

UNOFFICIAL COPY

86274079

SKOKIE COUNTY, ILLINOIS
NOTICE OF FILER RECORD

1986 JUL -2 PM 3:33

86274079

[Space Above This Line For Recording Data]

MORTGAGE

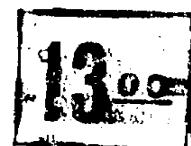
Return to: RECORDER'S BOX 92

70 56 02 PDI

THIS MORTGAGE ("Security Instrument") is given on June 30th, 1986. The mortgagor is MORGAN M. LEWIS, a bachelor ("Borrower"). This Security Instrument is given to FIRST NATIONAL BANK OF SKOKIE, A National Banking Association, which is organized and existing under the laws of the United States of America, and whose address is 8001 Lincoln Avenue, Skokie, Illinois 60077 ("Lender"). Borrower owes Lender the principal sum of One Hundred and Seven Thousand and 00/100 Dollars (U.S.\$ 107,000.00). 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 July 1st, 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, grant and convey to Lender the following described property located in COOK County, Illinois: LOT 1 IN BLOCK 5 IN GLENVIEW PARK MANOR UNIT NO.6, A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 AND OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 09-12-105-021-0000

ADDRESS 2518 HARRISON
GLENVIEW, IL 60025



2518 Harrison, Glenview

which has the address of
(Street) (City)
Illinois. 60025 ("Property Address"); PIN. 09-12-105-021-0000
(Zip Code)

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 seized 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.

ILLINOIS—Single Family—FIRMA/FHLMC UNIFORM INSTRUMENT

Form 3014 Rev. 5/88 Typecraft Co., Chicago

THIS INSTRUMENT PREPARED BY:

Norman Solomon

FIRST NATIONAL BANK OF SKOKIE
8001 Lincoln, Skokie, IL 60077
(Address)

86274079

UNOFFICIAL COPY

6624233

[Same as Below This Line] Rewards For Leader and Recorder]

Form 7014 Rev 6/65 - Typewriter Co., Inc. - Chicago

Digitized by srujanika@gmail.com

M5 Commission expires: 9-24-89

Given under my hand and official seal this 30th day of June 1896

Sect forth.

Permanently known to me to be the same person(s) whose name(s) is
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the said instrument as his true and voluntary act, for the uses and purposes therein

The underlying public law and for said county and state.

ASSISTANT VICE PRESIDENT
STATE OF ILLINOIS
COOK COUNTY
County Seal

BY: *[Signature]*
Date: *[Signature]*
(Seal) _____
-Borrower
-Lender

The Installation Note mentioned in the within
Message has been delivered herewith under
Instruction No. 5872

In witness whereof, Borrower has executed this Mortgage.

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Graduated Raymunt Rides
 Planned Unit Development Rider
 Other(s) [Specify] _____

This Security Information Statement is one of the security documents which are exceptions to some or all of the provisions of the Canadian Securities Act.

The Property Building those past due. Any rents collected by Landlord 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 attorney's fees, and then to the sums accrued by this instrument.

20. Lender, in his sole discretion, upon any period of re-employment following his/her initial term of employment, shall be entitled to collect the rents of the real estate which he/she owned at the time of his/her initial employment.

before the date specified in the notice, Lender or its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose after Security instrument provided in this paragraph 19, including expenses incurred to collect all expenses incurred in pursuing the remedies provided in this paragraph 19.

and (d) that failure to carry out the definition on or before the date specified in the notice may result in the suspension of security interest by judicial proceeding in the place where the property is situated in accordance with the laws of such state or province.

19. Acceleration: Remedies under shall give notice to Borrower prior to acceleration following Borrower's breach of any commitment 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;

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

UNOFFICIAL COPY

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

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 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 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 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 that 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 improvement, 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.

6094295

UNOFFICIAL COPY

18. Borrower's Right to Remittee. If Borrower meets certain conditions, Borrower shall have the right to have a comparable law may specify for certain instruments before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment thereon affecting this Security Instrument. Those conditions are that Borrower: (a) pays all expenses incurred in enforcing his rights under this Security Instrument; (b) causes default of any other instrument covering the same property; (c) pays all expenses incurred in accelerating the note; and (d) takes such action as Lender may reasonably require to assure that the sum secured by this Note will be paid when due.

If I trades exercise 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. Borrower may pay all sums secured by this Security instrument without further notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one copy of this 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) to another person, Lender's prior written consent is required. Borrower is sold or transferred and Borrower is not a natural person without, however, this instrument. However, this opinion shall not be exercised by Lender if all sums secured by this security instrument may, at its option, require immediate payment in full of all sums secured by this security instrument.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing if delivery in writing is required by law, and shall be deemed to have been given to Borrower if delivered personally to Lender at Lender's address stated herein or to 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 when given in writing if delivery is provided for in this Security Instrument.

13. **Interpretation According to the Note of the Secretary-General**, or extraction of applicable laws has the effect of rendering any provision of the Note of the Secretary-General incompatible with the Convention.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and if that law is finally interpreted so that it is in the interest of other loan charges collected or to be collected in connection with the loan exceed the permitted limit, 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 exceed the Note or by making a direct payment to Borrower, a creditor reduces principal, the reduction will be treated as a partial payment on account of the Note or by making a direct payment to Borrower.

11. Successors and Assigns: Borrower shall bind and severally liability to successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and severally liability to the successors and assigns of Lender and Borrower, and subject to the terms of this Security Instrument shall bind and severally liability to signers.

by the original Borrower or Borrower's successors in interest. Any forfeiture or exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Unless less is ordered and Borrowers shall pay otherwise in writing, any application of proceeds to principal shall not extend or postpone the due date of the moratorium payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Interest on late payments by Letter Note & Lawyer.** Extension of the time for payment of the sums secured by Letter Note or Receipts for amounts received in paragraphs 1 and 2 or otherwise in respect of the sums secured by this Security Instrument by reason of any demand made

Lender shall not be entitled to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise in respect of the sums secured by this Security Instrument by reason of any demand made

If the Property is damaged by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of a claim for damage, Borrower fails to restore within 30 days after such notice, either to restore or to the sums secured by this Security Instrument, which ever of the two is due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender.

11. Lender requires mortgagor to pay the premiums required as a condition of making the loans secured by this security instrument.
Borrower shall pay the premiums required as insurance to insure him against loss of his property or damage to his property in the event of his death or disability.