

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:  
RICHARD NASH

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MORTGAGE 000752394

THIS MORTGAGE ("Security Instrument") is made this 23RD day of MAY  
1986, between the Mortgagor,

JEROME F. SEAMAN AND JACQUELYN A. SEAMAN/HUSBAND AND WIFE

(herein "Borrower"), and the Mortgagee,

NORTH SHORE MORTGAGE AND FINANCIAL SERVICES, INC.  
a corporation organized and existing under the laws of The United States, whose address is  
118 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093  
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of  
**ONE HUNDRED EIGHTY THOUSAND AND NO/100---** Dollars,  
which indebtedness is evidenced by Borrower's note dated **MAY 23, 1986** (herein "Note"),  
providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on  
**JUNE 1, 2016**

TO SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, Borrower does hereby  
mortgage, grant and convey to Lender the following described property located in the County of COOK  
, State of Illinois

LOT 37 IN BLIETZ WINNETKA SUBDIVISION, BEING A SUBDIVISION OF THAT PART  
OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION  
18, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
LYING NORTH OF A LINE LYING MIDWAY BETWEEN THE CENTER LINES OF ASBURY  
AVENUE AND EDGEWOOD LANE EXTENDED WEST OF GROVE STREET AND THAT PART OF  
THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING NORTH OF  
THE CENTER LINE OF EDGEWOOD LANE EXTENDED WEST IN SECTION 18, TOWNSHIP  
42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

05-18-106-012-0000 H.W.

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which has the address of 1550 ASBURY, WINNETKA  
ILLINOIS 60093 (State and Zip Code) (City)  
(herein "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 (of the leasehold estate if this Mortgage is on a leasehold) as 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, and that Borrower will warrant and defend generally the title to the Property against all claims  
and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance  
policy insuring Lender's interest in the Property.

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RECORD AND RETURN TO:  
NORTH SHORE MORTGAGE AND ESTATE  
118 GREEN BAY ROAD  
WINNETKA, ILLINOIS 60093

JEROME F. SEAMAN AND JACQUELINE A. SEAMAN/111 S BAND AND WIFE  
1. The undersigned \_\_\_\_\_, a Notary Public in and for said county and state, do hereby certify that

**STATE OF ILLINOIS.**

JACQUELINE A. SEAMAN/HIS WIFE  
IN WITNESS WHEREOF, Borrower has executed this Mortgage.

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and in any addendum(s) executed by Lender and recorded with it.

- Z-4 Family Rider
  - Condormium Rider
  - Adjustable Rate Rider
  - Credit-rated Payments Rider
  - Other(s) (Specify)

22. Wariver of Homeestead, Borrower waives all right of homestead exemption in the Property.  
23. Relders to this Security Instrument, if one or more relatives are executors by Bottower and recorded together with this Security Instrument, the coverees and agreements of each such relder shall be incorporated into and shall amend and supplement this instrument as if the relder(s) were a part of this Security Instrument [Check applicable box(es)]

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this instrument with  
with all charges to Borrower, for reasonable costs of Preparation and delivery of a release deed. Borrower and Lender shall agree that if the  
Federal Reserve Association or the Federal Home Loan Bank Corporation buy all or some of the Lender's interest  
under this Security Instrument, such preparation and delivery of a release deed shall be without charge. Notwithstanding the foregoing

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of this Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender, by Agent or by Judicial Appointed Receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property and collection costs called to center upon, but not limited to, receiver's fees, premiums on receivable bonds and reasonable attorney's fees, and then to the sums received by this Securitization instrument.

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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 of and interest on the indebtedness evidenced by the Note and any prepayment and late charges due under 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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments imposed by governmental bodies which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

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, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured 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 Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants 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 bankruptcy, 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. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender requires 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.

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yielded in this paragrapg 19, instead of 10, reacnches, etc., etc., fees and costs, etc., etc., evidence.

19. Acceleration of Remedies. Lender shall give notice to Borrower prior to acceleration of any provision of this Agreement (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). This notice shall specify: (a) the date the default must be cured; and (b) the action required to cure the default; (c) a date, not less than 30 days from the date the default is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and the right to foreclose on or before the date specified in the notice. The notice shall also state the date the default must be cured, if the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and the right to foreclose on or before the date specified in the notice.

**NON-UNIFORM COVENANTS:** Bottower and Lender further covenant and agree as follows:

Indemnification: Lender shall be indemnified by Borrower against all expenses, losses, damages, and costs (including reasonable attorney's fees) incurred by Lender in connection with any investigation or defense of any claim, demand, suit, proceeding, or action brought against Lender by reason of any act or omission of Borrower in connection with the making of the Note or the performance of any of the terms hereof.

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

17. Transfer of Proprietary or Beneficial Interest in Borrower: If all or any part of the Proprietary or any interest in it is sold or transferred by the Borrower to another person, the Borrower shall pay to the Lender all amounts due under this Note and the Security Instrument.

13. 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 of this Security Instrument is held invalid or unenforceable, such provision will not affect other provisions of this Security Instrument or the title within each 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.

13. Registration Affidavit: Lender's Kit includes, if a participant in the application of an underwriting policy, the effect of underwriting any provision of the Note or this Deed of Trust on the underwriting of the Note or this Deed of Trust by underwriters and may waive any condition imposed by underwriters.

12. **Loan Charges.** It is to be agreed by this Security instrument is subject to a law which sets maximum loan charges, and that law is usually interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the amount required without any preparation under the Note. If a refund reduces to make this demand by adding the following language in direct payment to Borrower. Under no circumstances will be treated as a partial payment without any preparation under the Note of by making a direct payment to Borrower. If a refund reduces to make this demand by adding the following language in direct payment to Borrower. Under no circumstances will be treated as a partial payment without any preparation under the Note.

11. **Successores and Asseguares Found; Joint and Several Liability;** Co-signers, The Government and Agreements of this Security Instrument shall bind and shall benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17.

12. **Interimment and Waivers;** Joint and Several Liability; Co-signers, The Government and Agreements of this Security Instrument shall bind and shall benefit the successors and assigns of Lender and Borrower, except to the extent provided in the following paragraphs:

10. Borrower shall not transfer or assign his interest in this Note or the instrument described by this Security Instrument to any third party without the prior written consent of Lender.

in the Property is damaged by Borrower, or if, after notice by Lender to Borrower that the condition or other event set forth in the Agreement has occurred, Borrower fails to respond to Lender's notice by Lender to Borrower to repair the damage or to make an award to Lender and pay him the amount due.

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 convenience in lieu of condemnation, are hereby assigned and shall be paid to London.

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State of Illinois                           } SS.  
County of COOK

I, CYNTHIA ANIOLOWSKI, a Notary Public in and for said County,  
in the State aforesaid, DO HEREBY CERTIFY THAT

JACQUELYN A. SWANAN

personally known to me to be the same person whose name  
subscribed to the foregoing Instrument appeared before me this  
day in person and acknowledged the that SHE signed, sealed and  
delivered the said Instrument as free and voluntary act, for the  
uses and purposes therein set forth, including the release and  
waiver of the right of homestead.

GIVEN under my hand and notarial seal, this 23rd day of MAY A.D.  
1986.

Cynthia Aniowski  
Notary Public

My commission expires the 24th day of MARCH A.D., 1990

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**ADJUSTABLE RATE  
MORTGAGE RIDER**

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Loan Number: 000752394

**NOTICE:** The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this 23RD day of MAY, 19 86, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

NORTH SHORE MORTGAGE AND FINANCIAL SERVICES, INC., AN ILLINOIS CORPORATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

1550 ASBURY, WINNETKA, ILLINOIS 60093

Property Address

**MODIFICATIONS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Interest Rate and Monthly Payment Changes**

The Note has an "Initial Interest Rate" of 9.750 %. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on JUNE 1, 19 96 and on that day of the month every 120 month(s) thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

(1)  \* The weekly average yield on United States Treasury securities adjusted to a constant maturity of TEN year(s), as made available by the Federal Reserve Board.

In no event over the full term of the Note will the interest rate be increased more than 5.250 percentage points (5.250%) from the Initial Rate of Interest.

Before each Change Date the Note Holder will calculate the new interest rate by adding 2.250 percentage points (2.250%) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on any single Change Date by more than FOUR percentage points (4.00%) from the rate of interest currently being paid.

(2)  \* Other:

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If the interest rate changes, the amount of Borrower's monthly payment will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

**B. Loan Charges**

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal I owe under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**C. Prior Liens**

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

**D. Transfer of the Property**

If there is a transfer of the property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

\*If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first index named will apply.

X Jerome F. Seaman \_\_\_\_\_ (Seal)  
JEROME F. SEAMAN - Borrower

X Jacqueline A. Seaman \_\_\_\_\_ (Seal)  
JACQUELYN A. SEAMAN/HIS WIFE - Borrower

\_\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_\_ (Seal)  
- Borrower

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Property of Cook County Clerk's Office

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DEPT-01 RECORDING \$16.20

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