

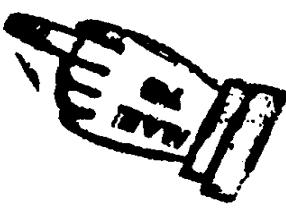
These documents prepared by:

UNOFFICIAL COPY

87032954

Grace M. Kellerhals
First Illinois Bank of Arlington Heights
311 S. Arlington Heights Road
Arlington Heights, Illinois

87032954



[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 31st 1986. The mortgagor is ... George N. Christopoulos and Lilly Christopoulos, husband and wife ("Borrower"). This Security Instrument is given to ... First Illinois Bank of Arlington Heights which is organized and existing under the laws of the State of Illinois and whose address is ... 311 S. Arlington Heights Road, Arlington Heights, Illinois 60005 ("Lender"). Borrower owes Lender the principal sum of ... One hundred twenty thousand and no/100 Dollars (U.S. \$120,000.00). 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 January 1st, 2002 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 County, Illinois:

LOT 17 IN ARTHUR T. MCINTOSH AND COMPANY'S FALKIRK OF INVERNESS,
BEING A SUBDIVISION OF PARCELS OF SECTIONS 20 AND 29, TOWNSHIP 42
NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
TO THE PLAT THEREOF RECORDED JULY 6, 1978 AS DOCUMENT NUMBER 24522102,
IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 02-39-200-012, VOLUME 150.

02-39-200-012 U.S A-A-O

DEPT-01 \$13.25
T#1111 TRAN 0074 01/16/87 14:55:00
#1127 # 3B *-87-032954
COOK COUNTY RECORDER

-87-032954

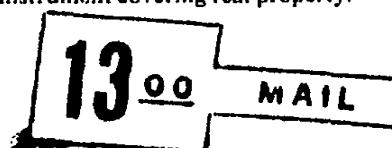
which has the address of 651 Thompson Way Inverness
(Street) (City)
Illinois 60067 ("Property Address");
(Zip Code)

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT



Form 3014 12/83
Bankforms, Inc.

UNOFFICIAL COPY

(Specify Below This Line Reserved For Lender and Recorder)

Notes by P.M.D.

My Commission expires: 5/24/89

६१४

Sec Four.

I, John Doe, Notary Public in and for said county and state,
do hereby certify that Charles Johnson, personally known to me to be the same person(s) whose name(s) John Doe
is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the said instruments as John Doe, free and voluntary act, for the uses and purposes herein
stated.

STATE OF ILLINOIS
County ss:

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

2-4 Family Rider
 Adjustable Rate Rider
 Condominium Rider
 Planned Unit Development Rider
 Other(s) [Specify]

Instruments without charge to Borrower. Borrower shall pay any recordation costs.

21. Releasee, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument of recordable attorney's fees, and then to the sum secured by this Security Instrument.
22. Receipts of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
receipts of bonds and reasonable attorney's fees, and them to the sum secured by this Security Instrument.

apportioned between them in proportion to their respective areas, and the expenses of management, taxes, insurance, and other charges shall be apportioned among the tenants in proportion to the amount of rent paid by each tenant.

but not limited to, reasonable attorney's fees and costs of title evidence.

before the date specified in the notice, Lender demand that option may require immediate payment in full of all sums secured under this Security Instrument without notice, and may foreclose this Security Instrument by judicial proceeding

Inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence 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

unless applicable law provides otherwise, the notice shall specify: (a) the date; (b) the amount; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured unless (d) that failure to cure the defect in the notice or before the date specified in the notice may result in acceleration of the Note.

NON-UNIFORM COVENANTS, BORROWER AND LENDER FURTHER COVENANT IN IND AGREEMENT AS FOLLOWS:

UNOFFICIAL COPY

8 7 0 5 2 9 5 4

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 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 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 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 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 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 Found; 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 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 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 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.

87032954

UNOFFICIAL COPY

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and obligations contained in this Security instrument, or if he is a legal proceeding that may significantly affect Lender's rights in the property, Lender reserves the right to sue meager in writing.

6. Preservation and Maintenance of Property; Lesseholds. Borrower shall not destroy, damage or subvert any instrument of ownership prior to the acquisition.

Liabilities under and Borrower otherwise agrees in writing, any application of proceeds to principles 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 under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds from damage to the acquisition shall pass to the extent of the sums secured by this Security.

Unless a 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 lessened, or to restoration or repair of the Property if the restoration or repair is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, and insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower.

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

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance coverage. 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.

Borrower shall prominently disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation created by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defers enforcement of the obligation created by the lien in, legal proceedings which in the Lenders opinion operate to prevent the enforcement of the lien or forfeiture of any part of the lien; or (c) secures from the Lenders opinion operation of the lien or forfeiture of any part of the lien.

3. Application as a Credit. After all the sums secured by this instrument,
unless applicable by law otherwise, all payments received by Lender under
paragraphs 1 and 2 shall be applied first, to late charges 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.

shares give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the sums secured by this Security instrument.

state agency Lender is such an institution). Lender shall apply the escrow items to pay the Funds to the holder of the instrument or, if Lender is not the holder, to the person entitled to payment under the instrument.

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.

2. Funds for Taxes and Insurance. Subjects to applicable law or to a written waiver by Lender, Borrower shall pay one-twelfth of: (a) yearly taxes and assessments which may accrue prior to Note is paid in full; (b) sums ("Funds") equal to Lender's monthly payments due under the Note, until the Note is paid in full; (c) security instruments, and (d) yearly leasehold payments or ground rents on the property, if any; (e) yearly hazard insurance premiums; and (f) year-end

1. Payment of Principal and Interest: Repayment and late charges. Borrower shall promptly pay when due principal of and interest on the debt evidenced by the Note and any prepayments due under the Note.