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COOK COUNTY, ILLINOIS  
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90576902

1990 NOV 28 PM 10:56

90576902

12-81-194J

[Space Above This Line For Recording Date]

Mail To  
Box 333

This instrument was prepared by:

LAREAPA CUSTEE

(Name)

520 GREEN RAY ROAD

MILWAUKEE WI 53209

15<sup>00</sup>

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 10, 1990, by CAROLYN P. EUCH, divorced and not since remarried, to LAUREAPA CUSTEE, Borrower. This Security Instrument is given to LAUREAPA CUSTEE, Lender.

WILMETTE, ILLINOIS, STATE OF ILLINOIS, U.S.A., which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 520 GREEN RAY ROAD, WILMETTE, IL 60093, Lender.

Borrower owes Lender the principal sum of 2261 UNPAID THOUSAND FIVE HUNDRED ONE DOLLARS \* \* \* \* \* Dollar U.S.\$ 2261,000.00. This debt is evidenced by Borrower's note dated the same date as this Security Instrument, Note, which provides for no timely payments, with the full debt, if not paid earlier, due and payable on JULY 20, 2005. \* \* \* \* \* 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, and 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 CHICAGO, ILLINOIS:

LOT 1 OF THE 1ST ADDITION TO THE 100 ACRES OF LAND IN THE TOWN OF WILMETTE, VILLAGE OF WILMETTE, SUBDIVISION OF BLOCK 44 IN CEDAR SPRINGS SUBDIVISION IN SECTION 33, TOWNSHIP 46, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO COUNTY, ILLINOIS.

P.T.M. 14-32-407-027-0000 VOL. 406

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which has the address of 1132 N. LINCOLN PARK WEST, CHICAGO  
(Street) ILLINOIS 60610 (City)

Illinois 60610 (Zip Code) "Property Address"

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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ISPACE Beowulf 1.4.1.12.8.5.0r Acnowledgment

**SEAL** **Borrower**

BY SIGNING BELOW, I HEREBY AGREE AND SUBMIT TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT  
and in any rider(s) executed by Borrower or and recorded with it.

- 2-1 Family Rider
- Grandparent Rider
- Adulturable Extreme Rider
- Other(s) Specified

Supplemental information, documents and agreements of this Security Instrument as if the riders(s) were a part of this Security

22. Whether or not Homestead Borrower makes all right of homestead excepted in the Property.  
23. Right to this Security Instruments if one or more notes are executed by Borrower and recorded together with

21. Please, Upon payment of all sums secured by this Security instrument, Lender shall release this Security bond and reasonable attorney fees, and then to the sum secured by this Security instrument.

prior to the expiration of any period of reademption following liquidation, by agreement of the parties concerned to enter upon, make payment of and manage the Property and to collect the rents of the Property including those parts due. A written notice shall be given to the lessor whenever it shall be applied for payment of the costs

Leader 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 insurance.

existance of a default or any other defenese of Borrower to acceleration and foreclosure. If the default is not cured or before the date specified in the notice, Lender acts 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.

(c) a date, not less than [ ] days from the date the notice is given to Borrower, by which time debts due; (d) the failure to cure the default or before the date specified in the notice to Borrower, by which time debts due;

19. Acceleration, remedies, tender and notice. Prior notice to port operator prior to acceleration ionizing power is  
breach of any covenant or agreement in this Schedule but not prior to acceleration ionizing power.

SOURCE: INFORM CONSULTANTS. HIGHLIGHTS UNDERLINED; AND AGREED AS FOLLOWS

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UNIFORM COVENANTS between Borrower and Lender, by and agreement 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 of 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 incurred 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, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 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 Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have another member of his security instrumented at any time prior to the earlier of (a) 5 days (or such other period as applicable) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment entitling his Security instrument and the Note held by acceleration; (c) during his remonstrance, or (d) after sale of the Property pursuant to any power of sale contained in this Security Instrument, or (e) entry of a judgment entitling his Security instrument had accelerated. However, this section shall not apply in those cases where acceleration shall effective as if it had occurred, and the obligations secured thereby shall remain fully effective until payment in full is made.

If Leender exercises this option, Leender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days during which Borrower may cure the default. If Leender fails to receive payment or other performance by Borrower within such period, Leender may sue for the amount due.

16. Borrower's Copy: Borrower shall be given one conforming 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, the Note and this Security Instrument shall be exercisable by the transferee.

13. **Securing the Note**: Security instruments shall be forwarded to the event date and prior to the commencement of the Note.

11. Successors and Assessors and Assigees and Several Liabilities; Co-Signers. The co-venturers and agreements of this instrument shall bind and benefit third successors and assignees of Lender and Borrower, subject to the provisions of paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 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10. **Borrower Not Released** By Lender. Lender's extension of the time for payment of principal or interest or any other amount due under this Note shall not release Borrower from its obligations hereunder.

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 the same is paid to Borrower, to the extent of the amount so received by Borrower and lender upon the taking of the property multiplied by the ratio of the total amount of the sums secured by this security instrument to the total amount of the property multiplied by the ratio of the total amount of the sums secured by this security instrument to the total amount of the property.

9. Commencement: The proceeds of any award in damages, interest or otherwise, in consequence of non-delivery, shall be paid to Lender.

11. Leader received mortgage insurance as a condition of making the loan secured by this security instrument.

12. Leader received mortgage insurance as a condition of making the insurance premium required to maintain the insurance coverage in effect until such time as a premium payment is made.

13. Leader received mortgage insurance as a condition of making the loan secured by this security instrument.

14. Leader received mortgage insurance as a condition of making the loan secured by this security instrument.

15. Leader received mortgage insurance as a condition of making the loan secured by this security instrument.

16. Leader received mortgage insurance as a condition of making the loan secured by this security instrument.

17. Leader received mortgage insurance as a condition of making the loan secured by this security instrument.

18. Leader received mortgage insurance as a condition of making the loan secured by this security instrument.

19. Leader received mortgage insurance as a condition of making the loan secured by this security instrument.