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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 no less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, 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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If it is rendered required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay to the permanent trustee or to the holder of the Note, until such time as the instrument for the issuance of minimums in accordance with Borrower's and Lender's written agreement or applicable law.

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 prior to maturity.

**7. Protection of Lenders' Rights in the Property Mortgage Insurance.** If Borrower fails to perform the covenants and agreeements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lenders' rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws of regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lenders' rights in the Property (such as repairing any damage and sums secured by a lien which has priority over this Security Instrument, appraising and paying reasonable fees and expenses on the Property to make repairs). Although Lender may take action under this provision, Lender's actions may include paying any sums received by Lender from the sale of the Property to another party.

is on a leasehold, borrower shall comply with the provisions of the leases and render address to the lessor if the lessee fails to do so.

render to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

cross-referenced and recoverable otherwise agree to 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, borrowers shall pay to the beneficiary prior to the maturity date resulting from damage to the property prior to the negotiation shall pass to my heirs and beneficiaries and proceeds resulting from damage to the property prior to the negotiation shall pass to my heirs and beneficiaries.

Instrument, whether or not the same is used to restore the property or to pay sums secured by this Security Proceeds, Lender may use the proceeds to repair or restore the property or to pay sums secured by this Security Proceeds to the extent of the amount of the deficiency after deducting the amount of the principal and interest paid by Borrower and any application of proceeds to the payment of taxes, insurance premiums, and other expenses in respect of the property and any other amounts due under the Note.

Instrumental proceeds shall be applied to the sums secured by this Security Instrument, whether or not the due date has passed, and the balance, if any, shall be paid to the holder of this Note.

unless otherwise agreed, it shall be restored to the party who made the offer or proposal, unless otherwise agreed, if the party who made the offer or proposal is not entitled to receive the benefit of the offer or proposal, or if the party who made the offer or proposal has been injured by the acceptance of the offer or proposal.

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, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly notice to the insurance carrier and render proof of loss if not made promptly by Borrower.

periods for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods for which Lender requires it. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

properly over this Securitry Instrument, render may Proc. Borrower a notice identifying the item Borrower shall satisfy the line of take one or more of the actions listed above within 10 days of the giving of notice.

Property (c) secures from the holder of the debt instrument satisfaction to a lesser extent which may attain this security instrument if the holder of the debt instrument satisfies its obligation to the lessor extent.

Authorisation (a) agrees in writing to the payment secured by the lien in a manner acceptable to the lessorowner.

Under all notices of amounts to be paid under this paragraph, if Borrower marks these payments directly, Borrower shall promptly furnish such evidence of payment as will satisfy the creditor that payment has been made.

**4. Charges; Lien.** 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 them on time, and, if necessary to the person owed payment, Borrower shall promptly furnish to any creditor who has a right to these obligations in the manner provided in paragraph 2, or if not paid in that manner, to the person entitled to payment by law, a copy of this instrument and a copy of the note, and shall remain liable for the amount so paid.

and least, to principal due, § 2 shall be applied; first, to amounts payable under paragraph 2; second, to interest due under paragraphs 1 or 3; and, if necessary, to amounts payable under paragraph 3.

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

In the event that any of the funds held by Lender, together with the entire amount due prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items due prior to the due dates of the escrow items, shall be held by Lender until the date when due the excess shall be, at Borrower's option, either promptly repaid to Borrower or created to be borrowed from Lender in monthly payments of one thousand dollars per month.

Funds showing credits and debits to the Funds, Lender shall give to Borrower, without charge, an annual account of the any interest or earnings on the Funds. Lender shall be entitled to receive additional sums secured by this Security Agreement.

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 interest if lender is not entitled to receive payment of interest under the terms of the note.

The Funds shall be held in an institution the depositaries of which are insured by the Federal Deposit Insurance Corporation.

(“pounds”), equal to one-twelfth of (a) yearly taxes and assessments which may attach priority over this security.

**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 under the Note.

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## MORTGAGE Corporate Trustee

LOAN NO. 011851988

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NORTHERN TRUST BANK/LAKE FOREST

✓ THIS MORTGAGE ("Security Instrument") is given on **11/13/89**, between the Mortgagor, **FIRST NATIONAL BANK OF LAKE FOREST**, a corporation organized and existing under the laws of **THE UNITED STATES OF AMERICA**, ("Borrower"), not personally but solely as Trustee under a Trust Agreement dated **NOVEMBER 25, 1980** and known as Trust No. **5605**, and the Mortgagee, **ST. PAUL FEDERAL BANK FOR SAVINGS**, a corporation organized and existing under the laws of the United States of America, whose address is 6700 W. North Avenue, Chicago, Illinois 60635 ("Lender"). Borrower owes Lender the principal sum of .....

TWO HUNDRED TWENTY FIVE THOUSAND AND NO /100— Dollars (U.S. **225,000.00**). 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

**DECEMBER 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

**COOK County, Illinois:**

LOT 9 IN RESUBDIVISION OF BLOCKS 9 AND 10 IN INDIAN HILL ESTATES, BEING A SUBDIVISION OF PART OF THE S.W. 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
P.I.N. 05-29-318-005-0000

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which has the address of ("Property Address");

**2737 BLACKHAWK, WILMETTE IL 60091**

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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This instrument prepared by:

Notary Public  
Deacon G. Gould  
AD 1989

011851988  
RUTH I PORKOS

Given under my hand and Notarized Seal, this 13th day of November, A.D. 1989  
FREDERICK W. COOPER, TRUSTEE  
for the Estate of ARTHUR F. COOPER,  
who was personally known to me to be the same person whose death is described to the foregoing instrument  
as such Seal, Vice President and TRUST OFFICER  
of the First National Bank of New Haven, Connecticut.

1. The undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that  
Laura H. Olson, Secretary of State, President and Peggy Peters, Trust Officer, Secretary of  
Northern Trust Bank Lake Forest, have this day executed the foregoing instrument.

STATE OF ILLINOIS }  
COUNTY OF }

ATTTESTED  
S. J. S.

**IN WITNESS WHEREOF**, the Borrower, as Trustee as  
Administrator and not personally, has caused this Security  
Instrument to be signed by its President and Vice  
President and its corporate seal to be hereunto  
affixed and its corporate seal to be hereunto  
**WITNESSED** by its TRUST OFFICER.

CORPORATE SEAL

**Land Trust Mortgage.** This Security Instrument is executed by the aforementioned Borrower, not personally but as Trustee as instrument of power and authority conferred upon and vested in it as such Trustee hereby under its title to possesses full power and authority to execute this instrument, and it is expressly understood and agreed by the Lender herein and by every person or instrumentality claiming any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any liability on the said Borrower. personally, or any co-signer or endorser of said Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or heir of and of said Note, but this waiver shall be absolute and out of the property conveyed by endorsement of any instrument or the Note secured hereby shall be absolute and that any recovery on this instrument shall not affect the personal liability of any co-signer or endorser of said Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or heir of and of said Note.

- 2-4 Family Rider
- Grandmother/Father Rider
- Grandparent/Payment Rider
- Other(s) [Specify] \_\_\_\_\_

23. **Riders to this Security Instrument.** If one or more orders 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))

21. **Re�eeด**. Upon payment of all sums secured by this Security Instrument, Lender shall release this security interest without charge to Borrower. Borrower shall pay any recordation costs.

**20. 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 judge) shall be entitled to enter upon, take possession of and manage the property and 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 expenses of repossessing, holding, advertising, fees and then to the sums due Lender.

date specified in the notice may result in acceleration of the sums secured by this Security Instrument foreclosed by judgment proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-exclosure of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title

NON-UNIFORM GOVERNANTS, Borrower and Lender further covenant and agree as follows: