

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:
FIRST ILLINOIS MORTGAGE CORPORATION
1440 RENAISSANCE DRIVE
PARK RIDGE ILLINOIS 60068
PATRICIA C NEWMAN

86024639

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 30,
19 87 The mortgagor is CAROL M. HARRIS, A WIDOW AND RICHARD R. FILICITI, A SINGLE PERSON NEVER MARRIED

(“Borrower”). This Security Instrument is given to FIRST ILLINOIS BANK OF EVANSTON, N.A., which is organized and existing under the laws of THE UNITED STATES 800 DAVIS STREET EVANSTON IL 60204 , and whose address is (“Lender”).

Borrower owes Lender the principal sum of NINETY THOUSAND AND 00/100

Dollars (U.S.) --- 90,000.00--- 1. 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 JANUARY 01ST, 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:

PARCEL NO. 1
LOT 72 IN CALLERO AND CATINO'S RESUBDIVISION OF PART OF 7TH ADDITION TO GRENNAH HEIGHTS, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

86024639

PARCEL NO. 2
THAT PART OF THE SOUTH HALF OF THE VACATED ALLEY WHICH LIES NORTH OF AND ADJACENT TO LOT 72 DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF LOT 72, THENCE NORTH ALONG THE EXTENDED EASTERLY LINE OF LOT 72 TO THE CENTER LINE OF SAID VACATED ALLEY, THENCE WEST ALONG SAID CENTER LINE TO A POINT OF SAID LINE THAT IS THE INTERSECTION OF SAID LINE AND THE WEST LINE OF LOT 72 EXTENDED, THEN SOUTHEASTERLY ALONG SAID EXTENDED WESTERLY LINE OF LOT 72 TO THE NORTHWESTERLY CORNER OF SAID LOT, THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT TO THE POINT OF BEGINNING, ALL IN CALLERO AND CATINO'S RESUBDIVISION OF PART OF 7TH ADDITION OF GRENNAN HEIGHTS, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Illinois

("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.

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The seal is rectangular with a decorative border. The text "OFFICIAL SEAL" is at the bottom, "LEONNE CAUSERO" is in the center, "NOTARY PUBLIC STATE OF ILLINOIS" is above it, and "MAY COMMISSION EXPIRE JULY 16/91" is at the top.

39

Notary Public

Quando

My Commission expires:

Given under my hand and affixed my official seal, this
day of December, 1937.

set forth.

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

• personally known to me to be the same person(s) whose name(s)

do hereby certify that C. R. M. HERRIS, A. WILSON AND RICHARD B. ELLIOTT, A SINE FESSON FEE OF NINETEEN

a Notary Public in and for said county and state.

The Undergraduate

STATE OF ILLINOIS.

County ss:

[Space Below This Line for Acknowledgment] DEPT-01
14333 TIRAH 6603 01/15/88 14:03:00
45111-C *-88-024639
CITY COUNTY RECORDER

-Bonton
-(Seal)

-Botwone-

ANSWER
(PSS)

(P&S)

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Inner cities

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Reviews

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Band 17

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

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60624639

RECORDED IN THE CLERK'S OFFICE OF COOK COUNTY, ILLINOIS, ON THIS 14TH DAY OF NOVEMBER, 1989.

11/14/89

PI= 09-24-107-036 CFC

60624639

m

ILLINOIS

(To City)

7819 N. LILL. CORRT
NILLS

(Street)

(City)

60648

(Property Address):

(To City)

NILLS

(Street)

60648

(Property Address):

(To City)

This Security Instrument combines uniform conventions for national use and non-uniform conventions with combined uses of record.

Borrower warrants and certifies the Property against all claims and demands, subject to any mortgage, grant and conveyance of the Property and that the Property is unencumbered, except for encumbrances of record, heretofore or thereafter placed upon the Property. All rights and additions shall also be covered by this Security Instrument. All of the appurtenances, rents, royalties, minerals, 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".

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights,

HOUSING COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to manage, let, lease, sell, exchange, or otherwise dispose of the same in any manner he or she may see fit, subject to the terms and conditions contained in this instrument.

This Security Instrument contains a uniform security instrument covering real property.

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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]

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

Carol M. Harris _____ (Seal)
CAROL M. HARRIS _____ -Borrower

R.B. Elliott _____ (Seal)
RICHARD B. ELLIOTT _____ -Borrower

_____ (Seal)
_____ -Borrower

_____ (Seal)
_____ -Borrower

[Space Below This Line For Acknowledgment] DEPT 09 \$15.25
T#3333 TRAN 6603 01/15/88 14:03:00
45111 *C*-88-024639
COOK COUNTY RECORDER

STATE OF ILLINOIS.

Cook

County ss:

I, The Undersigned, a Notary Public in and for said county and state,
do hereby certify that CAROL M. HARRIS, A WIDOW AND RICHARD B. ELLIOTT, A SINGLE PERSON NEVER MARRIED,
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 they
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein
set forth.

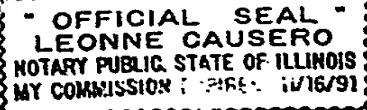
-88-024639

Given under my hand and official seal, this 30th day of December, 1987

My Commission expires:

Leonne Causero
Notary Public

MTGB



SC-24639

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UNIFORM COVENANTS, BORROWER AND LENDER, DATED JUNE 1, 1973, PAGE 9

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.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying 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. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future 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 or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall 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 as a credit against the sums secured by this Security Instrument.

3. **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; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected 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 amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise 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 and Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle 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; Leaseholds.** 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; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this 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 7, 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.

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If Leander exercises this option, Leander shall give Borrower notice of acceleration. The notice shall provide a period of no 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, Leander may invoke any remedies permitted by this Security Instrument without giving notice of demand on Borrower.

16. Borrower's Copy. Borrower shall be given one 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) to another person (or persons), the 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 law.

jurisdiction in which the Property is located. In the event that any provision of clause of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note are declared to be severable.

mailing it by first class mail unless otherwise specified. The notice shall be directed to the property address or any other address Borrower designates by notice to Lender. Any notice given by first class mail to Lender's address stated herein or to any other address Lender designs by notice to Lender. Any notice to Lender shall be deemed to have been given to Borrower when given as provided for in this Security Instrument or any other document given to Borrower. Any notice given by first class mail to Lender's address stated herein or to any other address Lender designs by notice to Lender. Any notice given to Lender shall be deemed to have been given to Borrower when given as provided for in this Security Instrument or any other document given to Borrower.

13. Legislation Affirming Lenient Rights. If enactments of extraterritorial application laws have the effect of rendering any provision of the Note or this Security Instrument unnecessary, each applicable law shall be given by delivery in or before January 1, 1991.

12. **Loan Charges.** If the loan secured by "x" is security instrument is subject to a law which sets maximum loan charges, and that law is usually interpreted so that the interests or other loans charged 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 limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded by reducing the principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by prepaying under the Note any prepayment charge under the Note.

11. Successors and Assissees, Found; Joint and Several Liability; Co-signers. The co-contractants and agreements of this Security instrument shall bind all 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 (c) is co-signing this Security instrument only to merge its claim against Borrower with that of his co-signer(s). The co-signer(s) shall be liable to Lender and his co-signer(s) for the full amount of the principal, interest and expenses of this instrument, notwithstanding that the co-signer(s) may have no personal liability to Lender.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned 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.

before the market value of the property increases further. Any advance seen in the price of the property, triggered by (a) the real market value of the property increases before the property is resold.

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 immediately by the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately by the amount of the proceeds.

any condominium or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assinged and shall be paid to Landor.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the premium payment is terminated in accordance with the terms of the policy.