

# UNOFFICIAL COPY

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[Space Above This Line For Recording Data]

This instrument was prepared by:

C. DAHLEM C/O 1ST BK & TR ILL

(Name)

300 E. NORTHWEST HIGHWAY

(Address)

PALATINE, IL 60067

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... JULY 28, 1987. The mortgagors are: BRIAN ANDERSON AND JAMIE ANDERSON, HIS WIFE, AS JOINT TENANTS ..... ("Borrower"). This Security Instrument is given to ..... FIRST BANK & TRUST CO. OF ILLINOIS ..... which is organized and existing under the laws of ..... THE STATE OF ILLINOIS ..... and whose address is ..... 35 N. BROCKWAY - P.O. BOX 249, PALATINE, IL 60067 ..... ("Lender"). Borrower owes Lender the principal sum of SEVENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 \*\*\*\*\* \*\*\*\*\* Dollars (U.S. \$77,500.00\*\*\*\*\*). 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, 2017. 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 7 (EXCEPT THE NORTH 20.00 FEET THEREOF), AND ALL OF LOT 8, IN BLOCK 10 IN WILLIAM M. ANDERSON AND COMPANY'S POULTRY ESTATES, UNIT NUMBER 6, BEING A SUBDIVISION OF SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 02-18-401-007-0000 - Lot 7  
02-18-401-008-0000 - lot 8

COMMONLY KNOWN AS: 175 BRADWELL ROAD, BARRINGTON, ILLINOIS, 60010

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which has the address of ... 175 BRADWELL ROAD ..... BARRINGTON .....  
[Street] [City]

Illinois ..... 60010 ..... ("Property Address")  
[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 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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BOX 333-66 Z

Mar. 20, 1967  
Mall of America  
1-100 + 13k + Tr Co of Minnesota  
300 E. Mall of America Dr.  
Minneapolis, MN 55431

68-81-01

My Committee expires:

87431043

MARIA M. LAPUENTE  
do hereby certify that BRIAN ANDERSON AND JAMES ANDERSON, Public in and for said country and state,  
do hereby certify that No one Public in and for said country and state,  
....., personally known to me to be the same person(s) whose names I THEY  
....., described to me to be the foregoing instrument, appeared before me this day in person, and acknowledged that he X  
....., delivered the said instrument to me for his signature, free and voluntary act, for the uses and purposes herein  
....., signed and delivered the said instrument as THEIR....., free and voluntary act, for the uses and purposes herein  
....., see fourth.

STATE OF ILLINOIS ..... COOK ..... County ss:

and in any ride(s) executed by Bar (or me and recorded with its  
signature \_\_\_\_\_  
BRIAN ANDERSON (X)  
BRIAN ANDERSON (X)  
BRIAN ANDERSON (X)  
BRIAN ANDERSON (X)

Advanced Education Rider  
 Comprehensive Rider  
 Standard Rider  
 Other(s) [Specify]

22. **Waterer of Homestead.** Borrower will reflect of homesteaded exemption in the Property.  
23. **Right of 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 shall amend and supplement the terms and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable box(es)].

Under such circumstances, all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of tide evidence, shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19.

secluded by this Executive Lntermeat, foreclosed by judicial proceeding and sale of the Property. The notice shall suffice in form to give the parties reasonable time to assert their rights to proceed in the foreclosure action and the right to assert in the foreclosure proceeding the non-

(1) unless applicable law provides otherwise; (2) the notice shall specify: (a) the date the default occurred; (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;

19. **Acceleration:** Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

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5 7 4 3 1 3 4 5

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 a 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 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 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 such payments.

**10. Borrower Not Pre-sued; 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 amortization 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 Bound; 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 and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) 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 (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 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: (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 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 any law 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 steps 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 notice 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 attorney's 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 15 or 17.

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Any amounts disbursed by Lender under this Paragraph 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 at the rate of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding payment.

7. Precedent clauses of Lenders' Rights in the Property: Borrower fails to perform the covenants and precomplaints contained in this Escrow, it is agreed that the same may be enforced by Lender's Rights in the Property (such as a proceeding in bankruptcy, probate, or court of admiralty or otherwise) without notice to Borrower, if necessary to protect Lender's interest in the Property.

6. Preservation and Maintenance of Property: Lessee holds, 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 and Borrower shall comply with the provisions of the lease, and if Borrower acquires title to the Property, the lesseehold and

**Article 19** The lessor and lessee shall not extend or otherwise alter or waive any application of proceeds to payment of taxes or other expenses.

Understand and answer otherwise agree in writing, insurance policy will be applied to restoration of repair of the property damaged, if the restoration of repair is economically feasible and Under's security is not lessened. If the restoration of repair is not economically feasible or Under's security is not lessened, if the restoration of repair is to be made by this Security, which may collect the insurance proceeds. Under may use the proceeds to repair his property or to secure a claim, when Under's security is not less than due. The 30-day period will begin when the property is secured by this Security, unless otherwise provided in the policy.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium clause. Lender shall have the right to hold the policies and renewals, if lender requires, until prompt notice is given to Lender all receipts paid premiums and renewal notices. In the event of loss, Borrower shall promptly notify the insurance carrier and

**5. Hazard Insurance.** Borrower shall keep the insurance up-to-date and pay all premiums when due. Borrower will not be liable for any loss by fire, hazards included within the term "extended coverage", and any other hazards for which Lender is not responsible for under the terms of the policy.

Borrower shall promptly disclose any item which has priority over this Security Instrument unless Borrower: (a) discloses in writing to the party in interest, garnish secured by the item in a manner acceptable to Lender; (b) conveys it in good faith to Lender; or (c) sells it to Lender for a price paid by Lender.

4. Chagges: Liens, accroches shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue over this security instrument, and leasehold payments or ground rents, if any. Borrower shall pay all property taxes, assessments, charges, fines and impositions attributable to the property.

3. Applicable criteria of Payments. Unless otherwise provided by law, payments received by the vendor under these Notes shall be applicable first, to late charges due under the Note; second, to prepayment charges due under the Note.

Upon delivery of all sums secured by this Security Lien certificate, Lender shall promptly refund to Borrower any Fund held by Lender under paragraph 19 of this Property or its acquisition by Lender, any Funds held by Lender at the time of application for a credit, or the sale of the same secured by this Security Lien certificate.

Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If this amount of the Funds held by Lender is not sufficient to pay the accrued items when due, Borrower shall pay to Lender any amounts necessary to make the most recent payment to Lender.

Funds was made. The Funds are pledged as additional security for the sums secured by this Security Lien agreement.

The funds shall be held in an institution the deposits or accounts of which are insured 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 receives compensation for its services. Borrower interests on the funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree to pay Lender any interest or earnings 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 cost or expense, any documents or information it has concerning the funds.

Underwriting fees are paid to brokers and agents for their services in finding and presenting prospective buyers to the seller. These fees are usually a percentage of the sales price, ranging from 1% to 3%.

principles of just and equitable taxation. Subject to applicable law or to written waiver by Lender, Borrower shall pay taxes and insurance premiums and any prepayment and release charges due under the Note.