

UNOFFICIAL COPY

90585902 DEPT-01 RECORDING

\$19.00

T#8888 TRAN. 9250 12/03/90 12.25.00
#8835 # 11 -- 90-585902
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 22
1990 The mortgage is given by Max L. Whitman and Sandra B. Whitman, husband and wife
 ("Borrower"). This Security Instrument is given to
BARCLIS BANK OF WINNETKA, N.A. which is organized and existing
 under the laws of UNITED STATES OF AMERICA and whose address is
520 GREEN BROOK ROAD, WINNETKA, IL 60093 ("Lender").
 Borrower owes Lender the principal sum of Three Hundred Five Thousand and 00/100
Dollar (U.S. \$ 305,000.00) 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 October 25, 1992. 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 County, Illinois:

THE SOUTH 123.40 FEET OF THE NORTH 295.40 FEET OF LOT 1 IN J.S. HOWLANDS WINNETKA
 SUBDIVISION IN SECTIONS 25 AND 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD
 PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1919 AS DOCUMENT
 #28237 IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO: 04-25-100-056

Cook County Clerk's Office

15/90

which has the address of 2125 Sunset Ridge Road Glenview
60025 Illinois ("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
 state variations to constitute a uniform security instrument covering real property.

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UNIFORM COVENANTS. Borrower and Lender agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day of each month the sums due under the Note, until the Note is paid in full, a sum ("Funds") equal to the sum of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums. (Any of 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 a separate account or accounts of which are insured or guaranteed by a federal or state agency (including Lender or Lender if such an institution). Lender shall apply the Funds to pay the escrow items; Lender may charge for holding and applying the Funds, actualizing 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 on earnings on the Funds. Lender shall give a 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 date 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 paid 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 after the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application in payment 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 on Property. 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 to whom payment is due. 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 debt secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or the payment of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien on the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender relating 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 the notice.

5. Hazard Insurance. Borrower shall keep the improvement, now existing or hereafter erected on the Property insured against fire and other hazards which are covered by the term "extended coverage" and any other hazards for which Lender requires insurance. Insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier to be used for the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All in any 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 payments and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make payment of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

UNOFFICIAL COPY 90555903

Illinois Department of Revenue

Certificate of Release of Tax Lien

Under the Retailers' Occupation Tax Act; Use Tax Act; Municipal Retailers' Occupation Tax Act; County Retailers' Occupation Tax Act; Service Occupation Tax Act; Service Use Tax Act; Municipal Service Occupation Tax Act; Illinois Income Tax Act; Regional Transportation Authority Ordinance.

IMPORTANT - PLEASE READ !!!
It is the taxpayer's RESPONSIBILITY to have this Certificate of RELEASE OF TAX LIEN recorded in the Proper Office (*) identified below. FAILURE TO RECORD this Release will cause a cloud to remain on the Title of your PROPERTY.

INCOME TAX (ID#) 329-42-4356
ROT TAX (ID#)
EXCISE TAX (ID#)
Other (ID#)

Date DECEMBER 5, 1988
Period ending: 12/88

IN ACCORDANCE with the applicable Provisions of the Illinois Revised Statutes in such case made and provided, the Department of Revenue of the State of Illinois hereby issues this

CERTIFICATE of FULL RELEASE

of the lien herebefore recorded in favor of said Department against the real and personal property of

KATHLEEN M GIBSON
4154 N DRAKE
CHICAGO IL 60618

DEPT-02 FILING \$12.00
T91111 TRAN 1975 12/03/90 11:12:00
43152-A *-90-585903
COOK COUNTY RECORDER

said lien bears in the amount of \$1,202.22 plus interest which has accrued since such Notice of Lien was filed and

notice thereof having been filed in the office of (Registrar of Titles) the County of COOK (Recorder of Deeds)

State of Illinois on AUGUST 07, 1988 and being Document No. 88356761 of said (Registrar of Titles) (Recorder of Deeds)

and indexed in Book No. of the State Tax Lien Index of said (Registrar of Titles) on page (Recorder of Deeds)

SAID LIEN is hereby released in the amount of \$1,202.22 and against the real and personal property of the above named person or persons described as follows:

This instrument was prepared and signed by:

[Signature]

Supervisor, Lien Unit, Illinois Department of Revenue, Springfield, Illinois

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE LIEN WAS FILED

IN COOK COUNTY *COUNTY SEAT CHICAGO

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[Handwritten initials]

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Property of Cook County Clerk's Office

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