

**UNOFFICIAL COPY** 92776

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... APRIL 25  
19..... The mortgagor is ....GEORGE AND PAMELA A. LAMBROS, HUSBAND AND WIFE.....  
..... ("Borrower"). This Security Instrument is given to .....

FIRST, ILLINOIS BANK OF EVANSTON, N.A., which is organized and existing  
under the laws of ....THE UNITED STATES....., and whose address is .....

..... 800, DAVID STREET, EVANSTON, ILLINOIS 60204..... ("Lender").  
Borrower owes Lender the principal sum of .ONE HUNDRED TWENTY-FIVE AND NO/100.....  
..... Dollars (U.S. \$ 125,000.00....). 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 ..... MAY 1, 2001..... 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, grant and convey to Lender the following described property  
located in ..... COOK..... County, Illinois:

LOT 35 IN BLOCK 104 IN WHITE PLAINS UNIT 7 BEING A SUBDIVISION IN SECTION 8,  
TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

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which has the address of ..... 3100 CONCORD....., NORTHBROOK.....  
[Street] [City]  
Illinois ..... 60062 ..... ("Property Address").  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
apportionances, 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  
encumbrances of record.

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.

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(Space Below This Line Reserved for Lender and Recorder)

My Commission expires 11/12/88

Given under my hand and official seal, this 30 day of October, 1988  
Signed and delivered the said instrument as 11/12/88 free and voluntarily, before me this day in person and acknowledged that \_\_\_\_\_ the X  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ the X  
personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ AKC  
do hereby certify that GEORGE AND PAMELA A. LAMBERT, WIFE  
I, \_\_\_\_\_, a Notary Public in and for said county and state,  
State of Illinois, County of Cook  
Borrower \_\_\_\_\_  
GEORGE LAMBERT  
Signature \_\_\_\_\_  
Lender \_\_\_\_\_  
Signature \_\_\_\_\_  
IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Instrument the cover pages and agreements of this Security Instrument as if the rider(s) were a part of this Security  
23. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
supplements the cover pages and agreements of this Security Instrument. Lender shall amend and  
reexecute this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recordation costs.  
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
receipts and reasonable attorney fees, and when to the sums secured by this Security Instrument.  
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of  
costs of management of the Property, including, but not limited to, receiver's fees, premium  
apportioned received shall be entitled to enter upon, take possession of and manage the Property and to collect the rents  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by subagent)  
20. Lender in Possession, upon demand of the Property and at any time  
but not limited to, reasonable attorney fees and costs of title evidence.  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including  
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding  
before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by  
excessive of a default or any other deficiency of Borrower to acceleration and foreclosure. If the default is not cured on or  
inform Borrower of the right to remit after notice and the right to assert in the foreclosure proceeding the non-  
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further  
and (d) this failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
default; (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;  
unless a applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the  
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's  
19. Acceleration; Remedies. Lender shall file notice to accelerate following Borrower's  
Non-Lienform Covenants. Borrower and Lender further covenant and agree as follows:

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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 the 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.

**9. 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 the 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 claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security 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 Released; 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 proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by 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 Equal; Joint 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-signing 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 Lender 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 or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall 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 applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second 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 notice 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 Note 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 covenants 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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the date of disbursement unless Borrower and Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lender under this paragraph 7 shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7, Lender does not have to do so.

Lender may take action in court, paying reasonable attorney fees and costs resulting from the Property to make repairs. Although this instrument, Lender's actions may include paying any sums secured by a lien which has priority over Lender's rights in the Property, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in regular times, then Lender may proceed in bankruptcy, probable, or otherwise to enforce laws or documents and agreements contained in this Security instrument or in a legal proceeding that may significantly affect fee title shall not merge unless the merger is in writing.

Borrower shall comply with the provisions of this Security instrument. And if Borrower agrees to this Security instrument immediately prior to the acquisition, changes the Property to determine of common waste. If this Security instrument is on a leasehold, change the Property, allow the Property to merge in the lease, and if Borrower agrees to this Security instrument or a leasehold and Borrower shall comply with the Property to merge unless the merger is in writing.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not damage or abscond instrument immediately prior to the acquisition.

Instrument damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

under paragraph 19 that is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition of the lease, and 2 or change the amount of the payments, if

less Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore Borrower abandoning the instrument, whether or not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If restoration of repair is not economically feasible or Lender's right to lessened the insurance proceeds shall be

of the Property damaged, it is the restoration of repair is lessened, security is not lessened. If the

Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair

All insurance policies and renewals shall be acceptable to Lender and Borrower shall include a standard moratorium clause,

All receipts of paid premiums and renewals to hold the policies and renewals. If Lender and Borrower shall provide to the Lender unreasonable carrier prior to loss of not made promptly by Borrower.

Insurance carrier provides proof of loss of premium by Borrower to Lender and for the periods that Lender requires insurance loss by fire, hazards included within the term "standard coverage" and any other hazards for which Lender

insured against entitling the Lender to keep the instrument now existing or heretofore created on the Property

of the giving of notice.

Borrower shall keep the instrument now existing or heretofore created on the Property for which Lender notices identifying the lien. Borrower shall satisfy the lien or to the one or more of the actions set forth above within 10 days

Property is subject to Lender subordinating the lien to this Security instrument. If Lender may give Borrower a agreement the instrument of the lien or forfeiture of any part of the Property or (c) secures from the holder of the lien in prevent the enforcement of the lien in, legal proceedings which in the Lender's opinion operate to

which the hen by, or defends against entitling the Lender to pay all taxes, assessments, charges, fines and impoundments attributable to the payment to the obligation secured by the lien in a manner acceptable to Lender; (b) contents in good

receipts evidencing the payments.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impoundments attributable to the payment to amounts paid under this paragraph 2; fourth, to interest due; and last, to principal.

3. **Application of Payments.** Unless applicable law otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied; first, to late charges due under the Note, second, to preparement charges due under the Note; third, to amounts paid under this paragraph 2; fourth, to interest due; and last, to principal due.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any funds held by Lender at the time of any funds held by Lender, if under this paragraph 19 the Property is sold or acquired by Lender, no later than immediately prior to the sale of the Property to its acquiror by Lender, any funds held by Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by Lender. If the due dates of the escrow items held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount of the funds held by Lender or option, either prompt to pay the escrow items when due, the excess shall be

at Borrower's option, either prompt to pay the escrow items when due, the excess shall be applied to the escrow items when due, the due dates of the escrow items held by Lender, together with the future monthly payments of Funds payable prior to the amount of the funds held by Lender.

If the amount of the Funds held by Lender together with the future monthly payments of Funds payable prior to this Security instrument.

The Funds shall be held in an institution the deposits 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 the escrow items, unless, Lender may not charge for holding and applying the Funds, analyzing the account of escrow items when due, the excess shall be

based on current data and reasonable estimates of future escrow items.

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

the principal of and interest on the Note and any prepayment charges due under the Note.

1. **Payment of Premium and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows: