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To include 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 improvements 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 certifies 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 the 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 contains certain non-conforming and non-uniform covenants with former variations by jurisdiction to constitute a uniform instrument in the state of Illinois.

USE THE FOLLOWING: Borrower and Lender agree to the following:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prepay or tender the principal and interest on the debt evidenced by the Note and all prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law, if the amount due under the Note, Borrower shall pay to Lender on the due monthly payments are due under the Note and the Note shall contain the words "Funds" for yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property, the yearly household payment of ground rents on the Property, the yearly payment of property insurance premiums, the yearly flood insurance premiums, or any other yearly obligations, and, if applicable, shall pay to Lender on the due dates of the provisions of paragraph 2 of this Security Instrument the amounts of such obligations. These items are called "Escrow Items." Lender may at any time, or from time to time, make a demand on Borrower for an amount a lender may reasonably estimate to be required to pay such obligations. Borrower shall pay to Lender the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time (21 U.S.C. 2601 et seq.) "RESPA" unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds for an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of property taxes, interest, and other items which may be due under the Note.

The Funds shall be held in a separate escrow account established by a title insurance commitment, or a trust, including Lender or Lender's suit and attorney-in-fact, or a trust, or a custodian. If Lender holds the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and disbursing the Funds, and, in analyzing the escrow account, including the Escrow Items, and disbursement of such Funds, Lender and applicable law permits Lender to make such charges. However, Lender shall not charge Borrower for any such charges if an independent real estate tax reporting service used by Lender is, in compliance with applicable law, not otherwise. 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. Borrower and Lender may agree to open a separate trust account for the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, including debit and credits to the Funds and the purpose for which each debit to the Funds was made. If Lender is not a title insurance commitment, Lender shall, for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, or Lender's discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender under paragraph 2 of this Security Instrument. If the Funds held by Lender are not sufficient to pay the obligations in case of the Property, shall apply any Funds held by Lender at the time of acquisition of the Property 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 any prepayment charges due under the Note, second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due, and, last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, and other items which are or may be or become payable to the Property which may attach priority over this Security Instrument, and, as the case may be, other taxes, if any. Borrower shall pay these obligations in the manner provided in paragraph 2 or in the alternative manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender, if a check is 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 agrees in writing to the payment of the obligation secured by the Security Instrument. If Lender contests in good faith the lien by or demands against enforcement of the lien, or a proceeding is started, the Lender in good faith shall operate to prevent the enforcement of the lien, or so 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 attach 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.

Form 3018 990

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BANKERS SYSTEMS, INC. ST. LOUIS, MO. 63102-0001

Form 3014 990

ILLINOIS—Sage Form 3014—Fannie Mae Freddie Mac UNIFORM INSTRUMENT

60093 ("Property Address")

345 BIRCH STREET MINNETKA

P.T.N. 05-20-401-004-0000 VOL. 101

LOT 3 IN TRUSTEE'S RESUBDIVISION OF LOTS 1, 2, 3 AND 4 IN BLOCK 2 IN DALE'S THIRD ADDITION TO MINNETKA A SUBDIVISION OF THE NORTH EAST 1/4 (EXCEPT THE NORTH EAST 1/4 THEREOF) OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

described property located in Cook County, Illinois. Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following security of this Security Instrument and (c) the performance of Borrower's covenants and agreements under this Security Instrument to Lender (a) the payment of all other sums with interest advanced under paragraph 7 to protect the modifications of the Note, (b) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and 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 DECEMBER 1, 2021. This Security Instrument is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments of \$770,000.00. Lender, Borrower gives Lender the principal sum of SEVEN HUNDRED SEVENTY THOUSAND AND NO/100th which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 520 GREEN BAY ROAD, MINNETKA, IL 60093

HARRIS BANK MINNETKA, N.A. This Security Instrument is given to JOHN L. WEST AND DIANNE D. WEST, HIS WIFE The mortgage is NOVEMBER 8, 1991

MORTGAGE

[Space Above This Line For Recording Data]

BOX 933 - TH

91620016 1991 NOV 28 2M 11:49 Acty Susan Nepote

Chicago, IL 60690 200 W. Monroe, 19th Floor

Mail To: Harris Trust and Savings Bank

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Handwritten signature/initials

Handwritten: 73-25-150 J

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of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (on the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 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 fair market value 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 condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender's offer of an award within the notice is given, Lender is authorized to collect or apply the proceeds of its award or claim for just compensation 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, an 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. If at any 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 do so at any time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any claim and made by the original Borrower or Borrower's successors in interest. Any action granted by Lender to exercise 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 in interest of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who assigns this Security Instrument but does not execute the Note is co-signing this Security Instrument and is jointly and severally obligated to pay the sums secured by this Security Instrument and to agree that Lender and any other Borrower may enforce or cause Lender to enforce or make any accommodations with regard to the terms of this Security Instrument without the consent of that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to any interest, its maximum loan charges, and that law is so interpreted so that the interest on the loan charges do not exceed the stated maximum loan charges, then, in any such loan charges shall be reduced by the amount of any payments to reduce the charge to the permitted limit, and by any sums advanced to that limit by Borrower or by any other party to the loan. The amounts will be returned 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. 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 otherwise. 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 general 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.

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Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** 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 mortgage insurance in effect. If for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Protection of Lender's Rights in the Property.** 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 forfeiture 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 attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not be liable in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment will result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the term of application process, gave materially false or inaccurate information or statements to Lender or failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representation concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

5. **Hazard or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 repair 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 21 the Property is acquired by Lender, Borrower's right to any insurance proceeds 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.

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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 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 notice, 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 claims, or is notified by any governmental or regulatory authority, that any removal or other remedial action 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 listed in section 101 of hazardous substances by Environmental Law and the following substances: gas, liquid, solid, or slurry, including 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 be bound by all conditions.

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

Form 3014 9/90

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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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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

x John L. West (Seal)
JOHN L. WEST -Borrower

Social Security Number 519-52-5522

x Dianne D. West (Seal)
DIANNE D. WEST -Borrower

Social Security Number 529-62-1006

[Space Below This Line For Acknowledgment]

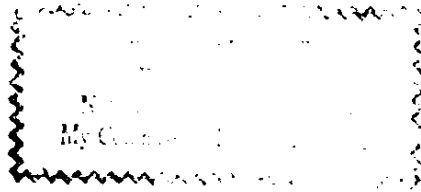
STATE OF ILLINOIS, COOK County ss:

I, BARBARA T. CUSTER
a Notary Public in and for said county and state, certify that JOHN L. WEST AND DIANNE D. WEST, HIS
WIFE
personally known to me to be the same person(s) whose name(s) ARE
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y
signed and delivered the instrument as THEIR free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and official seal, this 8th day of November 1991

My Commission expires:

x Barbara T. Custer
BARBARA T. CUSTER Notary Public



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