## UNOFFICIAL COPY

COOK COUNTY, ILLINOIS FILED FOR RECORD

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This instrument was prepared by: J. Mitchell Harris Bank Hinsdale

50 S. Lincoln, Hinsdale,

## MORTGAGE

THIS MORTGACE ("Security Instrument") is given on February 11

19.86 The mortgagar's D. ANDERSON MATHER ALSO KNOWN AS DAVID A. MATHER AND MELISSA

M. MATHER, HIS WIFE ("Borrower") This Security Instrument is given to

HARRIS BANK HINSDAL:, NATIONAL ASSOCIATION , which is organized and existing
under the laws of THE UNITED STATES OF AMERICA , and whose address is 50 SOUTH LINCOLN,

HARRIS BALL TITINGLE 605.1 HINSDALE, ILLINOIS 605/1) Borrower owes Lender the principal surrof .. TWO HUNDRED SIXTY THOUSAND AND NO/100-----De lars (U.S. \$. 260,000.00....). 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 March 1, 2016. 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, g ant and convey to Lender the following described property County, Illinois: located in ......Cook

The South 5.12 feet of the Lot 4, all of Loc 5 and the North 14.92 feet of the Lot 6 in Block 3 in Highlands, a subdivision of the North West quarter and West 800 feet of the North 144 feet of the South West quarter of Section 7, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 18-07-110-004-0000 7

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र कर दुव्यक्षित्वर केवले (त्रिके<mark>व्यक्षे</mark> स्थिति) १९५६की कुवस्था केवले स्थापना स्थापना Illinois ... 60521 ..... ("Property Address");

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Hinsdale

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

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.

(Zip Code)

## **UNOFFICIAL COPY**

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	ss Ziutio)	STATE OF LLIMOIS, DuPage
号	(See )	By Signiw's Below, Borrower as and in, any rider(s) execused by Borrower
	nts of this Security instrument as if the vider(s) were a part of this Security Lider	Gheck applicat le box(es)     Adjustable Race III in the cox(es)   Spring of the cox(es)      Graduated Paymer Krifethe Chacelly
	wer waives all right of homestead exemption in the Atopets.  The main of one or more riders are executed by Borrower and recorded rogerifier with an appropriate of agreements of each such rider ahall be incorporated into and shall amend and agreements of each such rider ahall be incorporated into and shall amend and	Oriog benesmold 1. 1
	tion of rents, including, but not limited to, receiver's fees; premiums on receiver's then to the sums secured by this Security Instrument, I and shall release this Security Instrument, Lender shall release this Security Bostower, shall pay any recordation costs.	bonds and reasonable arrorneys fees, and 21. Release. Upon payment of a
To the same of the	prior to the expiration of any period of redemprior following judicial sale. Lender (in perion, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the remains of the appointed receiver shall be applied first to payment of the costs.  Property including those past due. Any rems collected by Lender or the receiver shall be applied first to payment of the costs.	
	estrocracy (ees and coars of crite evidence transfer of the same o	noct inorganical in release to
	or before the date specified in the notice may result in acceleration of the sums closure by judicial proceeding and sale of the Property. The notice shall further after acceleration and the right to assert in the foreclosure proceeding the non-notes at its option may require immediate payment in full of all sums accured by releasing may require immediate payment in full of all sums accured by releasing and and may foreclose this Security Instrument by judicial proceeding retemment and may foreclose this Security Instrument by judicial proceeding processes incurred in pursuing the menedies provided in this paragraph 19.	secured by this Security Instrument, forest inform Borrower of the right to chies defense, existence of a defends or any other defense before the date specified in the notice, Le first Security, instrument without furthe Lander shall be entitled to collect all se

Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration followin

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If Lender required 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 a requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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 assigned and
shall be paid to Lender.

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 reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a flaim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to oblect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this S. c., ity Instrument, whether or not then due.

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 such payments.

10. Borrower Not Rates ed: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceeding, against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured of this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; print and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit 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 but does not execute the Note: (a) is co-sign age this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that L nder and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of other charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charges is all be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of eprilicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its tellors, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may in oke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the scoond paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any actice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Lot: which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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 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 secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other convenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any amounts disbutsed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender as other cerms of payable, with interest, upon notice from Lender to Borrower requesting the date.

under this paragraph 7, Lender does not have to do so.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to performative governance 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 bankruprcy, 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 and Lender's rights in the Property and Lender's rights in the Property in make repairs. Although Lender may take action court, paying reasonable attorneys fees and entering on the Property to make repairs. Although Lender may take action

fee title shall not merge unless Lender agrees to the merger in writing.

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. It this Security Instrument is on a lesschold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lesschold and

instruction immediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principe, shall not extend or passgrapose the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of "se payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and 1 tocceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

notice is given.

Unless Lender and Borrower otherwise agree in writing, insurance proceed. In Lender and Borrower otherwise agree in writing, insurance proceed. In the office descrity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessent d. Its insurance proceeds aball be applied to the sums secured by this Security Instrument, whether or not then due, with a well-series paid to Borrower. It is borrower abandons the Property, or does not answer within 30 days a notice from Lender 1,1,2, the insurance carrier has offered to sende a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds in or restore the Offered to sende a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds will began on restore the Property or to gay sums secured by this Security Instrument, whether or not then due. The 30-day per our will began when the Property or to a sender may sums secured by this Security Instrument, whether or not then due. The 30-day per our will began when the

All insurance policies and renewals shall be acceptable to Lender and sin, limcinde a standard mortgage clause frender and shall have the right to hold the policies and renewals. If Lender requires, Bourower shall give promptly give to Lender allireceipss of paid premiums and renewal notices. In the event of loss, Bourower shall give prompt notice to the insurance carrier and Lender, Lender, may make proof of loss if not made promptly by Bourower.

unressonably withheld. All insurance policies

5. Hazard Insurance, Borrower shall keep the inquow ments now existing or hereafter erected on the Property insured against loss by lite, hazards included within the term. exte aded coverage" and any other hazards for which lender requires insurance This insurance shall be maintained in the a... ownes and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrows subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrows subject to Lender's approval which shall not be

Siving of notice

Borrower shall promptly discha ge s.ny lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the outgation escured 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 lien of the lien an prevent the enforcement of the lien or forteinm. (c) any part of the Property, or (c) section in the high or defends appeared to the lien and agreement of the high any part of the lien are agreement of the high any part of the Property is subject to a lien which may actain priority the security Instrument, It lender determines that any part of the Property is subject to a lien which may actain priority the fine of the actions set forth above within 10 days of the densitying the lien. Botrower shall satisfy the lien or tall or or more of the actions set forth above within 10 days of the

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

More; third, to amout 's syable under paragraph 2, fourth, to interest due; and last, to principal due;

3. Applied of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Paragraphs I and 2 at all be applied: first, to late charges due under the Note; second, to prepayment charges due under the

es a credit against ch. sums secured by this Security Instrument.

Upon, yment in full of all sums secured by this Security Instrument, Lender shall prompely refund to Borrower any Funds held 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

amonut of the funds held by Lender is not sufficient to pay the escrow items when due; bortower shall pay to Lender any

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 when due, the excess shall be, at Borrower of the escrow items when payments of Funds. If the Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the

The Bunds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or asset agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not that ge for holding and applying the Funds and spelicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest and items, unless the Funds and applicable law requires interest to be pead. Account a the funds interest to be pead. Lender shall be paid on the Funds and interest or earnings on the Funds lender aball give to because the funds the interest and lender and debits on the Funds and the purpose for which each debit to the funds are funds are pledged as additional security for the sums secured by this Security instrument. Funds was made. The Funds are pledged as additional security for the sums secured by this Security instrument.

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Leader on the day monthly payments are due under the More, until the More is paid in full, a sum ("Funds) equal to one-twellth of: (a) yearly taxes and assessments which may attain priority over this Security Instituty (b) yearly leasthold payments or ground tents on the Property, if any, (c) yearly hazard insurance premiums, and (a) yearly moregage insurance premiums, and tay are no the Property, if any it is not in a continual to the Property, if any it is not it is not it is not it is any it is not it is not

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 More and any prepayment and late charges due under the More.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

WINDORM COVENNIUS Borrower and Lender covenant and agree as follows: