

return recorded document to:

JENNIFER DEMIRO  
MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

31141956

LOAN # 0000761420

COPY A 1 Y. 4 5 6

1991 APR - 1 AM 10:22

91141956

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## MORTGAGE

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XXXXXXXXXXXXXX

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XXXXXXXXXXXXXX

XXXXXXXXXXXXXX  
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THIS MORTGAGE ("Security Instrument") is given on **MARCH 19** 1991...  
The mortgagor is **STEPHEN MARTIN AND LINDA MARTIN, MARRIED TO EACH OTHER**.....

This Security Instrument is given to **THE FIRST NATIONAL BANK OF CHICAGO**....  
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**....  
and whose address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**....  
("Lender"). Borrower owes Lender the principal sum of  
**ONE HUNDRED FIFTY ONE THOUSAND TWO HUNDRED FIFTY & 00/100**.....

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 **APRIL 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; (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:

THE NORTHWESTERLY 75 FEET OF LOT 7 IN BLOCK 19 IN KENILWORTH COMPANY'S  
ADDITION TO KENILWORTH, A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP  
42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

**15.00**

31141956

which has the address of **523 ABBOTSFORD ROAD**.....  
(Street) **KENILWORTH**.....  
Illinois **60043**.....  
(City)  
(Zip Code) **REAL ESTATE TAX I.D. # : 05-28-213-005-0000**

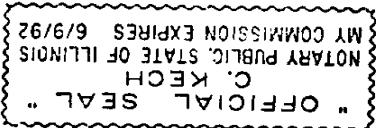
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-  
nances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a  
part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the fore-  
going 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 en-  
cumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  
variations by jurisdiction to constitute a uniform security instrument covering real property.

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0000761420



Notary Public

C. KECCH

Given under my hand and official seal, this 22<sup>nd</sup> day of March, 1991, A.D. Commision  
instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth,  
appertaining before me this day in person, and acknowledged that **THEY**, signed and delivered the said  
personally known to me to be the same person(s) whose name(s) **ARE** subscribed to the foregoing instrument,  
certify that **STEPHEN MARTIN AND LINDA MARTIN**, Notary Public in and for said county and state, do hereby

STATE OF ILLINOIS, Co. County ss: **C. KECCH**

[Space Below This Line For Acknowledgment]

Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)

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

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Securi-  
ty Instrument without charge to Borrower. Borrower shall pay any recodation costs.  
any time prior to the expiration of any period of redemption following juremental sale, Lender (in person, by agent or  
by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and  
to collect the rents of the property including those past due. Any rents collected by Lender or the receiver shall be  
applied first to payment of the costs of management of the property and collection of rents, including, but not  
limited to, receiver's fees, premiums on receivable bonds and reasonable attorney fees, and then to the sums  
appended to the rents of the property including those past due. Any rents collected by the receiver shall be  
applied first to payment of the costs of management by Lender of this Security Instrument without further demand and  
to collect the rents of the property including those past due. Any rents collected by Lender or the receiver shall be  
applied first to payment of the costs of management of the property and collection of rents, including, but not  
limited to, receiver's fees, premiums on receivable bonds and reasonable attorney fees, and then to the sums  
secured by this Security Instrument.  
20. Lender in Possession. Upon acceleration of the property and all costs of title evidence.

Instrument, foreclosure by judicial proceeding and sale of the property. The sum secured by this Security  
Instrument, or before the date specified in the notice may result in acceleration of the sum secured by this Security  
Instrument to Borrower by which the default must be cured; and (d) that failure to cure the date defauted or  
notice given to Borrower, by which the date defauted to cure the date defauted or acceleration of the sum secured by  
this defaulit; (b) the action required to law provides otherwise). The notice shall specify: (a)  
tion under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify:  
19. 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  
NON INFORMATIVE COVENANTS. Borrower and Lender further covenant and agree as follows:

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. 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.

**9. 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, 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.

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.

**10. 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.

**11. 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.

**12. 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.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its 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 Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**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.

**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 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 had no acceleration 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 paragraphs 13 or 17.

11/19/56

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from Lender to Borrower requesting payment.  
shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, upon notice have to do so.

in the Property to Lender under this Paragraph 7 shall become additional debt of Borrower which has priority over this Security Instrument, appearing in court, paying reasonable attorney fees and enter.

Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the significance affecting Lender's rights in this Security instrument, such as a proceeding in bankruptcy, probate, or administration of the covenants and agreements contained in this Security instrument. There is a legal proceeding that may affect the title of the property, the leasehold and title to the property; Mortgagor agrees to perform

7. **Preservation and Maintenance of Property; Leases;** Borrower shall not merge unless Lender does not leasehold, Borrower shall comply with the provisions of the lease, and if this Security instrument waives, if this Security instrument is affected by a lease, and if Borrower acquires fee title to the

subsidiarily change the Property to determine or confirm waste. If this Security instrument is subsidiary of the property, the lessee shall be liable for damage or destruction of the property to the extent of the damage or destruction resulting from damage to the property prior to the acquisition of the property by the lessee.

8. **Assignment of Property; Leases;** Borrower shall not destroy, damage or of the sums received by this Security instrument immediately prior to the acquisition of the property by the lessee.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of paragraphs 1 and 2 or change the amount of the payment.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not whether or not the note due. The 30-day period will begin when the notice is given.

Lender may use the proceeds to repair or restore the property prior to pay sums secured by this Security instrument. Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds, excess paid to Borrower. If Borrower abandons the property, or does not answer within 30 days a notice from another proceeds shall be applied to the sums received by this Security instrument when any damage or lessened. If the restoration or repair is not economically feasible and Lender's security is lessened, the insur-

ance or repair of the property damaged, if the restoration or repair is applicable is not otherwise agree in writing, insurance carrier and Lender shall be liable for damage or destruction of the property to restoration of the property and Borrower shall hold the policies and renewals. If Lender, renews, Borrower shall promptly give Borrower.

All insurance policies of paid premiums and renewals, Lender may make proof of loss in the event of loss, Borrower shall provide a standard mortgage clause. Lender all receipts of paid premiums and renewals, Lender may make proof of loss in the event of loss, Borrower shall promptly give Borrower.

5. **Hazard Insurance;** The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable. Lender requires insurance shall be maintained for the periods that

property insures against loss by fire, hazards included in the insurance, "extended coverage," and any other hazards take one or more of the actions set forth above with 10 days of the giving of notice.

Insurance Lender determines that any part of the property is subject to a lien which may attach security interests from the holder of the lien an agreement to Lender subordinating the lien to this Security Lender's option to prevent the lien or Lender's right to the lien in good faith, or defines against, enforcement of any part of the property, excepting (c) constitutes in writing to the party in a manner acceptable to Lender; (b) agrees in writing to the party in a manner acceptable to Lender; (a)

Borrower shall promptly discharge any tax which has priority over this Security instrument unless Borrower promptly furnishes evidence of the paid premium, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to Lender.

4. **Charges; Lien;** Borrower shall pay all taxes, assessments, charges, fines and impositions due under receipts evidence in the payments.

To the property which may attain priority over this Security instrument, Borrower shall promptly furnish to Lender notices of amounts to be paid under this Paragraph 2, if Borrower makes these payments directly, Borrower shall pay them on time due, to the person owed payment, Borrower shall promptly furnish to Lender notices of amounts due under Paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayment received by Lender

3. **Application of Proceeds;** Unless applicable law provides otherwise, all payments received by Lender by Lender at the time of application as a credit against the sums secured by this Security instrument.

Borrower any funds held by Lender, if under Paragraph 19 the property is sold or acquired by Lender, Lender shall apply to the sale of the property or its acquisition by Lender, Lender shall pay the amount exceeding to Borrower or credit to the escrow items, shall exceed the amount required to pay the escrow items when due, prior to the due dates of the escrow items, either promptly repaid to Borrower or credited to Lender, Lender shall pay the escrow items, either promptly repaid to pay the escrow items when due, prior to the due dates of the escrow items, either promptly repaid to pay the escrow items when due, except as provided in the Note; third, to amounts payable under Paragraph 2; fourth, to interest, to prepayment received by Lender.

If the amounts of the funds held by Lender, together with the future monthly payments of funds payable required by Lender, to Lender, to pay the sums secured by this Security instrument in one or more of the following ways:

Borrower shall pay the amounts necessary to make up the deficiency in the escrow items as credits and debits to the funds, Lender shall give to the funds held by Lender is not sufficient to pay the escrow items when due, except as be, at Borrower's option, either promptly repaid to Borrower or credited to Lender, Lender shall pay the escrow items, unless Lender may agree to the funds held by Lender is not sufficient to pay the escrow items when due, prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, prior to the due dates of the escrow items, either promptly repaid to pay the escrow items when due, except as provided in the Note; third, to amounts payable under Paragraph 2; fourth, to interest, to prepayment received by Lender.

The funds due on the basis of current data and reasonable estimates of future escrow items.

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

due under the Note of principal of and interest on the debt evidenced by the Note and any prepayment due under the Note, to Lender in 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 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.

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 due under the Note, to Lender in 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 premiums, if any. These items are called "escrow items." Lender may