THIS INSTRUMENT WAS PREFARE

First Illinois Bank of Evanston, N.A. 800 Davis Street Evanston, Illinois 60204

90055247

MORTGAGE

7	800 Davis Street	OOK COUNTY, ILLINOIS	· · · · ·
2	Evanston, Illinois 60204	1990 FEB -1 PN 3-27	900552
2 /1		90055247	
12-42-302	{Space Abo	re This Line For Recording Data)	\$17.
Ž	.М	ORTGAGE	-
The Chart	First illinois Bank of Evanston ander the laws of The United States Street, Evan ton, Illinois 60200 prover owes Lender? e rincipal sum of ***********************************	if ty-Three Thousand and no/100 (I.S. \$**53,000,00****). This debt is evidence"), which provides for monthly payments 31, 1991 (idenced by the Note, with interest, and all interest, advanced under paragraph 7 to prower's covenants and agreements under this ortgage, grant and convey to Lender the folio	######################################
		Couping	•
	ENT REAL ESTATE TAX IDENT	IFICATION NO. 19 - 24 - 200	

ENT REAL ESTATE TAX IDENTIFICATION NO. _

which h	as the address of	Dempster	Street	Evanston
wanen n		(Street)		(City)
Illinois	60202 (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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requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from 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.

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

7. Protection of Lender's Rights in the Property; Mortgage Insurance.

1. Protection of Lender's Rights in the Property; Mortgage Insurance.

1. Borrower fails to perform the covernants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect.

change the Property, allow the Property to deterrorate or committy wasters fee title to the Property, the legschold and Borrower acquires fee title to the Property, the legschold and borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the legschold and 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,

fustrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of he payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal 281 not extend or

when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The M-dry period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the priversity to repair or restore applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. It Borrower abandons the Property, or does not answer within 30 days a notice from Lender the. The insurance carrier has 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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

all receipts of paid premiums and renewal notices. In the event of loss, Borrower in it give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrov er Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "extented coverage" and any other hazards for which Lender requires. The requires insurance. This insurance shall be maintained in the arto into and for the periods that Lender requires. The 5. Hazard Insurance. Borrower shall keep the imp. overn at a now existing or hereafter erected on the Property

of the giving of notice.

facts 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 facts and proceedings which in the Lender's opinion operate to a secure from the holder of the lien are agreement satisfactory to Lender abbordinating the lien in this Security Instrument. It 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 time 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 positive of positive. receipts evidencing the payments.

Borrower shall promptly discharge any lies, which has priority over this Security Instrument unless Borrower: (a) Borrower shall promptly discharge any lies, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation setured by the lien in a manner acceptable to Lender; (b) contests in good

to be paid under this paragraph. If Borrowe, makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligation, in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the person of payment. Borrower shall promptly furnish to Lender all notices of amounts 4. Chargest Liens. Dorriwer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain prior y ever this Security Instrument, and leasehold payments or ground rents, if any.

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

upplication as a create against the sums secured by this Secutity Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragesphication of Payments to late charges due under the Note; second, to prepayment charges due under the paragesphis t and Lahabac applicable in the later the second, to prepayment charges due under the paragesphis t and Lahabac applicable in the later than the lat

any Funds held to Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prost 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 premptly refund to Borrower

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

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any 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 it the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

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 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 itemis.

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 ("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 business of current data and resonable setimate of fents are called "escrow items." Lender may estimate the Funds due on the

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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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 of sattle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is actiorized 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 Lende, ai d 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 Pelcased; Forbearance By Lender Not a Walver. 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 upe ate 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 among action 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 ever lise 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 bene it 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) i cr-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the erris of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and ic sprees 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 aris 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 coduces 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 expi ation 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 Incomment and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the stups ar ecified 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 I onder shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to E prower. 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 Instrume to r 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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Public in and for said county and state,	YISON S A NOGLY	l' '''tye nudexajdued
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18 Demons	Splonwei T 11et	
	executed this Mortgage.	IN WITNESS WHEREOF, Bon ower has
ciaer.	Planned Unit Development	Graduated Payr lent Rider Other(s) [specify]
X 2-4 Family Rider	Condominium Rider	Adjustable Kider
the rider(s) were a part of this Security	greements of each such rider shall	A3. Riders to this Security Instrument this Security (n°, rayment, the covenants and a succements to polyment the covenants and agreements (Check arplicable box(es))
		Instrument without charge to Borrower. Borrower w
ument, Lender shall release this Security	ms secured by this Security Instr	
ge the Property and to collect the rents of iver shall be applied first to payment of the primited to, receiver's fees, premiums on	eration under paragraph 19 or aba imption following judicial sale. Le upon, take possession of and mana nts collected by Lender or the rece flection of rents, including, but no	20. Lender in Possession. Upon acceloning the expiration of any period of redespointed receiver) shall be entitled to enter the Property including those past due. Any recousts of management of the Property and co-
vower, by which the default must be cured; tice may result in acceleration of the sums le of the Property. The notice shall further nert in the foreclosure proceeding the non-reciosure. If the default is not cured on or inte payment in full of all sums secured by take payment in full of all sums secured by curity Instrument by judicial proceeding.	in the date the notice is given to both of the no before the date specified in the no seure by judicial proceeding and sac seure by judicial proceeding and substitution and the right to acceleration and to be the process of the option may require immed as at its option may require immed and analy foreclose this Seins and analy foreclose this Seins and analy foreclose this series.	default; (c) a date, not less than 30 days from and (d) that failure to cure the default on or secured by this Security Instrument, foreclosinform Borrower of the right to reinstate afterse or existence of a default or any other defense or before the date specified in the notice, Lende this Security Instrument without further defined sender shall be entitled to collect all expense Lender shall be entitled to collect all expense but not limited to, reasonable attorneys' fees in but not limited to, reasonable attorneys' fees in but not limited to, reasonable attorneys' fees in the tot limited to, reasonable attorneys' fees in the context and the context in the context and
rior to acceleration following Borrower's to acceleration under paragraphs 53 and 17 second from the action required to cure the stault; (b) the action required to cure the	estail give notice to Borrower p Security Instrument (but not prior The notice shall specify: (a) the d	breach of any covenant or agreement in this sunless applicable law provides otherwise).

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Exhibit "A".

LOT 4 (EXCEPT THE PART DEDICATED FOR STREET) IN BLOCK 1 IN GOLEE'S RESUBLIVISION OF BLOCKS 4, 5 AND 8 IN CHASE AND PITNER'S ADDITION TO EVANSTON, REING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 24 AND THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT THE NORTH 71 1/2 FEET THEREOF) IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, 1N COOK COUNTY, ILLINOIS.

41 NORTH, RAN COUNTY, ILLIN	92 13 EAST OF THE THIRD PRIN	NCIPAL MERIDIAN,	IN COOK
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Consideration and the second s	7		4
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which has the address of	1814 Dempster Street		Evanston
Illinois	(Street)("Property Address");	で	(City)

PERMANENT REAL ESTATE TAX IDENTIFICATION NO. 10-24-200-004-0000

UNOF FAMILY ARIDER OPY Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 31st day of January .19 90, 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 (the "Lender")

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

1814 Dempster Street, Evanston, Illinois 60202
[Property Address]

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDY ATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASTS. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower enconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for addition it security only.

If Lender gives notice of breach to Borrower: (i) all rentr received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the grant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would

prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW,	Borrower acce	pts and agre	ees to the	terms and	provisions	contained in th	il: I-4 Family	Rider.
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