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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 24,, 19 86. The mortgagor is

Charles R. Noble and Sharon J. Noble, his wife

("Borrower"). This Security Instrument is given to Bank of Northfield

which is organized and existing under the laws of Northfield Illinois

and whose address is 400 Central Avenue Northfield, Illinois 60093

("Lender"). Borrower owes Lender the principal sum of Forty thousand and no/100

Dollars (U.S. \$ 40,000.00).

This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides that Borrower has opened a credit line with Lender obligating Borrower to make monthly payments of interest, with the full debt, if not paid earlier, due and payable on November 15, 1991.

This Security Instrument secures in Lender: (a) the repayment of the debt evidenced by the Note and future advances made pursuant to the Note to the same extent as if such future advances were made on the date hereof and regardless of whether or not any advance has been made as of the date of this Security Instrument or whether there is any outstanding indebtedness at the time of any future advances; interest in accordance with the terms of the Note, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 5 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 13 in Block 1, falling in the East 17 acres of the North 53 acres of the South West $\frac{1}{4}$ of Section 19, in Willoway, subdivision, being a subdivision in the South West $\frac{1}{4}$ of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian, according to the plan thereof recorded as document 95-68-770, in Cook County, Illinois.

PERM TAX ID #05-19-306-013 *F.A.*

ADDRESS: 315 Latrobe, Northfield, Illinois 60093

which has the address of 315 Latrobe, Northfield, Illinois, 60093 ("Property Address");

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Taxes; Insurance; Charges; Liens.** Borrower shall pay all taxes, hazard insurance, assessments and other charges, fines and impositions attributable to the Property. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

3. **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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold copies of the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sum secured by this Mortgage, with the excess, if any, paid to Borrower. If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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Property of Cook County Clerk's Office

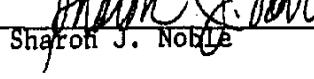
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18. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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.

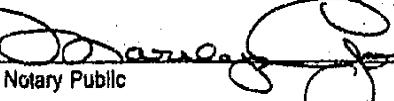

Charles R. Noble

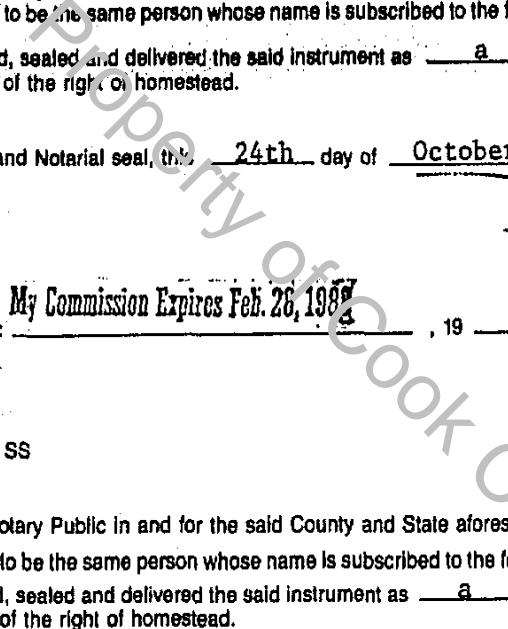

Sharon J. Noble

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Charles R. Noble personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth; including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this 24th day of October, 1986.


Notary Public


My Commission Expires Feb. 26, 1987

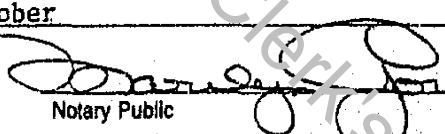
My commission expires: 19

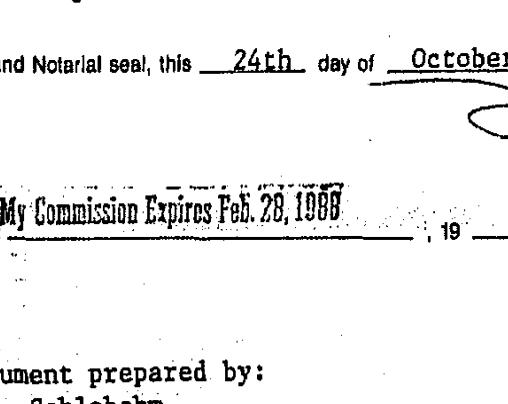
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#0205 #A 4-84-519404
COOK COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Sharon J. Noble personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth; including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this 24th day of October, 1986.


Notary Public


My Commission Expires Feb. 28, 1988

My commission expires: 19

This document prepared by:

Susan J. Schlobohm
400 Central Avenue
Northfield, IL 60093

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17. **Lienholder in Possession.** Upon resecution under paragraph 16 of the Property and at any time prior to the expiration of any period of nonpayment including those past due, Any rents collected by Lender or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the property and to collect rents of the Property and collection of rents, including those past due, but not limited to, recapture's fees, premiums on receivables, bonds and receivable attorney's fees, and then to the sums secured by this Security instrument.

Including, but not limited to, reasonable attorney fees and costs of the defense.

19. **Accession:** Remedies. Under shall give notice to Borrower prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default; (b) the date the notice is given to Borrower, by which the default must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured. In curing the default on or before the date specified in the notice may result in the sums secured by such acceleration. (d) the failure proceeding to pay the principal, interest, fees, costs, expenses, and other amounts due hereunder. The notice shall specify all sums secured by this Security Interest without further demand and may foreclose in the manner provided in the instrument. The notice shall be mailed to the address indicated in the instrument. The notice shall give notice to Borrower prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default; (b) the date the notice is given to Borrower, by which the default must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured. In curing the default on or before the date specified in the notice may result in the sums secured by such acceleration. (d) the failure to pay the principal, interest, fees, costs, expenses, and other amounts due hereunder. The notice shall specify all sums secured by this Security Interest without further demand and may foreclose in the manner provided in the instrument.

expulsion of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

1A. Borrower's Copy. Borrower shall be furnished a carbonized copy of this Mortgage at the time of execution or after recording hereof.

1B. 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), without Landlord's prior written consent, Landlord may, at his option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Landlord if exercise is prohibited by federal law as of the date of this Security Instrument. Landlord's notice of exercise 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 date of acceleration.

or clause of this Mortgage or the Note contains words which may be susceptible of more than one interpretation, the intent of the parties shall be determined from a consideration of the whole note and deed of trust and of the circumstances in which the note was executed; and the language used in the note and deed of trust shall not affect other provisions of the note except as provided in the note.

13. Governing Law: **Sovereignty.** This Mortgage shall be governed by the law of the state in which the Property is located. In the event that any provision

12. Notice. Except for any notice required under applicable law to be given in another manner (a) any notice to Borrower provided for in this Mortgage shall define the provisions hereof.

11. **Successors and Assignees Bound; Joint and Several Liability; Confidentiality; Covenants.** The Covenants, and agreements herein contained shall bind, and the rights hereunder by law of equality and may be exercised concurrently, independently or successively;

shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other debts by this Mortgagor shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

8. **Borrower will repossess.** Extension of time for payment or modification of amortization by Lender shall not operate to release Borrower from responsibility to make payment or to amortize the sum secured by his Mortgage in full as soon as practicable. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law,

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly

If the Property is abandoned by Borrower, or, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, either to repossess or to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to repossession or to this Mortgagor.

such proportion of the proceeds as is equal to that proportion which the sum secured by this mortgage immediately prior to the date of taking bears to the fair market value of the property prior to the date of taking, with the balance of the proceeds paid to Borrower.

Property, or part thereof, or for convenience in lieu of condominium, are hereby assigned and shall be paid to Lender.

Notice prior to any such reassignment specifying cause therefor related to Lender's interest in the Property; provided that Lender shall give due notice prior to any such reassignment or transfer to the trustee or other person holding such title or interest.

gage. Unless Borrower and Lender agree to other terms of payements, such amounts shall be payable upon notice from Lender to Borrower regarding payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law. In which event such amounts shall bear interest at the highest permissible rate permitted by law. Noticing contained in this Paragraph 5 shall render Lender to incur any expense or take any action hereunder.

Any amounts disbursed by Lender pursuant to this paragraph 5 with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgagor's interest in the real property described in paragraph 1.

Project Leader's Interests: Interests as is necessary to produce certain interrelated, interlocking, and non-interfering, such action as is necessary to make repairs, if needed, to structures or equipment, or to maintain such interests as are secured by this Note.

is commended which materially affects Landlord's interest in the Property, including, but not limited to, eminent domain, trespass, code enforcement, or arrangements concerning the use of property.

Notwithstanding the above, if the Lessee shall fail to pay the Rent or any other sum due hereunder when due, the Lessor may enter upon the Premises and collect the same by action at law or in equity or by suit in admiralty, or by any other legal or equitable proceeding, and the Lessor may also apply to a court of competent jurisdiction for a decree of replevin or garnishment or for any other relief which may be available to the Lessor in respect of such non-payment.