

UNOFFICIAL COPY

31679702

1991 DEC 27 PM 2:05

31679702

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 12, 1991. The mortgagor is G. Tracy Cross and Lois K. Cross, divorced and not Inc. ("Borrower"). This Security Instrument is given to NBD Northfield Bank, which is organized and existing under the laws of ILLINOIS, and whose address is 400 Central Ave., Northfield IL 60093. ("Lender"). Borrower owes Lender the principal sum of \$30,000.00 Dollars (U.S. \$30,000.00). 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 18, 1992. 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 hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois.

TAX ID #05-18-213-013-0000

LOT 13 IN BLOCK 23 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 1005 Greenwood Ave., Winnetka, IL 60093,
[Street] [City]
Illinois [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.

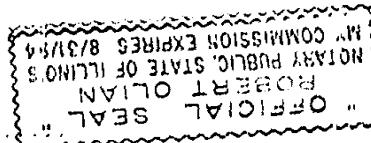
31679702

UNOFFICIAL COPY

EEE X081

© 2001, SAGE Publications

(Space Below This Line Reserved For Leader And Recorder)



8/31/94

Given under my hand and official seal, this 12th day of October, 1991.

I,, a Notary Public in and for said County and State,
do hereby certify that.....
Rodee T. Utter, Lois Cross and G Tracy Cross
..... personally known to me to be the same person(s) whose name(s)
..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that .. the ..
..... signed and delivered the said instrument as .. Their .. free and voluntary act, for the uses and purposes herein

STATE OF ILLINOIS, County ss;

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

By SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and in any addendum(s) executed by Borrower and recorded with it.

- 2-4 Family Rider
- Adjustable Rate Rider
- Conditional Premium Rider
- Graduated Premium Rider

Security arrangements and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable box(es)].

22. Whether or not Homesteaded, Borrower waives all right of homesteaded exemption in the Property.

21. Releasee, 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.

receivers' bonds and receivable allowances, fees, and then to the sums secured by such security instruments.

Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the
entire upon, take possession of and manage the property and to collect the rents of
the property received) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of

out that it limited to, reasonable attorney fees and costs of title insurance.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time

borrower to the expiration of any period of redemption following sale, Lender (in person, by agent or by judiciable

SecuritY Lender shall be entitled to collect all expenses incurred by Lender in pursuing the remedies provided in this paragraph 19, including, without limitation, reasonable attorney fees and costs.

Securitry instruments, recursive secure judgments, and a set of type properties. In one notice such instruments

(c) a notice sent to the defendant or before the date specified by the defendant must be served on or before the date specified in the notice given to the defendant of the summons and complaint.

149. Acceleration of Repayment. Lender shall give notice to Borrower prior to acceleration following Borrower's failure to make payment of any amount due under this Agreement.

UNOFFICIAL COPY

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 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.

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.

9/15/2022

UNOFFICIAL COPY

18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have application of this Security Instrument suspended at any time prior to the earlier of: (a) 5 days (or such other period as agreed upon by the parties) for reclamation; or (b) entry of a judgment before sale of the Property pursuant to any power of appointment or (c) entry of a judgment before sale of this Security Instrument if the Property is not located in the state where the instrument was recorded. Borrower shall have the right to have application of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as agreed upon by the parties) for reclamation; or (b) entry of a judgment before sale of the Property pursuant to any power of appointment or (c) entry of a judgment before sale of this Security Instrument if the Property is not located in the state where the instrument was recorded.

If Lender exercises this option, the notice shall give Borrower five days from the date the notice is delivered to pay all sums secured by or under this instrument. If Borrower fails to pay these amounts prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower.

13. Governing Law; Severability. This Security Instrument shall be governed by California 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 or the Note and the parties shall negotiate in good faith to amend such provision to conform to such law.

14. Notices. Any notice to Borrower provided for in this Security Agreement shall be given by mailing it by first class mail unless otherwise agreed. The notice shall be given by deliverying it or by telephone to Borrower at its address set forth in the Security Agreement. Any notice to Lender provided for in this Security Agreement shall be given by mailing it by first class mail unless otherwise addressed to Lender's address set forth in the Security Agreement. Any notice to Lender provided for in this Security Agreement shall be given by deliverying it or by telephone to Lender at its address set forth in the Security Agreement.

13. Legislation Affecting Landlord's Rights. If enacted, or if application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective to its terms, Landlord, at his option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19, if Landlord exercises this option, Landlord shall take the steps specified in the second paragraph of

11. **Successors and Severability; 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 co-signers, wife and agreeements shall be joint and several. Any Borrower who co-signs this security instrument shall be liable and responsible for all obligations of this security instrument, notwithstanding that Borrower or any other Borrower may have been released from liability by reason of death, bankruptcy, divorce, or otherwise.

make an award or settle a claim for damages, Borrower fails to respond to Lender's notice within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the property or to the sums secured by this Security Instrument, whether or not then due.

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 applied to the taking, before the proceeds multipled by the following fraction: (ii) 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.

(i) Lender shall pay the premiums required to maintain the loan secured by this Security Instrument, Borrower shall require mortgagage insurance as a condition of making the loan to the satisfaction of the lender, and shall pay the premiums required to maintain the insurance.