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AVONDALE PRIME MORTGAGE™

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

AVONDALE PRIME MORTGAGE

13.00

THIS MORTGAGE is made this 17th day of October 19 86 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 Mortgagee, 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unincumbered 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, 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 in 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.

Handwritten: 70-65-189 DF 2

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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 Walk  
Northbrook, Ill.

" EXHIBIT A "

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