

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY
ZEPHYR A. HENDERSON
NORTHBROOK TRUST & SAVINGS BANK
BY SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

MORTGAGE

87269663

MAY 19 1992

This Instrument Represents An Equicheck Revolving Line of Credit

THIS MORTGAGE ("Security Instrument") is given on April 21 1987. The mortgagor is (Fred Lewin, A Bachelor

("Borrower"). This Security Instrument is given to Northbrook Trust & Savings Bank which is organized and existing under the law of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower owes Lender the principal sum of Sixty-Six Thousand Five Hundred and no/100 Dollars (U.S. \$ 66,500.00). 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 May 10, 1992

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 3 in Block 3 in Northbrook West Being a Subdivision of Part of the West 1/2 of the Northwest 1/4 of Section 17, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

CAO RB
PTN: 04-17-101-049 Vol. 132

which has the address of 1913 Highland Northbrook Illinois 60062 (Street) (City) ("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.

51134262
[Handwritten signature]

Property Clerk's Office

87269663

186274

UNOFFICIAL COPY

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 same rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of Principal and Interest and late charges due under the Note. Lender shall promptly pay when due the principal of Principal and Interest and late charges due under the Note. Lender shall promptly pay when due the principal of Principal and Interest and late charges due under the Note. Lender shall promptly pay when due the principal of Principal and Interest and late charges due under the Note.

2. **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; and, to principal due.

3. **Escrow Items.** Lender may estimate the funds due on the basis of current data and reasonable estimates of future rents on the Property, if any. (c) Lender may estimate the funds due on the basis of current data and reasonable estimates of future rents on the Property, if any. (c) Lender may estimate the funds due on the basis of current data and reasonable estimates of future rents on the Property, if any.

4. **Charge, Lien.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may arise in connection with this Security Instrument. Lender shall promptly pay when due the principal of Principal and Interest and late charges due under the Note.

5. **Hazard Insurance.** Borrower shall keep the improvements 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 amount and for the periods that Lender requires in writing to the insurance carrier provided by Borrower.

6. **Preservation and Maintenance of Property.** Lender 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 in which Lender's rights in the Property (such as a proceeding in bankruptcy, probate, foreclosure or other proceedings) are being asserted against Lender, Lender agrees to the merger in writing.

8. **Insurance.** Lender and Borrower shall agree in writing to the restoration or repair of the Property damaged, if the restoration or repair is economically feasible and a security interest in the Property is not economically feasible or Lender's security interest in the Property is not economically feasible or Lender's security interest in the Property is not economically feasible.

9. **Insurance Proceeds.** Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument. Lender and Borrower shall agree in writing to the restoration or repair of the Property damaged, if the restoration or repair is economically feasible and a security interest in the Property is not economically feasible.

10. **Insurance Proceeds.** Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument. Lender and Borrower shall agree in writing to the restoration or repair of the Property damaged, if the restoration or repair is economically feasible and a security interest in the Property is not economically feasible.

11. **Insurance Proceeds.** Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument. Lender and Borrower shall agree in writing to the restoration or repair of the Property damaged, if the restoration or repair is economically feasible and a security interest in the Property is not economically feasible.

12. **Insurance Proceeds.** Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument. Lender and Borrower shall agree in writing to the restoration or repair of the Property damaged, if the restoration or repair is economically feasible and a security interest in the Property is not economically feasible.

87269663

UNOFFICIAL COPY

87269663

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise.) The notice shall specify: (a) the default; (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; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument; foreclosure by judicial proceeding and sale of the Property. The notice shall further 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 this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in 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 judicially appointed receiver) shall be entitled to enter 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 of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' 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 without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders 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 amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify] Equity Revolving Line of Credit Rider

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Fred Lewin
 Fred Lewin — Borrower

 — Borrower

 — Borrower

STATE OF ILLINOIS, Cook County ss:

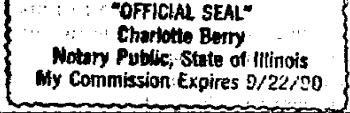
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

Fred Lewin

, personally known to me to be the same Person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21 day of April, 19 87

My Commission expires:



Charlotte Berry
 Notary Public

(Space Below This Line Reserved For Lender and Recorder)

UNOFFICIAL COPY

8 7 2 8 9 0 0 0

RIDER TO MORTGAGE

Rider to Mortgage dated as of April 21^{FL}, 1987, between
Northbrook Trust & Savings Bank("Lender") and Fred Lewin ("Borrower").

1. This Mortgage secures a "revolving credit" as defined in Illinois Revised Statutes, Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and any future advances made pursuant to the Note to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at any time an advance is made. Lender and Borrower intend that in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances made after the filing of this Mortgage with the Recorder of Deeds of Cook County, Illinois.
2. Borrower covenants and agrees with Lender that at no time shall the sum of the indebtedness secured hereby, together with any available funds pursuant to the "revolving credit" created by the Note, be less than \$5,000. However, it is expressly agreed

87269663

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

8 7 2 6 9 0 0 0

that no indebtedness need be outstanding under the Note at any time provided that funds available pursuant to the aforesaid "revolving credit" exceed \$5,000.

3. Borrower and Lender agree that the term of this loan is 60 mos. and 19 Days FL years at which time all sums outstanding under the Note shall be due and payable as provided herein and in no event shall the maturity or term of the "revolving credit" created pursuant to the Note be extended or continue beyond twenty (20) years from the date hereof.

This Rider shall be deemed a part of the Mortgage referenced above and Borrower accepts and agrees to the terms and covenants contained herein.



Borrower

Borrower

87269663

DEPT-01 \$16.25
T40003 TRAN 0529 05/19/87 13:45:00
45385 : C * -87-269663
COOK COUNTY RECORDER

16 Mail

-87-269663

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2/15/2013

020000-12