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MORTGAGE

302405-6

THIS MORTGAGE ("Security Instrument") is given on **MAY 6**
1988 The mortgagor is **ABISOYE I. ADEKOYA, MARRIED TO ADEBUKUNOLA M. ADEKOYA****

("Borrower"). This Security Instrument is given to **NORTH SHORE MORTGAGE AND FINANCIAL SERVICES, INC., ITS SUCCESSORS AND/OR ASSIGNS** which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **549 LINCOLN AVENUE WINNETKA, ILLINOIS 60093** ("Lender").
Borrower owes Lender the principal sum of **EIGHTY FOUR THOUSAND EIGHT HUNDRED AND NO/100**

Dollars (U.S.) **84,800.00**). 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 **JUNE 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 8 IN EAST RIDGE ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE EAST 298 FEET OF THE SOUTH 7.56 CHAINS OF THE NORTH 14.63 CHAINS OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1605
RECORDING # 88215188
DEPT-G1 RECORDING \$16.25
T#1111 TRAN 2803 05/19/88 15:45:00
H7625 # A *-88-215188
COOK COUNTY RECORDER

**ADEBUKUNOLA M. ADEKOYA IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS

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which has the address of **348 CUSTER AVENUE**
[Street]
EVANSTON
[City]
Illinois 60202
[Zip Code] ("Property Address");

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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UNIFORM COVENANTS, Conditions and Lender's covenants and agreements 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. 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 owing 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 sensible and Lender's security is not lessened. If the restoration or repair is not economically sensible or 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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18. Borrower's Right to Reinstatate. If Borrower fails to perform any of the terms and conditions of this Agreement or fails to pay any sum required to be paid hereunder, the Lender may apply to a court of competent jurisdiction to enjoin Borrower from further non-compliance, or to require Borrower to pay any amount due under this Agreement. If Borrower fails to pay any amount due under this Agreement, the Lender may apply to a court of competent jurisdiction to require Borrower to pay all amounts due under this Agreement, plus interest thereon at the rate provided in Section 7, and attorney's fees and costs of collection. The Lender may also exercise any other rights available to it under law or by agreement.

IF Lender exercises this option, it may do so at any time during the period from the date of this note to the date of final payment. Lender shall provide notice of acceleration at least 30 days prior to the date of final payment. Borrower shall provide a period of 30 days from the date of notice to cure any default. If Lender receives such notice of acceleration, Borrower shall pay all sums secured by this Secured Instrument within fifteen (15) days of the date of notice of demand or earlier if demanded by Lender.

Interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred to another person, at its option, require immediate payment in full of all sums secured by this Security Interest, notwithstanding any provision to the contrary contained in the Note or in any other instrument or agreement between the parties hereto).

16. Borrower's Copy. Borrower shall be given one conformed copy of this Note and of this Security Instrument.

15. **Governing Law; Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which it is located. In the event that any provision of this Security Instrument is declared by a federal, state, or local court to be ineffective, the remaining provisions of this Security Instrument shall remain in full force and effect without affecting the validity of any other provision.

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.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in 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 delivery in or by fax or e-mail to the address set forth above.

13. **Legislative Action Affecting Lennder's Rights.** If an amendment or expansion of applicable laws that affect the rights of Lennder's Security Instruments is proposed by the Board, the Board must provide Lennder with a copy of the proposed amendment or expansion and give Lennder the opportunity to comment on it before it is adopted.

12. Loan Charges. If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced to the permitted limits; (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (c) sums already collected from Borrower under the Note or by making a direct payment to Borrower. Under this provision, the reduction of the principal owed under the Note or by making a direct payment to Borrower, if it results in reducing the principal owed partial prepayment without any prepayment charge under the Note.

11. Successors and Assigees: 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 successors and assigns shall be joint and severable. 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 certain Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally liable to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security instrument, except in the event of a default by Borrower.

payment or otherwise modify amortization of the sums secured by this Security Instrument on any demand made by the original Borrower or his successors in interest. Any holder hereof may exercise any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Borrower's Right Not to Waiver. Extension of the sums secured by this Security Instrument by Lender shall not be justified to release the liability of the original Borrower or his successors in interest to extend time for payment of the principal amount of the Note.

Given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sums advanced by this Security Instrument, either to restore or repair of such property or to the use of the monitory payments referred to in paragraphs 1 and 2 or change the amount of such payments 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 unless Lender and Borrower otherwise agree in writing.

before the takeoff, divided by (b) the fair market value of the Property immediately before the takeoff. Any balance shall be paid to Borrower.

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 to an unspecified public purpose shall be paid to Lender.

Borrower shall pay the premiums required to maintain the insurance until such time as the premium for the term of the policy is paid in full.

State of Illinois
County of Cook
} ss.

In the State of Illinois, I, Notary Public in and for said County,
and known to me to be the same person whose name
is subscribed to the foregoing instrument, certify THAT
aforesaid A. Adeloyea, married to Abisoye J. Adeloyea
personally known to me to be the same person whose name
subscribed to the foregoing instrument acknowledged the
day in person and acknowledged that she signed, sealed and
delivered the said instrument as free and voluntary act, for the
uses and purposes therein set forth, including the release and
waiver of the right of homestead,

GIVEN under my hand and notarial seal, this 6th day of May 1980.
A.D.

March

A.D., 19 80

Notary Public

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Property of Cook County Clerk's Office

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this **6TH** day of **MAY**, 19 **88**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **NORTH SHORE MORTGAGE AND FINANCIAL SERVICES, INC.** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

348 CUSTER AVENUE, EVANSTON, ILLINOIS 60202
[Property Address]

11-30-11-0-28

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1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

****ADEBUKUNOLA M. ADEKOYA IS
EXECUTING THIS RIDER SOLELY
FOR THE PURPOSE OF WAIVING
ANY AND ALL MARITAL AND
HOMESTEAD RIGHTS**

X A. Adekoya - _____ (Seal)
ABISOYE I. ADEKOYA MARRIED TO _____
ADEBUKUNOLA M. ADEKOYA** _____
X Adebukunola M. Adekoya _____ (Seal)
ADEBUKUNOLA M. ADEKOYA _____
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

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