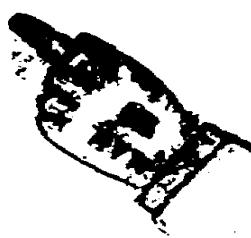


UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:
FIRST ILLINOIS MORTGAGE CORPORATION
1440 RENAISSANCE DRIVE
PARK RIDGE ILLINOIS 60068
PATRICIA C NEWMAN



87612878

DEPT-91 RECORDING \$14.25
TM444 TRAN 0666 11/13/87 15:19:00
20154 # D. **-87-612878
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 10,
19 87 The mortgagor is JOHN PHILIPPOSE AND ALEYANNA JOHN, HUSBAND AND WIFE.

("Borrower"). This Security Instrument is given to
FIRST ILLINOIS BANK OF EVANSTON, N.A.
which is organized and existing under the laws of THE UNITED STATES
800 DAVIS STREET EVANSTON IL 60204 , and whose address is
("Lender").

Borrower owes Lender the principal sum of FIFTY ONE THOUSAND EIGHT HUNDRED AND 00/100

Dollars (U.S. \$ --- 51,800.00---). 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 DECEMBER 01ST, 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, whether past due, 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:

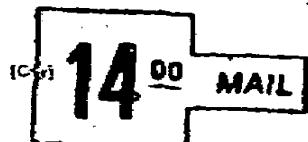
PARCEL 1: THAT PART OF LOTS 5 AND 6 (EXCEPT THAT PART
THEREOF TAKEN FOR WIDENING OF CICERO AVENUE), TAKEN AS A
TRACT, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES FROM A
POINT IN THE EAST LINE OF SAID TRACT, 16.02 FEET SOUTH OF
THE NORTHEAST CORNER THEREOF, TO A POINT IN THE WEST LINE
OF SAID TRACT, 14.47 FEET SOUTH OF THE NORTHWEST CORNER
THEREOF, (EXCEPT THE EAST 20.83 FEET THEREOF), ALL IN BLOCK
14, IN "THE BRONX", BEING A SUBDIVISION OF PARTS OF THE
SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1, ALL
COMMONLY KNOWN AS 9024 SKOKIE BOULEVARD (D), SKOKIE,
ILLINOIS, AS SET FORTH IN THE DECLARATION MADE BY SKOKIE
TOWNHOUSE BUILDERS, INC., DATED SEPTEMBER 23, 1957,
RECORDED NOVEMBER 1, 1957 AS DOCUMENT 17054558.

PI# 10-16-415-072 A11X
H-D-D

-87-012878

9024 D SKOKIE BOULEVARD SKOKIE
which has the address of 60076 [Street]
Illinois [Zip Code] ("Property Address");

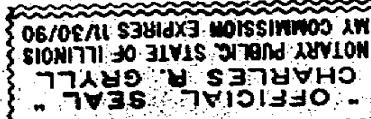


TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also 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.

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991

68-3-4

My Commission expires:

61 19 NOVEMBER 1968 VOL 45 No 46

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NOVEMBER 1984

, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein

1. The Underprivileged
a. Nostalgic Public in rural and semi-rural country and state;

STATE OF ILLINOIS,

‘SION

Counties:

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

Other(s) [Specify]

Graduate Laymet Rides

Adolescents' Matric Rides
Geddominum Kinder
2-4 Family Kinder

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22. WHETHER OR NOT OTHERS ARE BORROWERS: BORROWER WILL TELL US WHETHER OR NOT OTHERS ARE BORROWERS AND EXPLAIN IN THE PROPERTY.

23. RISK TO SECURITY: BORROWER WILL TELL US WHETHER OR NOT THERE IS A RISK TO SECURITY. IF ONE OF MORE RISKS ARE IDENTIFIED BY BORROWER AND EXPLAINED TOGETHER WITH THIS SECURITY (AS SUMMARIZED IN THE COVENANTS AND AGREEMENTS OF EACH SUCH RISKS SHALL BE INCHOPENED BY BORROWER AND SHALL BE AMENDED AND SUPPLEMENTED BY COVENANTS AND AGREEMENTS OF THIS SECURITY). INSTRUMENT AS IF THE DIRECTOR(S) WERE A PART OF THIS SECURITY).

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17 04 2013 / 3
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 Reinstatement. 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) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enjoining enforcement of this Security Instrument. Those conditions are: (a) payment in full sums which would be due under this Security Instrument and the Note had no acceleration occurred; (b) payment of all sums which would be due under this Security Instrument; (c) payment of all expenses incurred in connection with this instrument; or (d) payment of all sums which would be due under this Security Instrument, less reasonable attorney fees and costs of collection, if any, plus interest accrued on the unpaid balance of the Note at the rate provided in this instrument; and (e) payment of all other costs and expenses incurred in connection with this instrument, including attorney fees and costs of collection, if any, plus interest accrued on the unpaid balance of the Note at the rate provided in this instrument.

federal law as of the date of this Security Instrument. Under the circumstances, this Borrower shall provide a period of not less than 30 days from the date of this notice to the Lender to pay all sums secured by this Security Instrument.

16. Borrower's Copy. Borrower shall be given one conforming 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 a Beneficial Interest in Borrower is sold or transferred to another person, the transferor shall be relieved of all obligations under this Note and the Security Instrument, and the transferee shall be liable for the payment of the amount due thereon, and shall be bound by the terms of this Note and the Security Instrument.

15. Coverage/Serendipity. 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 of this Security Instrument conflicts with the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given even without the conflict being enforceable.

14. Notices. Any notice to Borrower provided pursuant to this Security Agreement shall be given by delivery in or by mailing it by first class mail unless applicable law requires otherwise. Notice given by delivery in or by

13. Legislation Affecting Developers' Rights. (1) Committee on Proprietary Law and Practice will study and propose legislation to mitigate the effect of renditions any provision of the Note or this Security Instrument unenforceable because of application of applicable laws. The effect of paragraphs 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 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12. **Loan Charges.** If the loan secured by this instrument is subject to a law which sets maximum loan charges, and that law is usually interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, (1) or (2) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) if sums already collected from Borrower exceed the permitted limits, (b) the sum of the principal and accrued interest under the Note or by making a direct payment to Borrower, if a court or reduces principal, the principal owed

11. Successors and Assigns; Joint and Several Liability; Co-Signers. The co-signers and agreements of this Security Instrument shall benefit the 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 be liable under this Security Instrument in the same manner as if he or she were the original Borrower.

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

make an award or set aside a claim for damages. Software units to render within 30 days after the date the notice is given, render is authorized to collect and apply the proceeds, at its option, either to reparation or receipt of the property or

If the Project is abandoned by Borrower, all late fees will be paid to Borrower until the last payment is made.

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, the proceeds shall be applied to the sums secured by this Security instrument, divided by the number of the parts taken.

"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 written instructions or if earlier than that time as a consequence of his death.