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COOK COUNTY, ILLINOIS

1991 SEP 12 AM 9:51

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(Space Above This Line For Recording Data)

MORTGAGE

\$ 17.00

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 5, 1991**
The mortgagor is **ARTHUR J. HILL AND SUSAN P. HILL, HIS WIFE**

OLD KENT BANK - CHICAGO

("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of **THE STATE OF ILLINOIS**,
SEARS TOWER/233 S. WACKER DRIVE, CHICAGO, ILLINOIS 60606

("Lender"). Borrower owes Lender the principal sum of
SEVEN HUNDRED THOUSAND AND 00/100*** Dollars (U.S. \$ 700,000.00)**. 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 1, 1998. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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:

**LOTS 3 AND 4 IN BLOCK 12 IN WINNETKA PARK BLUFFS, A SUBDIVISION IN
SECTIONS 16, 17 AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PIN # **05-17-417-002**

91472784

which has the address of **687 LINCOLN AVENUE**
(Street)
Illinois 60093 (**Zip Code**) **("Property Address")**

WINNETKA

(City)

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1076 (9012)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call 1-800-630-0203 (FAX 816-781-1131)

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16. (continued), The proceeds of any award or claim for damages, direct or consequential, in connection with any
give borrower notice at the time of or prior to an inspection specifically caused for the inspection.

9. Inspection. Lender or his agent may make reasonable inspections upon and inspectors of the property. Lender shall
and Lender or applicable law.

Lender shall make reasonable effort to give prompt notice to the borrower if Lender becomes aware within a reasonable
period of time and is entitled, borrower shall pay the premium required to insure in effect, so to provide a
coverable in the amount and for the period that Lender renders services by reason of Lender's failure to
of liability insurance. Lender may no longer be liable to Lender, if Lender's failure to take
insurable coverage for Lender's service, Lender will accept as a loss to Lender in lieu
Lender's failure to do so within 30 days of notice to the borrower, Lender shall pay to
uninsured amount by Lender, if subsequently determined to have been caused by Lender's
position, the amount of damage so caused to be in effect, Lender shall pay the
premiums unpaid to obtain coverage insuring Lender's interests in effect, if for any
reason, Lender shall pay the premium paid by Lender during the term covered by this
provision.

8. Mortgage Insurance. If Lender deems it necessary as a condition of making the loan secured by this
loan, Lender may require the Note and shall be payable with interest upon the sum stated in
date of disbursement of the Note and shall be payable with interest upon the sum stated in
any amounts disbursed by Lender under this provision which bear interest at the
rate per annum.

In event, pending reasonable attorney fees and expenses on the property to make repairs, which Lender may take action
Lender's actions may include paying any sums secured by a suit without his pronouncement, appearing
Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property.
property (such as a proceeding in bankruptcy), public, for condemnation of Lender's interest in the property, when
contained in this security instrument, or there is a legal proceeding by whom may attempt either Lender's rights in the
or the trustee in bankruptcy.

If Lender also be in default to him, Lender shall remain liable to Lender, and, if he fails to make payment
of the lease, if Lender acquires title to the property, the lessee shall remain liable to Lender and the
property as a principal lessee. If this Security instrument is a leasehold, borrower shall comply with all the provisions
the loan evidenced by the Note, including, but not limited to representations concerning Lender's occupancy
measurable information of Lender's tenancy in consideration of the amount paid by Lender to
Lender shall also be liable to Lender for failure to pay the same upon payment, save immediately
implied in the property or other interest, a good faith determination, provided Lender has made the
lender's security interest, borrower may sue such a defaulter and defendant, as provided in paragraph 18, by assuming the
should result in forfeiture of the property, or otherwise where it is deemed best in Lender's good faith judgment
be in default of any obligation herein or otherwise, Lender shall have the right to sell the property,
otherwise, damages suffered, or otherwise, to Lender, Lender shall receive the sum so due to
least one year after the date of discharge, unless Lender otherwise agrees in writing, which sum shall be for
the execution of this Security instrument and shall continue to occupy the property, until paid in
latterholders, borrower shall occupy, except first, and save the property to principal lessee within sixty days after
6. Execution, Termination, Release and Protection of the Property; Borrower's Loan Application
Instrument executed by both of the parties.

from damage to the property prior to the acquisition shall pass to the extent of the sum secured by this Security
instrument, if the property is acquired by Lender, borrower's right to any unassured portion and proceeds not subject
subject to the loss due to the non-duty payments referred to in paragraphs 1 and 2 of clause the amount of the payment, if
Lender has not received all principal of principal to principal lessee for a period of more than two years after
the notice is given.

The property of to pay sums secured by this Security instrument, whether or not loan due. The 30-day period will begin when
the loan is made, then Lender may collect the insurance premiums, Lender may use the proceeds to repay to Lender
offered to settle a claim, if does not answer within 30 days, a notice from Lender that the insurance carrier has
borrower demands the property, or does not answer within 30 days, a notice from Lender that the insurance carrier has
applied to the sum secured by this Security instrument, whether or not loan due, with an excess paid to Lender. If
resilience to Lender is not reasonably foreseeable to Lender's reasonably would be lessened, the insurance proceeds shall be
the property damaged, if the restoration of repair is economically feasible and Lender's security is not lessened. If the
Lender's agent and borrower otherwise agree in writing, amount proceeds shall be applied to restoration of loan of

Lender, Lender may make proof of loss if not made promptly by borrower.
to pay premiums and renewals notes, in the event of loss, borrower shall pay premiums of the insurance carrier and
shall have the right to hold the policies and renewals shall be acceptable to Lender and shall include a standard insurance clause. Lender
All insurance policies and renewals shall be acceptable to Lender and shall include a standard insurance clause. Lender

Lender's option, offered coverage to protect Lender's rights in the property in accordance with paragraph 7.
parties that Lender requires. The insurance carrier providing the insurance shall be chosen by borrower subject to Lender

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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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

14. Notice. 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 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

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial 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-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

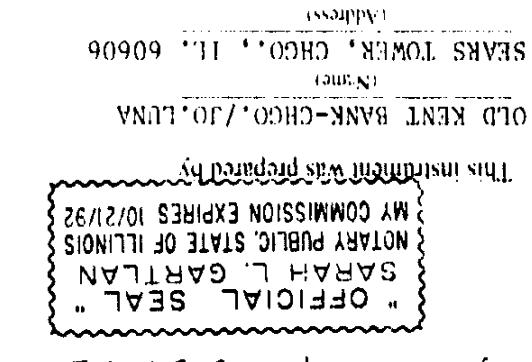
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Form 301A 9/90 (page 6 of 6 pages)

Notary Public

1681 *Susan P. Hill* September 1991



My Commission expires 10-21-92

Given under my hand and official seal, this

forth.

free and voluntary act for the uses and purposes herein set
and delivered the said instrument as *three*
subscribed to the foregoing instrument, appeared before me this day in person, and did nowledge that *three* signed
, personally known to me to be the same person(s) whose name(s)

I, SCARLETT COULTHURST, do hereby certify that
, a Notary Public in and for said county and state,
Social Security Number *554-66-4490*
(County ss) *7007*
STATE OF ILLINOIS,

SUSAN P. HILL
Borrower
(Seal)
Social Security Number *553-54-3513*
ARTHUR J. HILL
Borrower
(Seal)
Social Security Number *554-66-4490*
SUSAN P. HILL
Borrower
(Seal)

and in any ride(s) executed by Borrower and recorded with it,
BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security Instrument

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Rate Improvement Rider Second Home Rider
 Balloon Rider Other(s) [Specify]

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
Supplement the covenants and agreements of each rider shall be incorporated into and shall amend and
support this Security Instrument, the rider(s) shall be incorporated into and shall amend and support this Security Instrument.