accrued by this Security interest in full without further notice or demand on Borrower.

16. Borrower's Copy. Bumhower shall be given one confirmed copy of this 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 Lander's prior written consent, Lander may, at his option, require immediate payment in full of all sums secured by this instrument. However, this option shall not be exercisable by Lander if exercise is prohibited by federal law as of the date of this instrument.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

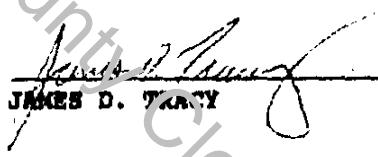
- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

  
JAMES D. TRACY

(Seal)

-Borrower

  
MICHELE S. TRACY

(Seal)

-Borrower

  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

STATE OF ILLINOIS,

County ss:

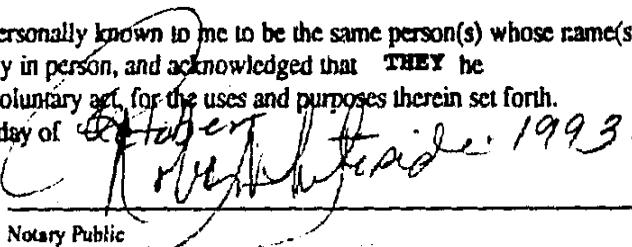
I, a Notary Public in and for said county and state do hereby certify that  
**JAMES D. TRACY AND MICHELE S. TRACY, MARRIED TO EACH OTHER**

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY** he 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

19<sup>th</sup>

day of

  
ROBIN WHITESIDE, 1993.

My Commission Expires:

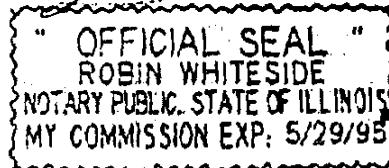
5/29/95

Notary Public

This Instrument was prepared by:

NAP -NR(IL) (9105)

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LR 17 74 712, IN COOK COUNTY, ILLINOIS.  
OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT  
DECEMBER 20, 1957 AS DOCUMENT 17 094 506 AND REGISTERED IN THE OFFICE  
AND AS CORRECTED BY AFFIDAVIT RECORDED IN THE RECORDER'S OFFICE ON  
TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 5, 1957 AS LR 17 52 092  
DOCUMENT 16 976 975 AND FILED IN THE OFFICE OF THE RECORDER'S  
RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON AUGUST 5, 1957 AS  
PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE  
1/2 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE SOUTH  
SUBDIVISION OF A PART OF BARRINGTON HILL CRESST ACRES THIRD ADDITION, BEING A  
LOT 156 IN BARRINGTON HILL CRESST ACRES THIRD ADDITION, BEING A  
SECTION OF SECCTION 6, TOWNSHIP 42 NORTH, RANGE 10 EAST OF SECTION 5 AND THE SOUTH  
RECORDED IN THE PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE  
DOCUMENT 16 976 975 AND FILED IN THE OFFICE OF THE RECORDER'S  
RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON AUGUST 5, 1957 AS  
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DECEMBER 20, 1957 AS DOCUMENT 17 094 506 AND REGISTERED IN THE OFFICE  
AND AS CORRECTED BY AFFIDAVIT RECORDED IN THE RECORDER'S OFFICE ON  
LR 17 74 712, IN COOK COUNTY, ILLINOIS.

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

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Property of Cook County Clerk's Office

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