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THIS INSTRUMENT WAS PREPARED BY MARIANN A FERRIN TO THE PROPERTY OF THE PROPER First Illinois Bank of Evanston, N.A. Pot 2 800 Davis Street den em Evanston, Illinois 60204

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The state of the s Nor Recording Data) MORTGAGE t karjese i neme lidaj kratist nilas 186 s.

THIS MORTGAGE ("Security Instrument") is given on UNE 17.

19.86... The mortgagor is MITCHELL E. GARNER, AND ELLEN, KEEFE-GARNER, HUSBAND, AND WIFE. ("Borrower"). This Security Instrument is given to ...E.I.R.ST...ILL.I.NQI.S BANK OF EVALUTION, N.A., which is organized and existing under the laws ofTHE..UNITED..STATES......, and whose address is ..800..DAVI.S..STREET.,..... ...காக்காகக்காகக்காக வரக்காகக்க Dollars (U.S. \$.85,000,00......). This debt is evidenced by Borrower's note $^{1/2}$

secures to Lender: (a) the repaying it of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of an other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the perfor naive of Borrower's covenants and agreements under this Security Instrument and oletik visik. Friday hij Lamanda oletik ki man akaba difihir di di dinihili dilikur kan dinihir kuma bahisi k

LOT 3 IN RESUBDIVISION OF THE SAST 123 FEET OF LOT 2 (EXCEPT THE SOUTH 74 FEET) IN BLOCK 7 IN TILIAGE OF WILMETTE IN SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TO A PRINCIPAL IN COOK COUNTY, THE INCIRCL. IN COOK COUNTY,ILLINOIS,只是有明确的特殊,但是一个人的人,但是他们的人的人的人的人的人的人,但是不是一个人的人的人,但是不是一个人的人的人,

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which has the address of and another 331 14TH STREET. Hinois ("Property Address"); A separate of the many provided with Code provided and the first many with the control of the contr

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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 of foregoing is referred to in this Security Instrument as the "Property." The control of the opposition of the property of the 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. or in Tributa in granicis Incidenti nui negrata in con

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with \(\frac{1}{2}\). imited variations by jurisdiction to constitute a uniform sector.

The data is a passed by Landau and Landau and the landau an limited variations by jurisdiction to constitute a uniform security instrument covering real property. wisquigglying in paragraph practical approximation of

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT (1995)

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NON-UNIFORM CLUEN IN S Bordwer and Leader Luther toxen aut in laster as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date 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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

Instrument without charge to Borrower. Be 22, Wair er of Homestead. Borrower 23. Riders to this Security Instrumenthis Security Instrument, the covenants and	r waives all right of homestead exemption i ent. If one or more riders are executed by l d agreements of each such rider shall be in	n the Property. Borrower and recorded together with corporated into and shall amend and
supplement the coverants and agreement Instrument. [Check applicable box(es)]		
Adjustable Ra Clider	Condominium Rider	2-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	•
Other(s) [specify]		• • • • • • • • • • • • • • • • • • •
Instrument and in any rider(s) executed by	MITCHELL E GARNER Gleen Keep	Lame (Seal)
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State of Illinois, Cook	The state of
the undersigned , a Notary Public in and for aid county a	
17. The Under Signot , a Notary Public in and for aid county a	nd state
do hereby certify that Metchell E. Garrer & Ellen Keef Can	el.
hus wife, personally known to me to be the same person(s) whose name(s)	sub-
All the firms where there is the first property of	Till
scribed to the foregoing instrument, appeared before me this day in person, and acknowledged that	he 7
signed and delivered the said instrument as . There is the and voluntary act, for the uses and proceedings of the control of the control of the control of the control of the uses and proceed the said instrument as . There are the control of the control of the uses and proceedings are the control of the co	311 M13 41 441
signed and delivered the said instrument as . 7.7.466 Tree and voluntary act, for the uses and parties are to be added to a second of the said and the said	our pose:
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Given under my hand and official seal, this 17TH. DAY.OF. JUNE	٠٠.,
My Commission expires: 4/0/89	
my Commission expires: [[[] [] [] []	*

ए जिल्लाका के जिल्लाम स्वाप्त । इस विकास करता है । १००० व

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11. Acceptance the confidence of the first of the summer of the summer of the summer of the confidence of the summer of the summ

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 a athorized 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 Le ider 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 amorphisation 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 an ortization 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 Point; 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 an i agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note. (a) in 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 jecu ity 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, the v (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) ray 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 unenforces he 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 teeps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrumer, 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 rotice 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 Dorrower, 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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trequesting payment.

AND WAR the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

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 Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruprey, probate, for condemnation or to enforce laws or

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the fee title shall not merge unless Lender agrees to the merger in writing.

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower acquires fee title to the Property, the leasehold and 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition.

from 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 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting positione the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to princip a shall not extend or

when the notice is given. 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 Borrower abandons the Property, or does not answer within 30 days a notice from Lende, it at the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically seasible and Lender's security is not lessened. If the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Bo or warall receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall prompily give to Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

nuceasonably withheld.

5. Hazard finaurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance 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 accounts and for the periods that Lender requires. The insurance shall be maintained in the accounts and for the periods that Lender requires. The insurance shall be chosen by Borrowst subject to Lender's approval which shall not be

of the giving of notice 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 lie to take one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the ach to this Security Instrument. If Lender determines that any part of 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 of the site of the secures from the holder of the lien an agreement of the secures from the holder of the lien an agreement of the secures from the holder of the lien an agreement of the secures from the holder of the lien an agreement of the lien and the

Borrower shall promptly discharge, my lien which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments. to be paid under this paragraph. If Dor ower makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the perior owed payment. Borrower shall promptly furnish to Lender all notices of amounts Bortower shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain privrity over this Security Instrument, and leasehold payments or ground rents, if any.

Note; third, to amounts paya Me under paragraph 2; fourth, to interest due; and last, to principal due.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under under the Mote; second, to prepayment charges due under the Mote; second, to prepayment charges due under the

application as a creat against the sums secured by this Security Instrument. than immediately pror to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

amount necessary to make up the deficiency in one or more payments as required by Lender. Bender shall promptly refund to Borrower any Funds held by 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 impediately the state of the Property is sold or acquired by Lender, Lender shall apply, no later than impediately the state of the Property is sold or acquired by Lender shall apply, no later than impediately the state of the Property of the

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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or basis of current data and reasonable estimates of future escrow items.

one-twelfth of (a) yearly taxes and assessments 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; and (d) yearly mortgage insurance premiums; if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of contrast that and representations of functions in the response of functions are called "escrow items." the principal of and interest on the debt 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 the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

UNIFORM COVENANTS BOTTOWER and Lender covenant and agree as follows: