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8629446A

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 24

19.86 The mortgagor is Michael L. Blyth & Macon W. Blyth, Husband & Wife dated the same date as this pecurity Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable or ... August 25, 1986. 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 31 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

Lot 18 in Robertson's Addition to Evanston, being a subdivision of all of Lots 16A, 15B, and 14 C (except the North 170 feet thereof) and Lot 13D, (except the North 170 feet thereof) in Happ's Subdivision of Part of the Northeast 1/4 of Section 14, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 10-14-203-003

155 III BANIC OF EUR 500 DAVIS Street Evanston. III 6020

which has the address of 2732 Woodland Rd

[2-p Cooe]

..... ("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 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.

ILLINOIS-Single Family-FRMA/FHLMC UNIFORM INSTRUMENT

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 nonexistence 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.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiv of Homestead. Borrower waives all right of homestead exemption in the Property. 23. Riders to his Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and snall amend and

supplement the covenant and agreement	s of this Security Instrument as if t	the rider(s) were a part of this Security
Instrument. [Check apr/ice ale box(es)]		
Adjustable Rate Rider	Condominium Rider	2-4 Family Rider
Graduated Payment forder	Planned Unit Development R	tider
Other(s) [specify]		
By Signing Below, Berrower a Instrument and in any rider(s) executed by		WBG (Seal)
	icace Brion This Law or Acknowledgment)	

\$13.25 PEPT-01 RECORDING 1#3323 TRAN 3655 07/15/86 10 33:00 #693 # A #-86-294464 CODE COUNTY RECORDER

1. TATRICLE. C. NEIMMAN. a Notary Public in and for soid county and state, do hereby certify that Michael L. Blath. AND MAKEN W. BTKIH, HERON WILLIAM scribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . The y. . signed and delivered the said instrument as . . . I HEAR. . . . free and voluntary act, for the uses and purposes therein set forth. My Commission expires: Notary Public

Notary Public

Ty Commission Expires June 5, 1988

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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 heu 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 Lenger 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. Borrow: 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 a mortization 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 Pound: Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and be lefit 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. (1) 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 (2) 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 (2) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) (m), 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 pertial 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 St ps 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 volice 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 to a 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 for 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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requesting payment.

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 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 bankrupity, probate, for condemnation or to enforce laws or coverants 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 Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to detenorate or commit waste. If this Security Instrument is on a leaschold,

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 inoceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amour, of the payments. If

Unless Lender and Borrower otherwise agree in writing, any upplication of proceeds to principal 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 regain 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 Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with 2 by excess paid to Borrower. If restoration or repair is not economically feasible or Lender's secunty would be lessen d the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically leasible and Lenger s security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds, hall be applied to restoration or repair

all receipts of paid premiums and renewal notices. In the event of loss, Boscower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Boscower shall give prompt notice to the insurance Fouget shall have the right to hold the policies and renewals. If Lender equives, Borrower shall promptly give to Lender

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

nuccasouably withheld. 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 an orner and for the periods that Lender requires. The insurance shall be chosen by Bort ow it subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Bort ow it subject to Lender's approval which shall not be

Hazard Insurance. Borrower shall keep the I npr. sements now existing or hereafter erected on the Property ຈວາງດນ ງດ ສີນເຄາືອ ຈຖາ ງດ the Property is subject to a lien which may attain pricity over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the liet of take one or more of the actions set forth above within 10 days

agreement satisfactory to Lender subordinating the light of 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 tien by, or defends against enforcement of the lien in, legal proceedings which in the Lender; (b) contests in good faith the tien 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 forfeitur. of any part of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the sign of the lien ander the enforcement of the sign of the lien ander the enforcement of the sign of the lien ander the enforcement of the sign of the lien ander the enforcement of the lien and the li

receipts evidencing the payments. to be paid under this paragraph. If Borrower 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 Borrower shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall Property which may attain princity over this Security Instrument, and leasehold payments or ground rents, if any,

Note; third, to amounts payable under paragraph 2, fourth, to interest due; and last, to principal due. paragraphs I and 2 si all it applied: first, to late charges due under the Note; second, to prepayment charges due under the

application as a grant against the sums secured by this Security instrument.

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately pror to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

amount necestary to make up the deficiency in one or more payments as required by Lender. Upo a payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

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 ortion, 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 piedged 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 agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law 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 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 tents on the Property, if any, (c) yearly hazard insurance premiums, and (d) yearly morrgage insurance premiums, if any. These items are called "eserton items." Lender may estimate the Funds due on the morrgage insurance premiums, if any. These items are called "eserton items." Lender may estimate the Funds due on the passession due to the fourth day of the fourth of the 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shail 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 principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

UNIFORM COVENAITS Bottower and Lender covenant and agree as follows: