

# UNOFFICIAL COPY

This instrument prepared by:  
John M. Cousineau  
Plaza Bank Norridge Illinois  
7460 W. Irving Park Road  
Norridge, Illinois 60634

87172051

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 31,  
1987. The mortgagor is Anthony M. Hill and Barbara Hill, his wife,  
XXXXXXXXXXXXXX ("Borrower"). This Security Instrument is given to XXXXXXXXXXXXXX,  
Plaza Bank Norridge Illinois, which is organized and existing  
under the laws of Illinois, and whose address is XXXXXXXXXXXXXX,  
7460 W. Irving Park Road, Norridge, Illinois 60634 ("Lender").  
Borrower owes Lender the principal sum of One Hundred Eleven Thousand Six Hundred Dollars,  
and No/.100. Cents, Dollars (U.S. \$ 111,600.00...). 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 April 01, 2017. This Security Instrument  
secures to Lender: (a) the payment 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 101 IN VOLK BROTHERS' FIRST ADDITION TO MONTROSE AND OAK PARK AVENUE  
SUBDIVISION IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE  
AS PER PLAT THEREOF RECORDED SEPTEMBER 9, 1925 AS DOCUMENT NUMBER 9028488  
IN COOK COUNTY, ILLINOIS.

F-00  
PIN: 13-18-305-023 IT

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which has the address of 4305 N. Newland, Harwood Heights,  
[Street] (City),  
Illinois 60656 ("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 seized 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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(Space Below This Line Reserved For Lender and Recorder)

Notary Public

OC 2 E, 16 E

My Commission Expires:

Given under my hand and official seal, this 3/25 day of March 1970  
 signed and delivered the said instrument as Electr. file and voluntary act, for the uses and purposes herein  
 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that I, he or  
 she, personally known to me to be the same person(s) whose name(s) are  
 do hereby certify that Antioch, Illinois, and Lake County and State,  
 I, the undersigned, a Notary Public in and for said county and state,  
 set forth.

State of Illinois, Cook County ss:

Barbara Hill, his wife  
 (Seal)  
 Anthony M. Hill  
 (Seal)  
 M. Hill  
 (Signature)  
 Barbara Hill

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

Instrument [Check if payable box(es)]  
 22. Under of Homestead. Borrower waives all right of homestead excepted in the Property  
 23. Rights to this Security Instrument. If one or more executors are excecuted by Borrower and record together with  
 this Security Instrument, the convenants and agreements of each such rider shall be incorporated into and shall amend and  
 supplement the convenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
 instrument. If one or more executors are excecuted by Borrower and record together with  
 24. Lender shall be entitled to collect all sums secured by this Security Instrument, Lender shall release this Security  
 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 meter 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, including, but not limited to the sums secured by this Security  
 instrument. Upon acceleration of any period of redemption following judicial sale, Lender shall collect the rents of  
 instrument without charge to Borrower. Borrower shall pay any recording costs.  
 25. Borrower shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
 but not limited to, reasonable attorney's fees and costs of title evidence.  
 26. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
 this Security Instrument without further demand and may foreclose this Security Instrument in full of all sums secured by  
 before the date specified in the notice to acceleration and foreclosure. If the default is not cured on or  
 before the date specified in the notice to acceleration and foreclosure, Lender to assert the remedies proceeding the non-  
 payment Borrower of the right to remit after acceleration and the right to assert in the foreclosure procedure  
 secured by this Security Instrument, foreclosure by judicial proceeding. The notice shall suffice if the sum  
 and (d) that failure to cure the default or before the date the notice is given to Borrower, by which the default must be cured;  
 unless (c) a date not less than 30 days from the date specificed in the notice to Borrower, to acceleration under  
 paragraph 13 and 17  
 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17  
 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's  
 non-uniform covenants, Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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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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If Lender receives notice of any part of the Property, which Security instrument is held by Lender, before the date of sale or transfer of the Property, Lender shall pay the premium on such instrument to the Borrower, unless Borrower and Lender otherwise agree, within 30 days after the date of sale or transfer, or within 30 days of notice of sale or transfer, whichever is later, and Lender shall be entitled to receive the premium paid by Borrower.

8. Inspection. Lender or his agent may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice at the time of any inspection specifically regarding cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, or for condemnation in lieu of a condemned building, shall be applied to the expenses of the inspection, or to the costs of condemnation, in connection with the event of a total taking of the Property, or to the sum secured by this Security instrument, whichever or not then due.

10. Borrower's Note & Waiver. Extension of such instrument shall be joint and several. Any Borrower, subject to the provisions of paragraph 17, Borrower's covariance and agreements and successors and assigns of Lender and Borrower, shall be liable to the Security instrument for the monthly payments received to it and 2 or 3 days after the time of such payment, to make up to Lender the amount of such payment, less the amount of Borrower's covariance and agreements and successors and assigns of Lender and Borrower, if he fails to pay the same to Lender.

11. Successors and Assigns; Joint and Several Liability; Co-signers. The covinants and agreements of this Security instrument shall not be a waiver of or pre-emptive right or remedy.

12. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan that Borrower's consent.

13. Legislation Affording Lender's Rights. If the Note of any provision of this Security instrument of any prepayment charge or provided for in this Security instrument shall be deemed to have been given to Borrower or Lender under the Note of any provision of this Security instrument, Lender shall be entitled to pay all sums accrued by this Note, and may invoke any remedy provided for in this Security instrument.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery in writing to the address of Borrower or Lender in full or by registered mail to Lender or Borrower, at any time or place where Borrower or Lender has its principal office or business or residence, or by first class mail to Lender's address stated herein or to any other address Lender designates, a copy notice to Lender by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Note of any provision of this Security instrument, or to any other address Lender may designate.

15. Governing Law; Severability. This Security instrument shall be governed by California law and the law of the jurisdiction in which applicable law is located. In the event that any provision of this Security instrument or the Note is declared to be contrary to the laws of any jurisdiction, it shall be ineffective only in so far as it is contrary to such law.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security instrument.

17. Transfer of interest in Property or a Beneficial Interest in Borrower. If all or any part of this Security instrument or the Note is sold or transferred (or in a beneficial interest) in Borrower is sold or transferred and Borrower is not a natural person without Lender's prior written consent, Lender may, require immediate payment in full of all sums accrued in it, or to Lender, if it is sold or transferred (or in a beneficial interest) in Borrower is sold or transferred and Borrower is not a natural person without Lender's prior written consent, Lender's rights in this Note shall be exercisable by Lender as of the date of this Security instrument.

18. Borrower's Right to Remedy. If Borrower makes certain conditions prior to the earlier of (a) 5 days for such other period as Borrower may specify for reinstatement, or (b) 60 days from the date the Note had no acceleration by Lender, to have remedied by this Security instrument without further notice or demand on Borrower.

19. Lender's exercise of security interest in instruments. If the notice is delivered or reinstated on Borrower, this Security instrument or any other instrument held by Lender shall remain hereby fully effective as if no acceleration had occurred. However, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.