UNOFFICI His list ument vas prepared by:

(Name)

87318984

3217 W. Lake Wilmette, (Address) 60091

MORTGAGE

☐ IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

between the Mortgagor, Peter C. Duthie and Donna H Duthie, his wife in Joint Parancy (herein "Borrower"), and the Mortgagee, Household Finance of Potal In Mortgagor, Peter C. Duthie and Donna H Duthie, his wife in Joint (herein "Borrower"), and the Mortgagee, Household Finance a corporation organized and existing under the laws of Delaware , whose address is 3217 M. Lake Street Wilme! The following paragraph preceded by a checked box is applicable: WHEREAS, Be rower is indebted to Lender in the principal sum of U.S. **********************************		, 19 <u>87 , , , , , , , , , , , , , , , , , , ,</u>
existing under the laws of Delaware, whose address is 3217 W. Lake Street Wilmet 1. 60091 (herein "Lender"). The following paraph preceded by a checked box is applicable: WHEREAS, Be grower is indebted to Lender in the principal sum of U.S. **********************************	between the Mortgagor, Feter C. Dutile and Donna A Dutile, 1115 Willenancy (herein "Borrower") and the Mortgagee, Household	finance
existing under the laws of Delaware, whose address is 3217 W. Lake Street Wilmet 1. 60091 The following paraph preceded by a checked box is applicable: WHEREAS, Bo rrower is indebted to Lender in the principal sum of U.S. \$ **********************************	orporation , a corp	oration organized and
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ **********************************	existing under the laws of Delaware , whose address is 3217 W. Lake	<u>Street Wilme</u> tt
which indebtedness is evice aced by Borrower's Loan Repayment and Security Agreement dated ************************************	The following pategraph preceded by a checked box is applicable:	
thereof as may be advanced pursuant to Lorrower's Revolving Loan Agreement dated 6/8/6/6/6/6/6/6/6/6/6/6/6/6/6/6/6/6/6/6	which indebtedness is evicenced by Borrower's Loan Repayment and Security Agreement dated and extensions and renewals thereof, including those pursuant to any Renegotiable Rate Agreement, (he monthly installments of principal and interest at the rate specified in the Note therein "contra-	erein "Note"), providing
with interest thereon at the applicable contract rate (ne uring any adjustments to the amount of payment or the contract ate if that rate is variable) and other charges; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein ontained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of	hereof as may be advanced pursuant to Lorower's Revolving Loan Agreement dated of or extensions and renewals thereof (herein "Note"), providing for a credit limit of \$35,000.00	and
	with interest thereon at the applicable contract rate (including any adjustments to the amount of partie if that rate is variable) and other charges; the payment of all other sums, with interest thereon, a perewith to protect the security of this Mortgage; and the performance of the covenants and agreement contained. Borrower does hereby mortgage, grant and convey to Lender the following described to	ayment or the contract indvanced in accordance ents of Borrower herein property located in the
EJO 7.I.N.: 10-12-306-018 M		L 6
	EJO P.I.N.: 10-12-306-018 M	
which has the address of 2214 Colfax Street Evanston	which has the address of 2214 Colfax Street Evanst	on ,
(Street) (City)		
llinois 60201 (herein "Property Address") and is the Borrower's address.	(Street) (City	war's address

foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

20. Belease. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state of Federal law.

		0/		
	r and Recorder)	v This Line Reserved For Lands	(Space Below	
		` ()		~~
		سيسيد	COMMISSION EXPL	YM §
	olidu Public		ITATE OF COLUMN	un z
		\$ SEUAS	コーニューココロ	4 }
		{		My Commission expires:
		200-0		_
. 78 61,	day of June	418 siri	nd official seal,	Given under my hand a
			'Q'	
	act, for the uses and purposes			Tiani
as Insmuntani bis	se and betavilab bank bengis Y	eknowledged that L he	abna.neenserni	vab sidt em enoled benaenna
oing instrument,	subscribed to the fores	on(s) whose name(s)	pe ; pe sume beas	personally known to me to
	Kaususi jurae ur	ATTN STILL STILL	ממעל או	ster C. Duthie and
reby certify that	for said county and state, do he	bas ni olidud yastoM s	55	I, Blan C. Krau
	County ss:		СООК	STATE OF ILLINOIS,
	Donna K. Duthie			
- Borrower	2000			
. 8	The sound			
Borrower	Peter C. Duțhje /	\rightarrow		
	11/1/2 200/			
	4-1 / /			
N				
/*	0 29	executed this Mortgage.	OF, Borrower ha	IN MILNESS MHEKE
	00	executed this Mortgage.	OF, Borrower ha	IN MILNESS MHEKE

COOK COUNTY RECORDER \$2303 \$ C *-87-31898¢ 1\$0003 1KAN 0717 06/11/87 12:+0:00 0EPT-01 186816-78-

UNOFFICIAL COPY

UNOFFICIAL COPY 4

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have

been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys" feet include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time

of execution or after recordation hereof.

15. Rehabilitation, I can Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or circar loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may rave against parties who supply labor, materials or services in connection with improvements

made to the Property.

16. Transfer of the Property in Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a cereficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to the obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lende, may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or de nand on Borrower, invoke any remedies permitted

by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when all any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 17 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the defect is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and for reclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may decime all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by Ind Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration

had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment

of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 Mortgage. The receiver shall be liable to account only for those rents actually received.

applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall

condemnation or taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the time for payment or the time for payment or modification of the time for payment or the pay 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

interest in the Property.

that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided

additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Mothing contained in this paragraph? shall require Lender to incur any expense or take any action hereunder.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become

fecs, and take such action as is necessary to protect Lender's interest.

planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements con any d in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender' option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys

keep the Property in good repair and shall not commit waste or permit impairment or day iotation of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the development or covenants or a planned unit development, the by-laws and regulation of the condominium or creating or governing the condominium or planned unit development, the by-laws and regulation of the condominium or . Preservation and Maintenance of Property; Leascholds; Condominiums; Planned Int. Developments. Borrower shall

secured by this Mortgage. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums

of loss if not made promptly by Borrower.

the right to hold the policies and renewal thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which have priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss, it not made prompt have prompt notice to the insurance carrier and Lender. Lender may make proof of loss, it not made promptly by Borrower. that such approval shall not be unreasonably withheld. All insurance collices and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender shall have

against binsurance Borrower shall keep the improvements now existing or hereafter erected on the Property insured against binsurance borrower shall keep the improvements of the insurance shall be chosen by Borrower subject to approval by Lender; provided, The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided,

any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower's fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

and then to the principal.

4. Prior Mortgages and Deed of Trust; Larges; Liens. Borrower shall perform all of Borrower's obligations under

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 of Payments. All payments received by this Mortgage.

3. Application of Payments All payments received by Lender under the Note and paragraphs I and 2 hereof shall be applied by Lender in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, be applied by Lender paragraph 2 hereof, then to interest, and a paragraph 2 hereof, then to interest, be applied by Lender by Lender paragraph 2 hereof, then to interest, be applied by Lender by Lender paragraph 2 hereof, then to interest, be applied by Lender by Lender paragraph 2 hereof, then to interest, be applied by Lender by L

to the sums as cured by this Mortgage.

If the smount of the Funds as coured by Lender, together with the future monthly installments of Funds payable prior to the smount of the Funds heid by Lender, together with the future monthly installments of Funds payable prior to the due dates of its of assessments, in the future of Funds as they fall due, such excess shall be at Botrower's option, either promptly repaid to Be trovier or credited to Botrower on monthly installments of Funds. If the amount required in the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Botrower by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Botrower was not be sufficiently only the following and ground rents as they fall due, Botrower shall promptly refund to Botrower any tequire.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Botrower any funds held by Lender. If under paragraph | I be fool the Property of the Property is otherwise acquired by Lender, Lender shall immediately prior; to the safe of the Property of its acquisition by Lender, any Funds held by Lender apply, no later than immediately prior; to the safe of the Property of its acquisition by Lender, any Funds held by Lender apply, no later than immediately prior; to the safe of the Property of its acquisition by Lender, any Funds held by Lender.

of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for nexad insurance, of yearly premium installments for nexad insurance, plus one-twelfth of yearly premium installments for nexad bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender. It Borrower pays Funds to Lender, 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 pays remember to pay said taxes, assessments, insurance premiuns and ground rents. Acader may not charge for so holding and applying the Funds analyzing said account or verifying and conspiling said assessments and bilts, unless Lender pays Borrower interest on the Funds and applicable law permits. Lender to make such a crower and Lender may agree in writing at the on the Funds and applicable law requires such interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest on the Funds shall give to Borrower without charge, an annual accounting of the Funds showing credits and debits to the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the sums accused by this Mortgage.

"Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any which may attain priority over this Mortgage and ground rents on the Property, if any plus one-twelfth of yearly premium installments for mortgage insurance, if any premium installments for mortgage insurance.

I. Payment of Principal and Interest at Variable Rates. This mortgage secures all payments of principal and interest due on a variable rate form. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. Funds for Taxes and insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (perein "Funds") subject to applicable in the Note is paid in full, a sum (perein "Funds") and payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (perein "Funds") subject to one-time the Note is paid in full, a sum (perein "Funds") and the Note is paid in full, a sum (perein "Funds") and the Note is paid in full, a sum (perein "Funds") and the Note is paid in full, a sum (perein "Funds") and the Note is paid in full, a sum (perein "Funds") and the Note is paid in full, a sum (perein "Funds") and "Note is paid in full, a sum (perein "Funds") and "Note is paid in full, a sum (perein "Funds") and "Note" in the Note is paid in full, a sum (perein "Funds") and "Note in the Note is paid in full, a sum (perein "Funds") and "Note" in the Note is paid in full, a sum (perein "Funds") and "Note" in the Note is paid in full, a sum (perein "Funds") and "Note" in the Note in the Note

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: