

# UNOFFICIAL COPY

91192121

91192121  
91192121

FIRST AMERICAN TITLE

LOAN NO. 0754085

## MORTGAGE

THIS MORTGAGE Security instrument is given on SEPTEMBER 16 1991  
The mortgagor is ALAN C. BROWN and MARY T. BROWN, MARRIED TO EACH OTHER

This Security instrument is given to "Borrower"  
WINDSOR MORTGAGE INC., ITS SUCCESSORS AND/OR ITS ASSIGNS  
which is organized and existing under the laws of the State of Illinois and whose  
address is 999 WAUKEGAN ROAD  
GLENVIEW, IL. 60025 "Lender"

Borrower owes Lender the principal sum of  
ONE HUNDRED NINETY ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars  
U.S. \$ 191,250.00

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, 2021  
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:

LOT 8 (EXCEPT THE EAST 41-2/3 FEET AND EXCEPT THE SOUTH 60 FEET) AND  
LOT 9 (EXCEPT SOUTH 60 FEET) IN N. E. PETERSON'S SUBDIVISION OF BLOCK  
20 SITUATED IN THE VILLAGE OF WILMETTE, IN COOK COUNTY, ILLINOIS.

PIN: 05-34-208-001

which has the address of 933 CENTRAL AVE., WILLMETTE  
Illinois 60091 ("Property Address") City

2d Case

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures  
now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.  
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  
and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants  
defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

UNOFFICIAL COPY

91492121

DEPT-01 RECORDINGS 117.29  
T#1111 TRAM 4477 09/23/91 13:43:00  
#0266 #A \*91-492421  
COOK COUNTY RECORDER

See Above The Line For Recording Date

LOAN NO. 0754085

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 16, 1991

The mortgagor is ALAN C. BROWN and MARY T. BROWN, MARRIED TO EACH OTHER

("Borrower").

This Security Instrument is given to

WINDSOR MORTGAGE INC., ITS SUCCESSORS AND/OR ITS ASSIGNS

which is organized and existing under the laws of the State of Illinois

address is 999 HAUKEGAN ROAD

GLENVIEW, IL. 60025

("Lender").

Borrower owes Lender the principal sum of

ONE HUNDRED NINETY ONE THOUSAND TWO HUNDRED FIFTY AND NO/100----- Dollars

(U.S. \$ 191,250.00)

The 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, 2021. 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:

LOT 8 (EXCEPT THE EAST 41-2/3 FEET AND EXCEPT THE SOUTH 50 FEET) AND LOT 9 (EXCEPT SOUTH 60 FEET) IN N. E. PETERSON'S SUBDIVISION OF BLOCK 20 SITUATED IN THE VILLAGE OF WILMETTE, IN COOK COUNTY, ILLINOIS.

PLR: 05-34-208-001

which has the address of 933 CENTRAL AVE.,

WILMETTE

(Street)

(City)

Illinois 60091

("Property Address");

(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

Handwritten signature/initials

Vertical text on the left margin: 08080 MAIL, FIRST ASSIGNMENT TITLE C 43080 MAIL

Handwritten number 2 of 2





18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the term of the Property Instrument. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the term of the Property Instrument. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the term of the Property 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.

16. Borrower's Copy. Borrower shall be given one corrected copy of the Note and of this Security Instrument without the conflicting provisions. This and the provisions of this Security Instrument and the Note are declared to be severable and without the conflicting provisions. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be given effect.

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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be given effect without the conflicting provisions. This and the provisions of this Security Instrument and the Note are declared to be severable.

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 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.

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 of over a certain amount shall be collected in connection with the loan exceeds the permitted limit, 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 exceed 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.

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 11. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, as is co-signing the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, shall be personally obligated to pay the sums secured by this Security Instrument; and Lender and any other Borrower may agree to extend, modify, correct or make any accommodations and regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Borrower Not Released; Forfeiture by Lender Not a Waiver. Extension of the time for payment or modification or 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 on account of any default made by the original Borrower or Borrower's successors in interest. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. The due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, the application of proceeds to principal shall not extend or postpone this Security Instrument, whether or not then due.

9. The property is assigned to Borrower. If the property is assigned to Borrower, the assignor offers to make an award or settle a claim for damages, Borrower shall be deemed to have accepted the award within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds of the award to restoration or repair of the property or to the sums secured by this Security Instrument.

8. Any advance made by Lender to Borrower shall be applied to the sums secured by this Security Instrument in the order of priority set forth in the instrument. The proceeds shall be applied to the sums secured by this Security Instrument in the order of priority set forth in the instrument. The proceeds shall be applied to the sums secured by this Security Instrument in the order of priority set forth in the instrument. The proceeds shall be applied to the sums secured by this Security Instrument in the order of priority set forth in the instrument.

7. Any advance made by Lender to Borrower shall be applied to the sums secured by this Security Instrument in the order of priority set forth in the instrument. The proceeds shall be applied to the sums secured by this Security Instrument in the order of priority set forth in the instrument. The proceeds shall be applied to the sums secured by this Security Instrument in the order of priority set forth in the instrument.

123456789

Property of

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 recording costs.

21. Acceleration Remedies. Lender shall give notice to Borrower 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.

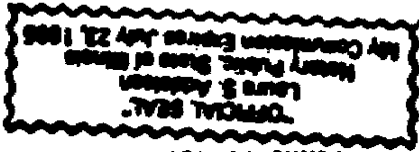
NON-UNIFORM COVENANTS. Borrower and Lender hereby covenant and agree as follows:  
20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. Borrower shall not allow anyone else to do anything affecting 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 notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency 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 regulation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial steps 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: asbestos, asbestos fibers, radon, radon decay products, toxic pesticides and herbicides, volatile organic chemicals, 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.

19. Sale of Note; Change of Loan Servicer. The Note and this Security Instrument may be sold one or more times without 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 in the Loan Servicer obligated to a sale of the Note. There is a change of the Loan Servicer if 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.  
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 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 notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency 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 regulation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial steps in accordance with Environmental Law.  
As used in this paragraph 19, "hazardous substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, asbestos fibers, radon, radon decay products, toxic pesticides and herbicides, volatile organic chemicals, and radioactive materials. As used in this paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

# UNOFFICIAL COPY

Form 3014 9/90  
ST 2014 1 9

ILLINOIS - Single Family - Fannie Mae/ Freddie Mac Uniform Instrument  
Page 6 of 6



NOTARY PUBLIC

*Laura S. Addison*



My Commission expires:  
WINDSOR MORTGAGE INC.  
999 WATKINSON ROAD,  
GLENVIEW, IL 60025

WHEN RECORDED, PLEASE RETURN TO:

Given under my hand and official seal, this 16th day of SEPTEMBER 19 91

signed and delivered the said instrument as their true and voluntary act for the uses and purposes therein set forth.

submitted to the foregoing instrument, appeared before me this day in person, and acknowledged that they

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

to hereby certify that ALAN C. BROWN AND MARY T. BROWN, MARRIED TO EACH OTHER

County SS: Cook

STATE OF ILLINOIS

*Laura S. Addison*

123456789

Witnesses:

*[Signature]*

*[Signature]*

ALAN C. BROWN Social Security Number 317-48-8738

*[Signature]*

MARY T. BROWN Social Security Number 255-88-7449

*[Signature]*

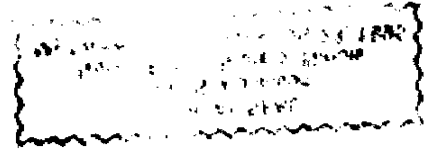
Seal) Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Graduated Payments Rider
- Balloon Rider
- Others (Specify)
- Prepayment Rider
- Second Home Rider
- Payment Deferral Rider
- Biweekly Payment Rider
- Family Rider

24. Riders to this Security Instrument. Some of these riders are executed by Borrower and recorded together with this Security Instrument. The covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument. (Check appropriate covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.) (Check appropriate covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.) (Check appropriate covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.)

UNOFFICIAL COPY



Property of Cook County Clerk's Office