

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:

First Illinois Bank of Evanston, N.A.
800 Davis Street
Evanston, Illinois 60204

86439774

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 22, 1986,
1986... The mortgagor is Phyllis Gray.....

..... ("Borrower"). This Security Instrument is given to First Illinois
Bank of Evanston, N.A., which is organized and existing
under the laws of Illinois....., and whose address is 800 Davis Street,
Evanston, Illinois 60204..... ("Lender").

Borrower owes Lender the principal sum of Dollars (U.S. \$1,000.00.....). 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 This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in COOK County, Illinois:

That part of lots 15 and 16 taken as a Tract, in Block 3 in Arthur T. McIntosh's Church
Street Addition to Evanston, being a Subdivision of part of the South West ¼ of the North
West ¼ of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian,
lying West of a Line drawn from a point in the North Line of said Lot 13 which is 47.85 feet
east of the North West corner of Lot 13 to a point in the South Line of Lot 16 which is
50.10 feet East of the South West corner of Lot 16, in Cook County, Illinois
also

Parcel 2 :

The South 11 feet of the North 17 feet, as measured on the East Line thereof, of the
East 24 feet, as measured parallel with the North Line thereof, of the aforesaid Lots
15 and 16 in Block 2 in Arthur T. McIntosh's Church Street Addition to Evanston aforesaid
in Cook County, Illinois.
also

Parcel 3:

Easements as set forth in the declaration of easements made by the Morton Construction
Company, a Corporation of Illinois, to Home Federal Savings and Loan Association of
Chicago, a Corporation of the United States Dated March 17, 1959 and recorded on March
25, 1959 as Docuemnt Number 17490070 and as created by the Deed from American
National Bank Trust Number 8897 dated _____ and recorded _____ as docuemnt number _____
in Cook County, Illinois.

86439774

Permanent Real Estate Index Number: 10-13-114-049 *M1.*

which has the address of 1315 Fowler..... Evanston.....
[Street] [City]
Illinois 60201..... ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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.

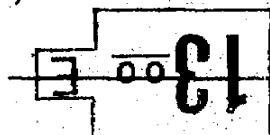
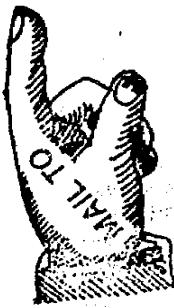
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

— A — 43957 86439774 — Rec

13.00

86-439774



(Space Below This Line Reserved For Lender and Recorder)

My Commission Expires October 5, 1987
Notary Public

2 SEP 86 18 47

Given under my hand and official seal, this 22 day of September 1986

set forth,

signed and delivered the said instrument is . . . here . . . free and voluntary act, for the uses and purposes herein subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that . . . he . . . personally known to me to be the same person(s) whose name(s) . . .

do hereby certify that, Phyllis Gray.

I, Robert R. LaBahn, a Notary Public in and for said county and state,

State of Illinois, Cook County ss:

Borrower

Borrower

In witness whereof, Borrower has executed this Mortgage.

23. Right in the Security Interest; If one or more riders are executed by Borrower and recorded together with instruments, the coverings and agreements of each rider shall be incorporated into and shall amend and supplement the covering instruments, if any, if any of the riders are executed by Borrower and recorded together with instruments. [Check if applicable box(es)]
24. Waiver of Homestead; Borrower waives all right of homestead exemption in the Property.
25. Release; Upon payment of all sums secured by this Security Interest, Lender shall release this Security interest in the Property including those past due. Any sums collected by Lender or the receiver shall be applied first to payment of the Property including those past due. Any sums collected by the receiver shall be applied first to collect the debts of the Property including those past due. Any sums collected by the receiver shall be applied first to pay the fees, costs, or expenses of managing or the Property and collection of rents, including, but not limited to, receiver's fees, premiums on bonds and reasonable attorney's fees, and then to the sums secured by this Security Interest.
26. Lender in Possession; Upon acceleration following judicial sale, Lender (in person, by agent or by judge) shall be entitled to collect the debt due to him or her from the proceeds of the sale, but not limited to, reasonable attorney's fees and costs of title evidence.
27. Right to Foreclosure; Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.
28. Security Interest without further demand and may foreclose this Security Interest by judicial proceeding, before the date specified in the notice, Lender in its option may negotiate immediate payment in full of all sums secured by this Security Interest and the right to collect the debt due to him or her from the proceeds of the sale, but not limited to, reasonable attorney's fees and costs of title evidence.
29. Acceleration; Lender shall give notice to Borrower to accelerate and foreclose. If the debt is not cured on or before the date specified in the notice, Lender may sell or otherwise dispose of the Property. The notice shall further require Borrower to cure the debt after acceleration and sale of the Property, but not before the date specified in the notice, Lender shall be entitled to collect the debt due to him or her from the proceeds of the sale, but not limited to, reasonable attorney's fees and costs of title evidence.
30. Default; (a) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (b) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (c) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (d) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (e) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (f) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (g) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (h) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (i) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (j) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (k) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (l) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (m) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (n) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (o) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (p) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (q) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (r) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (s) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (t) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (u) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (v) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (w) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (x) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (y) if the notice to cure the debt is given to Borrower, by which the debt must be cured, and (z) if the notice to cure the debt is given to Borrower, by which the debt must be cured.

19. Acceleration; Lender shall give notice to Borrower prior to acceleration following following Borrower's breach of any covenant or agreement in this Security Interest (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the debt must be cured; and (d) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (e) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (f) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (g) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (h) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (i) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (j) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (k) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (l) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (m) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (n) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (o) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (p) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (q) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (r) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (s) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (t) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (u) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (v) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (w) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (x) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (y) the date the debt must be cured. The notice shall specify the date acceleration and sale of the Property, and (z) the date the debt must be cured.

UNOFFICIAL COPY

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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire; hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard 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 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

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

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

42268798

UNOFFICIAL COPY

If Leender fails to provide Borroower notice of acceleration, the date of this document shall give Borroower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Borroower must pay all sums secured by this Security Instrument. If Borroower fails to pay these sums prior to the expiration of this period, Leender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borroower.

which can be given effect without the conflicting provisions. 10. This ends the provisions of this Security Instrument and the Note are declared to be severable.

Note concerning limitation of liability: The parties hereto agree that the Note shall not affect other provisions of this Note or any instrument or the Note which the party is located in which the property is located.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state where the parties reside.

first class mail to Lender's address stated herein or any other address Lender designs by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower at Lender when given as provided

permitted by Paragraph 17, in Lender exercises this option, Lender shall take the steps specified in the second paragraph 17.

partial prepayment without any prepayment charge under the Note. If enacting any provision of applicable laws has the effect of rendering any provision of this Note or its Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies available to Lender under the Note.

12. Loan Charges. If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and if that law is really interpreted so that the interest or other loan charges collected or to be collected in connection with the permitted limits, (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded by Lender.

11. **Accessories and Assemblies**: Joint and General Liability - Co-signers. The covenants and agreements of this Security Instrument shall bind 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 shall be jointly liable to Lender and Borrower and shall be personally liable to Lender and Borrower under the terms of this Security Instrument notwithstanding any provision to the contrary contained in any agreement or instrument between Lender and Borrower.

PAYMENT OR OTHERWISE MAYLY S MORTIFICATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT OF ANY DEMAND MADE BY THE ORIGINAL BORROWER OR BY HIS SUCCESSORS IN INTEREST. ANY FORTBARNCE BY LENDER IN EXERCISING ANY RIGHT OR REMEDY SHALL NOT BE A WAIVER OF OR PRECLUDE THE EXERCISE OF ANY OTHER OR REMEDY.

Witnesses: The Under and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the maturity of the notes referred to in paragraph 1 and 2 or change the amount of such payments.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower to condemn or repair to the sums secured by this Security Instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be applied to the market value of the Property immediately before the taking.

8. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.