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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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**MORTGAGE**

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THIS MORTGAGE ("Security Instrument") is given on ..... July 9, 1986. The mortgagor is ..... Joan Mersten, Bank of Northfield ("Borrower"). This Security Instrument is given to ..... which is organized and existing under the laws of ..... the State of Illinois ..... and whose address is ..... 400 Central Avenue, Northfield, Illinois ..... ("Lender"). Borrower owes Lender the principal sum of ..... One Hundred Sixteen Thousand Dollars and NO/100-..... Dollars (U.S. \$116,000.00).... 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 ..... August 1, 2001..... This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in ..... Cook, County, Illinois.

Lot 61 in Glenbrook Estates, being a subdivision of that part of the North East 1/4 of the South East 1/4 (Except the West 75.0 feet of the North 580.80 feet thereof) of Section 29, Township 42 North, Range 12 East of the Third Principal Meridian lying South and West of the land acquired for the realignment of Lake Avenue and Pfingsten Road by Condemnation Case No. 62-6274, Tract 20, filed April 26, 1962 in Cook County, Illinois.

Tax I.D. # 04-29-410-012

Address: Same

which has the address of ..... 1615 Barry Lane .....  
(Street) .....  
Illinois ..... 60025 ..... ("Property Address");  
(Zip Code)

Glenview .....  
(City)

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.

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STATE OF ILLINOIS.....		County ss:
I, Marcelline Government, .....		a Notary Public in and for said county and state,
do hereby certify that .....		Jean Mersteen & Victor Mersteen .....
..... personally known to me to be the same person (s) whose name (s) .....		..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that .....
..... signed and delivered the said instrument as ..... a .....		..... free and voluntary act, for the uses and purposes herein
..... Given under my hand and official seal, this 9th .....		..... day of July 1986 .....
..... set forth.		My Commission expires: 10-08-1987
NAME Jayne A. Hemritch STREET Bank of Northfield CITY Northfield, Illinois 60093 ZIP 60093 PHONE (312) 321-1234 FAX (312) 321-1235 E-MAIL jayne.hemritch@bankofnorthfield.com		
Jayne A. Hemritch, Loan Op. Officer 400 Central Ave., Northfield, IL 60093 INSECT STREET ADDRESS OR ABOVE DESCIBED PROPERTY HERE FOR RECORDS INDEX PURPOSES		

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

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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 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.

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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) thirty (30) days after sale of the Property if Borrower has paid all amounts due under this Security instrument and has cured all deficiencies in the title to the Property.

This Security Instrument is made under the laws of the State of Indiana, and shall be construed and interpreted according to the laws of the State of Indiana.

If Lender exercises this option, Lender shall have the right to accelerate Borrower's entire debt to Lender by notice in writing.

16. Borrower's Copy. Borrower shall be given one countermarked copy of the Note and of this security instrument.  
17. Transfer of the Property or a Beneficial Interest. If all of any beneficial interest of the Note and of this security instrument 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), this option shall not be exercised by Lender if exercise is prohibited by Section 8-102(1)(b) of the UCC.

which can be given without the configuration provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

provided for in this section shall be governed by the law of the state or territory in which the principal office of the corporation is located.

Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address Borrower designates by notice to Lender. Any notice to Lender shall be deemed to have been given to Lender when delivered to Lender at the address given as provided below.

**11. Notices.** Any notice to Borrower provided for in this Security Lien Agreement shall be given by mailing it or by fax to the first class mail unless applicable law requires use of another method. The notice shall be directed to the

13. **Legislation** **America's** **Rights**, it **enactment** **of** **expansion** **of** **application** **laws** **the** **effect** **of** **rendering** **any** **provision** **or** **this** **Note** **or** **this** **Security** **Instrument** **unenforceable** **ab** **a** **record** **to** **its** **terms**  
14. **Lender** **permits** **any** **remedies** **provided** **by** **paragraph** **19**, **If** **Lender** **renders** **exercises** **this** **option**, **Lender** **shall** **take** **to** **the** **steps** **specified** **in** **the** **second** **paragraph** **of**

under the Note or by making a direct payment to Borrowser. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgo or release any accommodations with regard to the terms of this Security Instrument or the Note without

by the original Bottowker or Boscawen's successors in interest. Any房 proprietor in exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower in all rights to release the liability of the original Borrower's successors in interest to pay demand made

10. Borrower or Not Releasee; Prepayment. Extension of the time for payment of monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments due at the end of the period otherwise agree in writing, my application to principal sum outstanding

Given, Learned is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date the condominium 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 of abandonment is given, Lender may file suit against Borrower for the amount of the award.

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 before the taking divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

any conveyance or transfer of any part of the Property, or for other conveyance in lieu of condemnation, the lessee shall be liable to pay to the lessor the amount of the sum secured by this Security Agreement.

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Insurance companies shall pay the premiums required to maintain the insurance coverage in effect until such time as the requirements for the issuance of a license are met.

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument