

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FEB 14 1988

1988 SEP -9 AM 10:38

88410697

H
K
O
H
-
7
1
-

BOX 333 - TH

[Space Above This Line For Recording Data]

Mast Co.
This instrument was prepared by:

BARBARA CUSTER

(Name).....

520 GREEN BAY ROAD

(Address).....

WINNETKA, IL 60093

MORTGAGE

AUGUST 29,

1988 THIS MORTGAGE ("Security Instrument") is given by **JOEL S. CORVIN AND LINDA W. CORVIN, HUSBAND AND WIFE**

The mortgagor ("Borrower"). This Security Instrument is given to **HARRIS BANK WINNETKA, N.A.**

under the laws of **THE UNITED STATES OF AMERICA**, which is organized and existing under the laws of **520 GREEN BAY ROAD WINNETKA, IL 60093**, and whose address is ("lender").

IN CONSIDERATION of the principal sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100**

Dollars (U.S. \$350,000.00), 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 **OCTOBER 17, 2018**. 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 6 IN BLOCK 2 IN WINNETKA HEIGHTS, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF AND ADJOINING THE EAST LINE AND THE EAST LINE EXTENDED OF ROSEWOOD AVENUE (FORMERLY OAKRIDGE AVENUE) IN COOK COUNTY, ILLINOIS.

P.T.N. 05-17-315-008-0000

14 00

88410697

which has the address of **700 LOCUST ROAD** **WINNETKA**
(Street) (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.

UNOFFICIAL COPY

1.	the undersigned	
do hereby certify that	JULIE S. CONWIN AND LINDA W. CONWIN, HUSBAND AND WIFE	residents of the state of Illinois, County of Cook
do hereby personally know 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		
she had delivered the said instrument as TRUSTEE free and voluntary act for the uses and purposes herein set forth		
Given under my hand and official seal, this 29th day of October 1988		
My Commission expires		
Notary Public State of Illinois, County of Cook My Commission Expires Jan 15, 1990		

and in any other(s) executed by him or her and recorded with it.

WITNESSED below, before we accept and agree to the terms and conditions contained in this Security Instrument

- 24 Family Rider
 - Conditionalium Rider
 - Planned Unit Development Rider
 - Quadruped equestrian Rider
 - Other(s) [Specify]

23. **Agreements to Third-Party Security Intermediaries**: If one or more parties are engaged by Datorware and together with such Security intermediaries, the conventions and agreements of each other shall be incorporated into and shall amend and supplement the conventions and agreements of this Agreement as if the third(s) were a part of this Agreement [Check if applicable box(es)]

21. Releasee. 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 rights of homestead exemption in the property.

Property including those owned by lessees shall be applied first to payments of the costs bonds and reasonable attorney fees, and then to the sums received by this Security instrument.

including, but not limited to, reasonable attorney fees and costs of little evidence.

Leander shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19.

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the note and in addition to all other remedies available at law or in equity.

19. Acceleration: Remedies, Lender shall file notice to Borrower's attorney or Agent to accelerate following Borrower's breach of any covenant or agreement in this Security Agreement (not prior to acceleration under paragraphs 3 and 17 unless specifically otherwise specified). The notice shall specify: (a) the details; (b) the action required to cure the default; (c) a date from which the default may be cured; and (d) the consequences of non-cure.

NON-UNIFORM COVENANTS BURGOWE LTD TENDER FOR THE COVENANT AND AGREEMENT AS FOLLOWS:

88410697

UNOFFICIAL COPY

3 6 4 0 0 6 9 7

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 a 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 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 Required; 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 Bound; 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.

UNOFFICIAL COPY

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Interchange. 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.

7. Protections of Landlord's Rights in the Property: Mortgagor leases in the property to preferential lessees to overcome the convenants and agreements contained in this security instrument, or there is a legal proceeding that may significantly affect Landlord's rights contained in this security instrument, Landlord does not have to do so.

Utilities, leaders and borrowers otherwise agree in writing, any application of proceeds to purposes other than those specified in the original agreement shall pass to the borrower to the extent of the amount received by him directly prior to the acquisition.

Understand and answer the following questions based on the given passage.

All insurance policies and renewals shall be acceptable to Underwriter and shall include a standard mortality clause. Underwriter shall have the right to hold the premium and renewals and renews and renewals of losses if Underwriter makes proof of loss if not made promptly by Underwriter.

3. **Planned insurance.** Homeowner shall keep the property insured against loss by fire, hazards included within the term "accident coverage" and any other hazards for which liability

Figure 19 under Paragraph 19 Preoperatively is solid or acellularly bound by tendon, tendon, tendon small apply, no larger than 1mm and 1/2 tendon. If under Paragraph 19 Preoperatively is solid or acellularly bound by tendon, tendon, tendon small apply, no larger than 1mm and 1/2 tendon.

If the amounts of the escrow items, shall exceed the amount payable prior to the due dates of the escrow items, the escrow holder may negotiate with the trustee monthly payments of funds payable prior to the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the escrow holder may negotiate a payment of the funds held by escrow to the escrow holder to pay the escrow items when due, if the escrow holder has not sufficient funds to pay the escrow items when due, the escrow holder may negotiate an amount necessary to make up the deficiency in one or more payments as required by law.

The Purads shall be paid in an amount equal to the difference of the amounts received by the lessee or his assignee in respect of which he has been entitled to pay the Rent as per the lease agreement or otherwise and the amount paid by the lessee or his assignee in respect of which he has been entitled to pay the Rent as per the lease agreement or otherwise.

1. Payment of Principal and Interest: Prepayments and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment shall be under the Note.