

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, for condemnation or taking of the Property or part thereof, or for conveyance in lieu thereof, are hereby assigned and shall be paid to Lender, subject to the terms of any lien which has priority over this mortgage. Borrower agrees to execute such documents as may be required to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or release such monies received or make settlement for such monies in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard insurance. No settlement for condemnation damages shall be made without Lender's prior written approval.

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 or 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 accommodation, 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.** This loan shall not be assumed without the express written consent of Lender. 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, and without notice require immediate payment in full of all sums secured by this Security Instrument, and invoke its remedies hereunder. However, this option shall not be exercised by Lender if the exercise is prohibited by federal law as of the date of this Security Instrument.

Lender will not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender in its sole discretion determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

18. **Acceleration; Remedies.** In the event of a breach of any covenant or agreement in this Security Instrument or in the event and default occurs in the payment of the Note secured hereby, Lender may accelerate all sums secured hereby without notice to Borrower.

19. **Lender in Possession.** Upon acceleration under paragraph 18 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.

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requesting payment.

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.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7. Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although

in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security

regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights

Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

payments.

or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend

thereof from damage done to the property of Lender to the extent of the indebtedness hereby secured.

If property is acquired by Lender, all right, title and interest of Borrower in insurance policies and proceeds

benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds.

from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance

If the property is abandoned by the Borrower, or Borrower fails to respond to Lender in writing within 30 days

this Mortgage or invalidate any act done pursuant to such notice.

Property. Such application or release shall not cure or waive any default or notice of default or notice of default under

(action) in such or as the Lender may determine or be released to Borrower for use in repairing or reconstructing the

(after payment of all reasonable costs, expenses and attorney's fees paid or incurred by Lender and Borrower in this con-

under any insurance policy may, at Lender's sole discretion, be applied to the indebtedness secured by this Mortgage

Subject to the terms of any lien which has priority over this Mortgage, amounts collected by Borrower or Lender

carrier and Lender make proof of loss if not made promptly by Borrower.

all receipt of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

Lender shall have the right to hold the policies and renewals. If Lender requests, Borrower shall promptly give to Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

be unreasonably withheld.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not

Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires.

insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days

agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of

prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an

faith the lien by, or defends against enforcement of, the lien in legal proceedings which in the Lender's opinion operate to

agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consists in good

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a)

receipts evidencing the payments.

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

Note; third, to amounts payable under paragraph 2, fourth, to interest due; and last, to principal due.

paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

application as a credit against the sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by Lender.

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender

Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law

Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and

Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless

state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items,

The Funds shall be held in an institution (the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items.

mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the

leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

the principal of and interest on the debt evidenced by the Note and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

COVENANTS. Borrower and Lender covenant and agree as follows:

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DEPT-01 RECORDING

\$15.00

T#4444 TRAN 1161 11/03/89 12:27:00

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#5417 # E # 87-323670

COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 24 1989. The mortgagor is Marianne C. Roderick, a single woman ("Borrower"). This Security Instrument is given to HARRIS BANK WILMETTE National Association, which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 1701 SHERIDAN ROAD, WILMETTE, ILLINOIS 60091 ("Lender"). Borrower owes Lender the principal sum of Seventy eight thousand and no/100 Dollars (U.S. \$ 78,000.00). 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 January 31, 1990. 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:

SEE ATTACHED SCHEDULE A

P.I.N. #05-19-314-072-1012

which has the address of 1714 F Northfield Square Northfield Illinois 60093 ("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.

COOK County Clerk's Office

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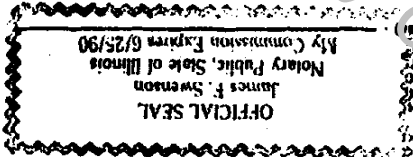
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ANNE M. ANTON
HARRIS BANK WILMETTE N.A.
1701 SHERIDAN ROAD
WILMETTE, ILLINOIS 60091
PREPARED BY AND MAIL TO:



(Space Below This Line Reserved For Lender and Borrower)

Notary Public

[Handwritten Signature]

My Commission expires:

Given under my hand and official seal, this 30th day of August, 19 89

set forth.

signed and delivered the said instrument as heretofore free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s/he do hereby certify that Marianne C. Roderick, a single woman, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s/he do hereby certify that Marianne C. Roderick, a single woman, a Notary Public in and for said county and state, State of Illinois, Cook County ss:

(Seal) Borrower

(Seal) Borrower

Marianne C. Roderick

[Handwritten Signature]

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders (executed by Borrower and recorded with it).

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Others) (specify)

20. 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.
21. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
22. 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))

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PARCEL 1:

UNIT NUMBER 1714-F AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'PARCEL') THAT PART OF LOT 1 IN THE PLAT OF CONSOLIDATION OF PARTS OF LOTS 4 AND 5 IN HAFF'S SUBDIVISION OF THE SOUTH PART OF THE SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL OF LOTS 3 AND 5 IN SIEBEL'S RESUBDIVISION OF PART OF LOT 3 IN SAID HAFF'S SUBDIVISION AND LOT 10 IN SCHMIDT'S SUBDIVISION OF PART OF LOT 2 IN SAID HAFF'S SUBDIVISION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF A SOUTH LINE OF SAID LOT 1, AS SAID LINE IS EXTENDED WEST AND A LINE 49.50 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1, THENCE EAST ALONG SAID EXTENSION OF A SOUTH LINE OF LOT 1 A DISTANCE OF 235.66 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 109.40 FEET, THENCE WEST ALONG A LINE 106.13 FEET SOUTH OF AND PARALLEL WITH SAID EXTENSION OF A SOUTH LINE OF SAID LOT 1, 235.60 FEET THENCE NORTHWESTERLY ALONG A LINE, 49.50 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1, 109.41 FEET TO THE PLACE OF BEGINNING, WHICH SAID SURVEY THE WESTERLY LINE OF SAID LOT 1, 109.41 FEET TO THE PLACE OF BEGINNING, WHICH SAID SURVEY IS ATTACHED AS EXHIBIT 'A' TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 28, 1970 KNOWN AS TRUST NUMBER 2185, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22851935, TOGETHER WITH AN UNDIVIDED 4.17 PER CENT INTEREST IN SAID PARCEL (EXCEPT FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEY) IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENT RECORDED JANUARY 21, 1974 AS DOCUMENT NUMBER 22600984, MADE BY AMALGAMATED TRUST AND SAVINGS BANK JANUARY 15, 1975 AND RECORDED MARCH 17, 1975 AS DOCUMENT 23023010 OVER AND ACROSS THOSE PARTS OF LOT 1 DESCRIBED IN SAID FROM AMALGAMATED TRUST AND SAVINGS BANK DATED SEPTEMBER 28, 1970 AND KNOWN AS TRUST NUMBER 2185 TO JAMES G. AYARS AND KATHLEEN AYARS DATED JANUARY 15, 1975 AND RECORDED MARCH 17, 1975 AS DOCUMENT 23023010 OVER AND ACROSS THOSE PARTS OF LOT 1 DESCRIBED IN SAID DECLARATION EXCEPT THOSE PARTS OF LOT 1 FALLING IN LOTS 3 AND 5 IN SIEBEL'S RESUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS

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