

UNOFFICIAL COPY

30087906

when recorded mail to:

First All. Mort.
1440 Renaissance
Park Ridge, IL
60068

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 16, 1972. The mortgagor is Wesley A. Estabrook and Beverly N. Estabrook, his wife ("Borrower"). This Security Instrument is given to First National Bank of Evanston, N.A., which is organized and existing under the laws of the United States, 800 Davis Street, Evanston, IL 60204 ("Lender"). Borrower owes Lender the principal sum of Seventy Five Thousand And 00/100 Dollars (U.S. \$75,000.00**). 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 May 1, 1997. 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:

Lot 4 in Lindstrom and Skoglund's Subdivision being a subdivision of lots 1 and 2 in block 2 in Lake Shore Addition to Wilmette of the Southeasterly 160 Acres of the North Section of Quilmette Reservation in Township 42-North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN:05-35-201-001

30087326

which has the address of 400 Shiek Khan Road, Wilmette, (Street) (City)
Illinois 60091 ("Property Address"); (Zip Code)

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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FIRST LILLIADS HOTELAGE CORPORATION
1440 NEWBRAECKE DRIVE
PARK RIDGE, ILLINOIS 60068-1356
(312) 390-5800

(Space below this line reserved for Lender and Recorder)

"OFFICIAL SEAL"
DOLORES ROTH
Merry Public, State of Illinois
by Commision Ex-131/89

My Commission expires:

Act 10018.

signed and delivered to the said instrument as free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instruments, appeared before me this day in person, and acknowledged that he / she

* personally known to me (to be the same person(s) whose name(s) .

do hereby certify that

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STATE OF ILLINOIS
DEPARTMENT OF REVENUE
COUNTY TAXES

ANSWER: NO, I DON'T WANT TO GO ON WITH THIS.

.....
.....

—BOSTONIAN.—
Wesley A. Betts Book

ان

IN WITNESS WHEREOF, Botswana, has executed this this Message.

Other(s) (Specify) _____

Aggregation Rule **Aggregation Rule** **Aggregation Rule** **Aggregation Rule**

[Part B] Please indicate which box(es) [Check up to three boxes] were a part of this study.

23. **Security** In addition to main security requirements, it is one of more priorities that are executed by each user under his/her account.

²² *Widely without reference to the former, many early records contain such entries.*

REAGISWER 21: Sources and methods of information gathered by this Security Service include this Security Service's internal records.

Period to the expiration of any period of redemption following judgment, by either or by judgmental sale, Letter of (in person).

but most limited to, reasonable extremes, fees and costs of little relevance.

This document is a draft and may undergo further refinement by the Security Committee before final publication.

example of a default of any other deficiency of Borrower to effectuation and forceclosure, if the default is not cured on or before the date specified in the notice to terminate the lease, the lessor may exercise his right to terminate the lease and recover possession of the premises.

several (30+) years. Security instruments, for instance, have little or no value if they are not used.

However, the results of the present study indicate that the effect of the different types of exercise on the heart rate recovery is not as large as that of the exercise intensity.

19. Accessibilities: Formulate a policy to decentralise following the model of the

...and the following day, I will be back to the same place, but with a different perspective.

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UNIFORM COVENANTS. Borrower and Lender covenant and 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 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 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 secured 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 amount 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 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.

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16. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument to the earlier of (a) 5 days (or such other period as applicable law may specify) after payment in full of all amounts due hereunder or (b) entry of a judgment in favor of Lender for reinstatement of this Security Instrument before sale of the property pursuant to any power of sale contained in this instrument or any statute. If Borrower fails to pay any amount due hereunder, Lender may exercise any rights available under applicable law.

"[Lender] may invoke any remedies permitted by this Section to further notice of demand on Borrower."

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property of the Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) to any person(s) 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 exercisable by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument shall be deemed part of the Note and of the Note and of the Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the property is located. In the event that any provision of this Security Instrument or the Note conflicts with the applicable law, such conflict shall not affect other provisions of this Note. Note consideration in which the property is located, in the event that any provision of this Security Instrument or the Note conflicts with the applicable law, such conflict shall not affect other provisions of this Note.

14. **Notices.** Any notice to a party shall be given by delivery in person or by mailing to its principal place of business at the address specified in the instrument or by facsimile transmission to the facsimile number specified in the instrument. Any notice given by facsimile transmission shall be deemed to have been given to the party to whom it was sent when received by the party to whom it was sent. Any notice given by electronic mail shall be deemed to have been given to the party to whom it was sent when received by the party to whom it was sent.

13. Legislation After certifying Lenders' Rights. If application of applicable laws thus title effect of rendering any provision of Note or this Security Instrument ineffective due to any provision of paragraph 17.

11. **Successors and Assignees**: This section outlines the successions and assignments of joint and several liability; co-signers, the cover-ups and agreements of parties involved in the instrument shall bind them and severability; and the rights and obligations of beneficiaries under the instrument.

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to participation 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. To, Borrower shall be entitled to receive payment of the sums secured by this Security Instrument until payment in full of all amounts due under this Agreement. Payment of the amounts due under this Agreement shall be made in accordance with the following schedule:

In the event of a claim, the Borrower will immediately notify the Lender of its existence and the nature of the claim, and will cooperate with the Lender to make such arrangements as may be necessary to defend the Lender against the claim.

In the event of a certain taking of a portion of the Property, the proceeds shall be applied to the extent secured by title Security in the amount of the property so taken. In the event of a portion of the Property, the proceeds shall be applied to the extent secured by title Security in the amount of the property so taken.

any condensation of officer lacking of any part of the Property, or for conveyance in lieu of condemnation with
any condemned and shall be paid to Lender.

in substance terminate in accordance with Borrower's and Lender's written agreements or applicable law.