

This Document was prepared by:

Keith D. Brown  
Evanston Bank  
603 Main Street  
Evanston, IL 60202

# UNOFFICIAL COPY

-88-593117



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RECORDED & INDEXED  
JAN 10 1993

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... December 13 .....  
 1988. The mortgagors ..... Gertrude Oehlwein .....  
 ..... ("Borrower") This Security Instrument is given to .....  
 ..... Evanston Bank ..... which is organized and existing  
 under the laws of ..... Illinois ..... and whose address is .....  
 ..... 603 Main Street, Evanston, IL 60202 ..... ("Lender").  
 Borrower owes Lender the principal sum of ..... SEVEN THOUSAND and no/100ths .....  
 ..... Dollars (U.S. \$ 7,000.00 .....). 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 ..... December 20, 1993 ..... 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 2 in the Resubdivision of Lots 6 and 7 in Block 6 in Osborn and Skillman's  
 Subdivision of the South Twelve and One-Half (12½) Acres of Lot 9 in Assessor's  
 Division of the South Half (½) of the Southwest Quarter (¼) of the Section 19,  
 Township 41 North, Range 14, East of the Third Principal Meridian, in Cook  
 County, Illinois.

R12-595

REI Title Services #

PIN # 1119-324-005

-88-593117

which has the address of ..... 724 Seward Street, ..... Evanston .....  
 (Street) (City)  
 Illinois ..... 60202 ..... ("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.

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Bankforms, Inc.

88593117

*[Handwritten initials]*

(Space Below This Line Reserved For Lender and Recorder)

My Commission expires: \_\_\_\_\_

Given under my hand and official seal, this 13th day of December, 1988.

*[Signature]*

NOTARY PUBLIC STATE OF ILLINOIS  
 KEITH BROWN  
 "OFFICIAL SEAL"  
 MY COMMISSION EXPIRES 4/13/92

set forth:

signed and delivered the said instrument as to the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she do hereby certify that \_\_\_\_\_ Gertrude Oehlwein \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ do hereby certify that \_\_\_\_\_ a Notary Public in and for said county and state, \_\_\_\_\_ the undersigned \_\_\_\_\_ Cook \_\_\_\_\_ County ss:

STATE OF ILLINOIS, \_\_\_\_\_

DEPT-01  
 #3533 #4 \*OB-995 117  
 #41111 TRAM-0042 12/27/88 09:24:00  
 COOK COUNTY RECORDER

Gertrude Oehlwein  
 (Seal)  
 Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [Specify]

Instrument. [Check applicable box(es)]

23. Rider to 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)]

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

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.

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.

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.

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