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SECOND

This instrument was prepared by:

FIRST NAT. BANK OF DEERFIELD

(Name)

725, WAUKEGAN ROAD

(Address)

DEERFIELD, IL 60015

MORTGAGE

86567164

THIS MORTGAGE is made this . . . 13th . . . day of . . . NOVEMBER
19 . . . 86 . . . between the Mortgagor, . . . PATRICK A. GRANT AND JANET M. GRANT, HIS WIFE,
AS JOINT TENANTS (herein "Borrower"), and the Mortgagee, . . . FIRST NATIONAL BANK OF
DEERFIELD a corporation organized and
existing under the laws of . . . THE UNITED STATES OF AMERICA
whose address is . . . 725 WAUKEGAN ROAD BOX 236, DEERFIELD, IL 60015 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$. . . 30,000.00
which indebtedness is evidenced by Borrower's note dated . . . NOVEMBER 13, 1986 and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness,
if not sooner paid, due and payable on . . . NOVEMBER 17, 1987

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 following described property located in the County of State of
Illinois:

LOT 21 IN BLOCK H, UNIT NO. 2 IN HARRIS PARK VISTA SUBDIVISION BEING
A SUBDIVISION OF PART OF SOUTH ONE-HALF OF NORTH ONE-HALF OF NORTH EAST
ONE-QUARTER AND PART OF NORTH FIFTEEN ACRES OF SOUTH ONE-HALF OF NORTH
EAST ONE-QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF
THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED MAY 27,
1955 AS DOCUMENT 16250935 IN COOK COUNTY, ILLINOIS.

09 13-207-02)

97 ADO

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which has the address of . . . 7450 WILSON TERRACE MORTON GROVE

[Street]

[City]

Illinois . . . 60053 (herein "Property Address");

[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents all of which 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
hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,
subject to encumbrances of record.

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SPACES BASED ON THE FIVE SENSES

28 NOV 86 11:10

-96-567164

Given under my hand and official seal, this day of July, 1986.

PATRICK A. GRANT AND JANE N. NOARY Public and said county and state, do hereby certify that
THEY personally known to me to be the same persons (whose names)
appended before me this day in person, and accl. w/elded that
they subscribed to the foregoing instrument,
in the town of
the day of , in the year of our Lord
and in the reign of King

STATE OF ILLINOIS
County ss:

S Office

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

DEBTRUN UNDER THE SUPPLIED NOTARIAL AND OR MY SIGN OF OWNER REC'D THIS DOCUMENT

JANET M. GRANT
PATRICK A. GRANT
Borrower

Borrower

REQUUEST FOR NOTICE OF DEED
AND FORCLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.
21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

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UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments 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 (including condominium and planned unit development assessments, if any) 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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 in one or more payments as Lender may require.

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 1 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, 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, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all 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.

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.

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 insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

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.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment 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 or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a judgment of the Property, have the right to collect and retain such rents as they become due and payable.

19. Assignment of Rent; Appointee of Recipient; Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereto or

18. Borrower's Right to Remodel. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgagelagage discontinued at any time prior to entry of a judgment entitling this Mortgagelagage if: (a) Borrower pays Lender all sums which would be then due under this Mortgagelagage and the Note had no acceleration accrued; (b) Borrower cures all sums which were discontined at any time prior to entry of a judgment entitling this Mortgagelagage if: (c) Borrower pays Lender all sums expenses incurred by Lender in enforcing the conveyants and agreements of Borrower contained in this Mortgagelagage; (d) Borrower pays all reasonable legal expenses incurred by Lender in pursuing his rights under this Mortgagelagage; (e) Borrower pays all reasonable legal expenses incurred by Lender in pursuing his rights under this Mortgagelagage; and (f) Borrower pays all reasonable legal expenses incurred by Lender in pursuing his rights under this Mortgagelagage.

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenants or agreements of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower at paragrapgh 12 hereof specifying (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sum secured by this Mortgage, foreclose, or by judicial proceeding, unless notice may be given by Lender to Borrower further in form Borrower of its right to accelerate after acceleration and the right to foreclose all of the sums secured by this Mortgage to the extent of a deficiency of the amount received on or before the date specified in the notice, Lender, at Lender's option, may proceed as if the breach is not limited to, reasonably attorney fees and costs of documentation, recording, filing, and other expenses of collection, which may be judicial proceeding. Lender shall be entitled to collect in such proceedings all expenses of collection which are reasonable by judicial proceeding. Lender shall be liable without further demand and may declare all of the sums secured by this Mortgage to be immediately due and payable without notice, Lender's, or Lender's option, may proceed as if the breach is not limited to, reasonably attorney fees and costs of documentation, recording, filing, and other expenses of collection, which may be judicial proceeding.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a general law as of the date of this Mortgage, if Lender 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 secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or a Beneficial Interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums received by this Mortgagor, however, this option shall not be exercised by Lender if exercise is prohibited by law.

15. **Rehabilitation Loan Agreement.** Borrower shall fully all of Borrower's obligations under any home rehbilitation loan, impairment, repair, or other loan agreement which Borrower may have with Lender, at Lender's option, regardless of defences which Borrower may have against such party, in a form acceptable to Lender, an assignment of any rights, claims or defences which Borrower may have against such party, in a form acceptable to Lender, and all improvements made to the property.

exection or after recordation hereof.

13. **Commuting Law; Severability.** The state and local laws applicable to this Mortagage shall be the laws of the jurisdiction in which the Property is located. The foreclosing party shall not limit the applicability of Federal law to this Mortagage. In the event that the Property is located in a state or territory where the laws of the state or territory do not provide for the enforcement of clauses of this Mortagage relating to the time manner designated herein, such Mortagagee may sue in the state or territory where the Property is located to have such laws declared unconstitutional and/or unenforceable.

14. **Borrower's Copy.** Before or after shall be furnished a copy of this Note and of this Mortgage at the time of delivery.

Bottower's interest in the Property.

11. Successors and Assigns Bound; Joint and Several Liability; Lienability; The convenants and agreements shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a), is co-signing this Mortgage only for the terms of this Mortgage, (b). Note to extend, modify, forgive, or make any other accommodations with regard to the terms of this Mortgage may agree to extend, modify, forgive, and (c) agrees that Lender and any other Borrower hereunder not personally liable on the Note or under this Mortgage, and (d) agrees that Lender need not exercise its rights or remedies under this Note to Lender under the terms of this Mortgage.