

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 SEP 28 PM 12:24

88444964

88444964

[Space Above This Line For Recording Data]

## MORTGAGE

613834-1

14<sup>00</sup>

1988 THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 23  
The mortgagor is LISA GILLIN AND MARTIN W. BRAUN, HER HUSBAND

("Borrower"). This Security Instrument is given to ENTERPRISE SAVINGS BANK, F.A.

which is organized and existing under the laws of UNITED STATES OF AMERICA and whose address is  
200 SOUTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606-5884 ("Lender").

Borrower owes Lender the principal sum of  
ONE HUNDRED FORTY EIGHT THOUSAND AND NO/100

Dollars (U.S. \$ 148,000.00 ). 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 1, 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 7 AND THE WEST 13.2 FEET OF LOT 8 IN TERRACE MC KEY AND POAGUE'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF ADAM HOTH HOMESTEAD (EXCEPT THE SOUTH 47 FEET THEREOF) IN EAST 1/2, SOUTH OF GROSS POINT ROAD OF FRACTIONAL SECTION 33, AND THE EAST 200 FEET OF LOT 3 IN HENRY WITTBOLD'S SUBDIVISION OF SOUTH 47 FEET OF LOTS 5, 8 AND PART OF LOT 7 EAST OF WEST 247.50 FEET IN COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COOK COUNTY, ILLINOIS.

CITY SUBURBAN TITLE COMPANY 17-00-369

05-33-401-005-0000

which has the address of 1721 WILMETTE AVENUE  
[Street]

WILMETTE  
[City]

Illinois 60091 ("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.

Box 241

88444964

UNOFFICIAL COPY

1501 WOODFIELD ROAD  
SCHMIDT, ILLINOIS 60176  
ENTERPRISE SAVINGS BANK, F.A.

RECORD AND RETURN TO:

SCHMIDT, ILLINOIS 60176  
ENTERPRISE SAVINGS BANK, F.A.

My Commission expires:

Given under my hand and official seal this 18th day of September, 1988

signed and delivered the said instrument as

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

do hereby certify that LISA GILITE and MARTIN W. BRAUN, HER HUSBAND,

are a Married Couple in and of said county and state,

County of:

STATE OF ILLINOIS  
Clerk

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

By SIGNING BELOW, Borrower, Lender and Guarantor agree to the terms and covenants contained in this Security Instrument and in any rider(s) attached thereto and recorded with it.

Other(s) [Specify]

Adjustable Rate

Adjustable Rate

Standard Rate

Standard Rate

2-4 Family Rider

21. Lender shall have the right to accelerate the maturity of the loan if the Borrower fails to pay when due or if the Borrower is in default under the terms of the Security Instrument. Lender shall have the right to accelerate the maturity of the loan if the Borrower is in default under the terms of the Security Instrument.

22. Lender shall have the right to accelerate the maturity of the loan if the Borrower is in default under the terms of the Security Instrument. Lender shall have the right to accelerate the maturity of the loan if the Borrower is in default under the terms of the Security Instrument.

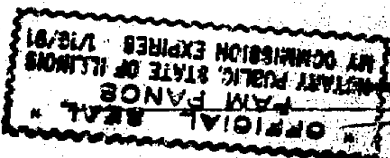
23. Lender shall have the right to accelerate the maturity of the loan if the Borrower is in default under the terms of the Security Instrument. Lender shall have the right to accelerate the maturity of the loan if the Borrower is in default under the terms of the Security Instrument.

24. Lender shall have the right to accelerate the maturity of the loan if the Borrower is in default under the terms of the Security Instrument. Lender shall have the right to accelerate the maturity of the loan if the Borrower is in default under the terms of the Security Instrument.

25. Lender shall have the right to accelerate the maturity of the loan if the Borrower is in default under the terms of the Security Instrument. Lender shall have the right to accelerate the maturity of the loan if the Borrower is in default under the terms of the Security Instrument.

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

88444964



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 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.

88444964

# UNOFFICIAL COPY

**UNIFORM COVENANT.** 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.** Borrower shall pay to Lender on the day monthly payments on 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 to the Property; (b) yearly mortgage insurance premiums; and (c) yearly hazard insurance premiums; and (d) yearly household payments or ground rents as the Property, if any, is partly insured by this Security Instrument; and (e) yearly interest on the debt evidenced by the Note. Lender may estimate the Funds due on the basis of current data and reasonable estimates of future income from the Property.

The Funds shall be held in an escrow account 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 paying 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. A charge assessed by Lender in connection with Borrower's escrow account shall be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Lender's agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or surcharge 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 collateral security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the items 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 on monthly payments of Funds, or credited to Borrower when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in case of late payments or required by Lender.

Upon payment in full of all sums secured by the Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 2 of the Note, Lender is not required to pay to Borrower any Funds held by Lender, Lender shall apply, no later than immediately prior to the date of the Property, an amount of the Funds held by Lender at the time of application as a credit against the sums secured by the Security Instrument.

**3. Application of Funds.** Upon application by Lender, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to the payment of 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, fees and impositions attributable to the Property which may attach to the Property, and shall promptly pay to Lender all notices of amounts to be paid under this paragraph. If Borrower is not a party to the mortgage, Borrower shall promptly furnish to Lender receipts evidencing the payment.

Borrower shall promptly pay to Lender all taxes, assessments, charges, fees and impositions attributable to the Property which may attach to the Property, and shall promptly pay to Lender all notices of amounts to be paid under this paragraph. If Borrower is not a party to the mortgage, Borrower shall promptly furnish to Lender receipts evidencing the payment.

Borrower shall promptly pay to Lender all taxes, assessments, charges, fees and impositions attributable to the Property which may attach to the Property, and shall promptly pay to Lender all notices of amounts to be paid under this paragraph. If Borrower is not a party to the mortgage, Borrower shall promptly furnish to Lender receipts evidencing the payment.

**5. Hazard Insurance.** Borrower shall keep the Property insured with hazard insurance on the Property insured against loss by fire, lightning, explosion, and any other hazards for which Lender requires insurance. The insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and receipts shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and receipts. 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 it is not made promptly by Borrower.

Lender and Borrower shall 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 same secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not secure within 30 days a notice from Lender that the insurance carrier has agreed to write 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; Landlord's Obligations.** 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; Landlord's Obligations.** If Borrower fails to perform the covenants and agreements contained in the 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, 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.

88444964

UNIFORM COVENANT