

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.

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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.

7. Protection of Lender's Rights in the Property; Mortgage Lien. 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 instrument, preparing in court, paying reasonable attorney fees and entering into the property to make repairs. Although Lender does not have to do so.

6. **Preservation and Maintenance of Property; Leases;** 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 not merge or transfer the Property to the lessee. If the lessee transfers the title to the Property, the lessee shall not merge or transfer the Property to the lessor.

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 instrument immediately prior to the acquisition.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damage, if the restoration or repair is not immediately feasible or lessened. If the restoration is not feasible or lessened by this Security instrument until the date of loss, with such lessening, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with such lessening, the insurance proceeds shall be applied to settle a claim, when Lender may collect the insurance proceeds. Lender may use the proceeds to restore or repair the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has agreed to settle a claim, when Lender may collect the insurance proceeds. Lender or restorer of

Lender shall have the right to hold the policies and renewals. If Lender receives and renewals, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. 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.

3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extinguished coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount "extinguished coverage" and for the periods for which Lender insures the property. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval. The insurance carrier shall be responsible for the insurance premiums. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

Borrower shall promptly discharge any and all 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) consents in good faith to the lien by, or deems against his or her interest, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of the lien in, legal proceedings which in the Lender's opinion operate to satisfy the lien prior to a sale of the property; (c) secures from the holder of the lien an instrument satisfactory to Lender which may restrain Lender from taking any action to collect the debt or to foreclose the lien.

a. Charges: Lenses. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach over this security instrument, and leschold payments or ground rents, if any. Borrower shall pay the amount of taxes, assessments, charges, fines and impositions attributable to the property which may attach over this security instrument, and leschold payments or ground rents, if any. Borrower shall pay them on time directly to the person entitled to receive it. Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph.

3. Application of payments. Unless applicable law provides otherwise, all payments received by Lender under the Note, to late charges due under the Note, to interest due, and fees, to principal due, shall be applied first to amounts payable under Paragraph 2; fourth, to late charges due under the Note; second, to principal due, and last, to interest due.

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

receipt of the proceeds of the preceding sentence. Borrower and Lender may agree in writing that imereits shall be paid on the Funds. Unless an agreement is made for Funds under this Section, the Funds are to be repaid in monthly installments of \$. The Funds are to be repaid in monthly installments of \$.

The funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the salary or wages of employees of the institution or to meet its obligations to its employees.

To Lender in 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 accrue on the property, if any; (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 and reasonable estimates of future escrow items.

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 prepayments made by Borrower. Subject to applicable law or to written waiver by Lender, Borrower shall pay

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 OCT 26 PM 11:51

89508412

89508412

(Space Above This Line For Recording Data)

MORTGAGE

1500

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 23**
1989 The mortgagor is **JO ANN E. YONAN, DIVORCED NOT SINCE REMARRIED**

("Borrower"). This Security Instrument is given to **AMERICAN NATIONAL BANK
OF LIBERTYVILLE**
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is
1201 SOUTH MILWAUKEE AVENUE
LIBERTYVILLE, ILLINOIS 60048
Borrower owes Lender the principal sum of
SIXTY FIVE THOUSAND AND NO/100

("Lender").

Dollars (U.S.) **65,000.00**). 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 **NOVEMBER 1, 2019**. 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 1: THE EAST 36.09 FEET OF THE WEST 77.11 FEET OF LOT 1 IN
WINCHESTER LANE NORTH SUBDIVISION BEING A SUBDIVISION OF THE NORTH
EAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10,
1988 AS DOCUMENT 88522636 IN COOK COUNTY, ILLINOIS.**

**PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL
1 AS SET FORTH IN THE WINCHESTER LANE NORTH DECLARATION OF PARTY
WALL RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
RECORDED DECEMBER 22, 1988 AS DOCUMENT 88589852 IN COOK COUNTY,
ILLINOIS.**

03-01-201-004-0000

89508412

which has the address of **4510 DEER TRAIL**
(Street)

NORTHBROOK
(City)

Illinois **60062**
(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 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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~~SES~~ ~~xod~~

**AMERICAN NATIONAL BANK
OF LIBERTYVILLE, ILLINOIS 60048**

AMERICAN NATIONAL BANK

RECORD AND RETURN TO:

LIBERTYVILLE, IL 60048

PREPARED BY:

My Commission expires:

Given under my hand and officially sealed, this 25th day of October,

set forth.

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

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

1. ROBERT M. SWEETMAN
, a Notary Public in and for said county and state,
do hereby certify that JO ANN E. YONAN, DIVORCED NOT SINCE REMARRIED

1. Robert M. Simonian

STATE OF ILLINOIS.

County ss:

15 of 15 | Page

--Borrower
 (SCBI)
--Borrower
 (SECI)
--Borrower
 (SCAI)

JO ANN E. YOUNG
—Bottower
(Scal)

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Other(s) [Specify]

Graduated Payment Rider

1-4 Family Rider Condormium Rider 1-4 Family Rider

Condominium Rider

I-4 Family Rider Condominium Rider

liment. (Click applicable box(es))

22. Waiver of Homeestead. Borrower waives all right of homestead excepted as provided in the property.

21. Releasee, 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 judiciable assignee) 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 the Receiver shall be applied first to payment of management fees, and then to the sums secured by this Security instrument.

19. **Acceleration:** Remedies. Lender shall have 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, foreclosing and sale of the property. The notice shall further advise Borrower of the right to accelerate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default in any other sense of Borrower to acceleration and foreclosure. If the default is not cured before the date specified in the notice, Lender and 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.

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PLANNED UNIT DEVELOPMENT RIDER | 2

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **23RD** day of **OCTOBER**, 1989, 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

AMERICAN NATIONAL BANK OF LIBERTYVILLE

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

4510 DEER TRAIL, NORTHBROOK, ILLINOIS 60062

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in
THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as
WINCHESTER LANE NORTH

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are those: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. REMEDIES. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Jo Ann E. Yonan
JO ANN E. YONAN

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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