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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 20, 1987, by William C. O'Donnell and wife, 19 S.W., The mortgagor is William C. O'Donnell, and Harris Bank Winnetka N.A., ("Borrower"). This Security Instrument is given to Harris Bank Winnetka N.A., which is organized and existing under the law of the STATE OF ILLINOIS, and whose address is 520 Green Bay Road, Winnetka, Illinois 60093, ("Lender"). Borrower owes Lender the principal sum of SEVENTY FIVE THOUSAND AND NO/100 Dollars (U.S. \$75,000.00). 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 April 30, 1988. 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 1 in William C. O'Donnell's Resubdivision of Lot "R" in Resubdivision of certain Lots in White Oak Subdivision a Subdivision in the North West Quarter of the South East Quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Tax No. 05-20-400-084. Goo⁴.

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which has the address of 339 White Oak Lane, [Street], Winnetka, [City], Illinois 60093, ("Property Address"); [Zip Code]

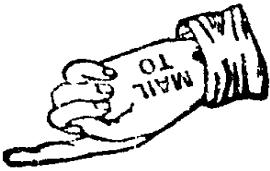
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also 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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P.O. Box 216
Winnipeg, MB
R3B 6L9
ATTN: Tom Bassett

HARRIS BANK WINNETKA N A

MAIL

— (Space Below This Line Reserved For Lender and Recorder)

My Commission Expires 5/28/90
Notary Public, State of Illinois
Thomas J. Bassett

James G. Jones

My Commission expires:

20th day of April, 1987.

Set forth.

I, the undersigned,
a Notary Public in and for said county and state,
do hereby certify that, William C. O'Donnell, and Julia Van Brechit, O. O'Donnell,
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 the above
signed and delivered the said instrument as their own, free and voluntary act, for the uses and purposes herein

STATE OF ILLINOIS, Cook County ss:

Instrument and in any rider(s) executed by borrower and recorded with it.

BY SIGNING BELOW, BORROWER AGREES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY
AGREEMENT. BORROWER IS SIGNING THIS AGREEMENT IN HIS INDIVIDUAL CAPACITY AND NOT AS AN AGENT OF
THE COMPANY OR ANY OTHER PERSON.

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

22. **Waiver of Homestead**, Borrower waives all rights of homestead exception in the Property.

23. **Ride-on to this 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 support this Security Instrument. If any part of the rider(s) were a part of this Security Instrument, it would be part of this Security Instrument. [Checkmark each box (as applicable)]

24. **Waiver of Liability Rider**

25. **Conditional Rider**

26. **Family Rider**

27. **Graduated Payment Rider**

28. **Planned Unit Development Rider**

29. **Other(s) [Specify]**

20. **Lender's Right to Possession.** Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicatory) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property included in those parcels which shall be entitled to enter upon. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property past due, then to the payment of all sums secured by the sums received by Lender from the sale of the Property, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement to Borrower prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise. The notice shall specify: (a) the default to cure the default; (b) the date the notice is given to Borrower, by which the default must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the note. The notice shall be given in writing to Borrower at the address set forth in paragraph 13 and to the address set forth in paragraph 17. Acceleration of the note will not occur until 30 days from the date the notice is given to Borrower, unless otherwise provided in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17).

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

28 APR 87 6:14 P.M.

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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 (Note), 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.

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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.

fee title shall not merge unless Lender's interests in the property exceed the amount of the note or other debt held by Lender against Borrower.

Instrument immediately prior to the acquisition.
6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change 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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments. If positive graph 19 the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting under paragraph 19 the acquisition shall pass to Lender to the extent of the sums secured by this security from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this security.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. All insurance premiums 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 renewals notices. In the event of loss, Borrower shall promptly give to Lender carriage and Lender. Lender may make proof of loss or losses in writing. Insurance proceeds shall be applied to restoration of repair or replacement and Lender.

a. Charges. 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 of ground rents, if any, pay them on time and pay these obligations in the manner provided in paragraph 2, or if not paid in full under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of payments. Unless applicable law provides otherwise, all payments received by Lender under the Note shall be as of 1st day of the month following the date of payment due.

Upon Payment in full of all sums received by this instrument, Lender shall promptly return to Borrower any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, Lender shall pay to Lender all the time of any immediate payment, plus, the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any immediate payment, plus, the sum secured by this instrument, Lender shall pay to Lender all the time of any immediate payment, plus, the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any immediate payment, plus, the sum secured by this instrument.

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess sum due 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 of more payments as required by Lender.

If the amount of the Funds held by Lennder, together with the future monthly payments of Funds payable prior to the maturity date of the Funds, exceed the amounts held by Lennder, together with the necessary items which will be necessary to pay the excess shall be purposed for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

- 1. Payment of Principal and Interest; Preparation and Late Charges.** Borrower shall promptly pay when due the principal of and interest on 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 attach priority over this Security Instrument; (b) yearly leasehold payments of 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.