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89444559

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Return to Recorder's Box 92

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 19 19. 89. The mortgagor is . Ronald A. Clark and Jean A. Clark, his wife ("Borrower"). This Security Instrument is given to NBD SKOKIE BANK, N.A., a National Banking Association, which is organized and existing under the laws of the United States of America, and whose address is 8001 Lincoln Avenue, Skokie, Illinois 60077 ("Lender"). Borrower owes Lender the principal sum of Thirty Thousand and no/100 Dollars (U.S.\$ 30,000.00). 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 September 26, 1994 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 (except the North 27 feet thereof) and all of Lot 3 in Block 15 in Hield and Martins Dempster Street Terminal Subdivision in the Southwest $\frac{1}{4}$ of Section 16 and the Southeast $\frac{1}{4}$ of Section 17, Township 41 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded June 2, 1924 as Document Number 8446276, in Cook County, Illinois.

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which has the address of 8841 N. Lura Morton Grove
(Street) (City)

Illinois 60053 ("Property Address"); P.I.N. 10-16-326-044
(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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 Rev.5/85 Typecraft Co., Chicago

147 Mail
This document prepared by;
NBD Skokie Bank, N.A.
8001 N. Lincoln
Skokie, IL 60077
(Address)
40 *MAIL TO*

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Form 301A Rev 6/85 - Typewriter Co., Inc. • Chicago

My Communion Expenses On 4/12/92
Mother Pablic Schools of Illinois
Lynne M. Roots
OFFICIAL SEAL

OFFICIAL SEAL

LYNN M. HOOKS..... I,, do hereby certify that..... CLARK..... A.... RANOLD..... A.... CLARK..... A.... AND..... JEAN..... A..... personally known 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..... they..... signed and delivered the said instrument as..... a..... free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this..... 19th..... day of..... September..... 1989..... My Commission expires: A-18-92-

Lynn M. Hooke

The Instalment Note mentioned in the Within
Mortgage has been identified herewith under
Identification No. _____
NBDSKOKIE BANK, N.A.
BY: _____
- Mortgagor -
Jean A. Clark
.....
(Seal)
Ronald A. Clark
.....
(Seal)
In Witness Whereof, Borrower has executed this Mortgage.
The Witnessed Note mentioned in this Mortgage
Mortgage has been identified herewith under
Identification No. _____
NBDSKOKIE BANK, N.A.
BY: _____
- Mortgagor -
Jean A. Clark
.....
(Seal)
Ronald A. Clark
.....
(Seal)

By SIGNING BELOW,乙方同意接受本合同的全部条款并受其约束。甲方在本合同上签字即表示同意乙方的上述声明和保证，并且甲方将根据本合同的约定履行其义务。

22. Waiver of Homestead. Borrower waives all right of homestead except 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 coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

24. Family Rider.

25. Adjustable Rate Rider.

26. Grandfathered Rider.

27. Planned Unit Development Rider.

28. Other(s) [Specify]

but not limited to, reasonable attorney's 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 to redeem 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 paid by Lender for the collection of rents or management of 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 recording costs.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrowers breach of any covenant or agreement in this Security Agreement (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify:

- (a) the date the default is given to Borrower, by which the default must be cured;
- (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 notice will expire; and
- (d) that failure to cure the default on or before the date specified in the notice may result in the notice being renewed.

and (d) that failure to renew the notice may result in the notice being renewed by judicial proceeding and sale of the sums secured by this Security Instrument, notwithstanding any provision to the contrary in any other instrument.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrowers breach of any covenant or agreement in this Security Agreement (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify:

- (a) the date the default is given to Borrower, by which the default must be cured;
- (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 notice will expire; and
- (d) that failure to renew the notice may result in the notice being renewed by judicial proceeding and sale of the sums secured by this Security Instrument, notwithstanding any provision to the contrary in any other instrument.

20. Non-Exclusivity of Remedies. Lender shall demand payment of all expenses incurred in pursuing the remedies provided in this Paragraph 19, including:

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UNIFORM COVENANTS. 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. 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 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 Remitiate. 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; or (b) entry of a judgment enforcing this Security Instrument to any power of sale of the Property pursuant to any power of sale contained in this Security Instrument before sale of the Property to any power of sale contained in this Security Instrument; or (c) entry of a judgment for reinstatement; or (d) any time prior to the earliest of: (i) 17 days after Borrower's notice to the trustee to pay the sums secured by this Security Instrument; (ii) 17 days after Borrower's notice to the trustee to pay the sums secured by this Security Instrument; or (iii) 17 days after Borrower's notice to the trustee to pay the sums secured by this Security Instrument.

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 instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this instrument without further notice or demand on Borrower.

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

17. Transfer of the Property shall be given one controlled copy of the Note and of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by the law of the State in which the Property is located. In the event that any provision of this Security Instrument conflicts with applicable law, such conflict shall affect other provisions of this Security Instrument or the Note which can be given effect without the configuration provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by first class mail unless applicable law requires use of another method. The notice shall be delivered to the Borrower at his address set forth above or to such other address as Borrower may designate in writing. Any notice to Lender shall be given by mailing it or by first class mail to Lender's address set forth above or to such other address as Borrower may designate in writing. Any notice to Borrower or Lender shall be deemed given when given to Borrower or Lender when given as provided in this paragraph.

12. **Loan Charges.** If the loan secured by this Security Instrument is subjected to a law which sets maximum loan charges, and that law is finally interpreted so that the interests 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 loan charged to the permitted limits; and (b) any sums already collected from the borrower which exceed the permitted limits will be refunded to the 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 partial payment without regard to the date of the note.

11. Successors and Assign; Bound; Joint and Several Liability; Co-signers. The agreements 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 shall be liable to Lender and any other Borrower under the terms of this Security Instrument and any other agreement among them.

10. **Borrower Not Responsible By Waiver.** Extension of the time for payment of such payments is postponed if the date of payment of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments is postponed if the date of payment of the monthly payments referred to in writing, my application of principal sum due to him by the original Borrower or his successors in interest. Any holder of the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

make an award or settle a claim for Borrower, or its, direct notice by Borrower to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 applied to Borrower, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be before the taking, multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by the fair market value of the Property immediately before the taking.

If Lender requires more than the amount of money the loan secured by this security instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the premium market for the insurance terminates or Lender no longer requires it.