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AVONDALE PRIME MORTGAGE™

Loan No. 5-19983-97
PIN 04-30-210-040-0000 ✓

AVONDALE PRIME MORTGAGE



THIS MORTGAGE is made this 17th day of October, 1986, between the Mortgagor, David I. Miller, married to Paula Miller, and Allen L. Kaplan, married to Cheryl Kaplan, and Milford Ardell, married to Susan Ardell,

(herein "Borrower"), and the Mortgeree, AVONDALE FEDERAL SAVINGS BANK, a federally-chartered savings bank, whose address is 20 North Clark Street, Chicago, Illinois (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of (\$ 232,000.00) Dollars, as evidenced by Borrower's Note, dated October 17, 1986, providing for monthly payments of principal and/or interest and, with the balance of the indebtedness, if not sooner paid, due and payable on October 16, 2016.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the property legally described in the attached Exhibit "A" located in the County of Cook, State of Illinois, which has the address of 3412 Salem Walk, Northbrook, IL 60062

("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, that the Property is unencumbered with the exception of those items, if any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due without set-off, recoupment, or deduction, the principal of and interest on the Indebtedness evidenced by the Note, and late charges as provided in 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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments, which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to 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 Mortgage.

3. **Application of Payments.** All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, including any amounts considered as added thereto under the terms hereof.

4. **Charges; Liens.** Borrower shall promptly pay all obligations secured by a mortgage or trust deed affecting the Property, taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage with respect to any sum.

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 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 and all other mortgages and trust deeds with respect to the Property.

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14. **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 be given by mailing such notice addressed to Borrower at the Proper Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Governing Law; Severability.** This Mortgage shall be governed by the law of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreement.

16. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer, in which the transferee is a person who occupies or will occupy the property, which is (1) a transfer to a relative resulting from Borrower's death, (2) a transfer where the Borrower's spouse or child(ren) becomes an owner of the Property, or (3) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the Borrower's spouse becomes an owner of the Property, or (f) a transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the Property, unless as a condition precedent to such transfer, the Borrower refuses to provide the Lender with reasonable means acceptable to the Lender by which the Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy, Lender may, at Lender's option, and without notice to Borrower, declare all the sums secured by this Mortgage to be immediately due and payable. Lender is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the loan hereby secured. Notwithstanding any of the above, if the Borrower transfers the Property to a third party who would qualify for a loan in the amount due on the Note at the time of the transfer, as determined by Lender's underwriting standards in effect at that time, then Lender will not unreasonably refuse to consent to the transfer upon the payment of an assumption fee. The assumption fee will not exceed the Lender's then current charges for the origination of new mortgages including, but not limited to, discount and origination fees.

17. **Acceleration; Remedies.** Upon Borrower's default in the performance of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender may at its option, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all estimated and actual expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title reports.

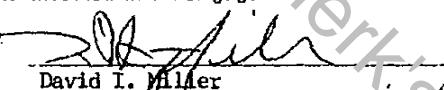
18. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; provided, that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

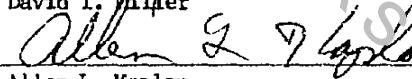
Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

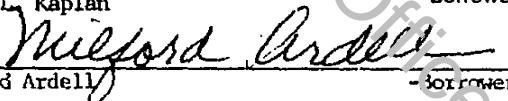
19. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage after receipt of a release charge from Borrower. Borrower shall also pay all costs of recorperation, if any.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.


David I. Miller -Borrower


Allen L. Kaplan -Borrower

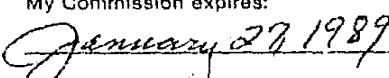

Milford Ardell -Borrower

STATE OF ILLINOIS)
COUNTY OF Cook)
SS

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that David I. Miller, married to Paula Miller, and Allen L. Kaplan, married to Cheryl Kaplan, and Milford Ardell, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 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 17th day of October, 19 86

My Commission expires:


January 27, 1989

This instrument prepared by:
Return to:

AVONDALE SICK
Marc J. Strauss

20 North Clark Street
Chicago, Illinois 60602

Box 333 - F-200 COUNTY, ILLINOIS
FILED FOR RECORD

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NOTICE: See other side for important information.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender shall not be a waiver of Lender's right to accelerate maturity or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to remedy.

Unless less Landlord and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date; nor may they installments referred to in paragraphs 1 and 2 hereof or change the amount of such instalments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower to restore or repair of the damage, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect the proceeds, at Lender's option, either to restore or repair of the Property or to the sums secured by this Mortgage.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Mortgage, with the excess, if any, paid to Borrower, unless Borrower and Lender otherwise agree in writing.

any conveyment or other taking of the Property, or part thereof, or for carriage in
gas, unless or in consequence of a communication with

provided that Lender shall give Borrower notice prior to any such inspection for the purpose of verifying the existence of any of the representations and warranties made by Lender in this Agreement.

Any amounts disbursed by Lender pursuant to this Paragraph 7 will be interest free, shall become additional indebtedness of Borrower subject to the terms of payment, such amounts shall be considered as additional principal under the Note and shall bear interest at the rate of interest set forth above plus a rate of interest equal to the rate payable from time to time to Borrower repaying principal under the Note plus a sum so much additional principal due under the Note plus upon notice from Lender to Borrower repaying principal under the Note plus a sum so much additional principal due under the Note plus upon notice from Lender to Borrower repaying principal under the Note plus a small sum to cover expenses of collection and attorney fees.

keep the property in good repair and shall not commit waste or permit impalement or deterioration of the property and shall comply with the provisions of any lease if this mortgage is on a leasehold; if this mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating the condominium, or planned unit development, or obligations under the declaration of covenants creating the condominium or planned unit development; Borrower shall incorporate Rider 15 into and shall amend and supplement this Mortgagor, the Condominium Unit Development Rider is extended by Borrower and recorded unit together with this Mortgagor, the Condominium Unit Development Rider shall be incorporated into and shall amend and supplement the Condominium Unit Development Rider 15 and agreements of this Mortgagor as if the Rider were a part hereof.

17. Insurance proceeds shall be applied to the sums 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 given to him, provided such repossession or sale is reasonable and necessary to protect the interest of Lender, Lender may sell the same at public auction or otherwise as Lender deems necessary and appropriate, and the proceeds of such sale or auction, after payment of all expenses of sale and other amounts due Lender, shall be applied to the sums secured by this Mortgage prior to such sale or auction.

All insurance policies and renewals thereto shall be in form acceptable to Landor and shall include a standard mortgage clause in favor of and in form acceptable to Landor. Landor shall make proof of loss if not made promptly by Borrower.

1. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval of, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

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PARCEL 1: THAT PART OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTH EAST 1/4 THROUGH A POINT ON SAID EAST LINE WHICH IS 312.0 FEET SOUTH AS MEASURED ALONG SAID EAST LINE OF THE NORTH EAST CORNER OF THE SOUTH 1/2 OF SAID NORTH EAST 1/4, WHICH IS 67.0 FEET WEST OF THE EAST LINE OF SAID NORTH EAST 1/4, AS MEASURED ALONG SAID LINE DRAWN AT RIGHT ANGLES:

THENCE CONTINUING WEST ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 61.0 FEET, THE EAST LINE OF THE SOUTH 1/2 OF SAID NORTH EAST 1/4 HAVING AN ASSUMED BEARING OF N-S; THENCE NORTH, A DISTANCE OF 63.83 FEET; THENCE EAST, A DISTANCE OF 61.0 FEET; THENCE SOUTH, A DISTANCE OF 63.83 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS OVER AND ACROSS THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF EASEMENTS COVENANTS RESTRICTIONS AND LIENS MADE BY AETNA STATE BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1973 AND KNOWN AS TRUST NUMBER 101840 DATED NOVEMBER 23, 1974 AND RECORDED DECEMBER 10, 1974 AS DOCUMENT NUMBER 22930424 AND AS CREATED BY DEED FROM AETNA STATE BANK, AS TRUSTEE UNDER TRUST NUMBER 10-1840 TO PATRICIA ZENDER AND DATED MAY 4, 1976 AND RECORDED MAY 25, 1976 AS DOCUMENT NUMBER 23497584 ALL IN COOK COUNTY, ILLINOIS.

04-30-210-040
3212 Salem Creek
Northbrook, Ill.

"EXHIBIT A"

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