

This instrument prepared by and
return recorded document no. 302 930-TH

LOAN # 0002030489

CATHLEEN H. BRADY
THE FIRST NATIONAL BANK OF CHICAGO
1901 SOUTH MEYERS ROAD, SUITE 430
OAKBROOK TERRACE, IL 60181

91182929

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MORTGAGE

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XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

THIS MORTGAGE ("Security Instrument") is given on **APRIL 11, 1991**
The mortgagor is **CRAIG T. BOYD AND MARY JO G. BOYD, 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

FOUR HUNDRED EIGHTY THOUSAND & 00/100
Dollars (U.S. \$ **480,000.00**). 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 **MAY 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 NORTH 186.25 FEET OF LOT 5 IN GRAVES SUBDIVISION IN WINNETKA IN SECTION 21,
TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT
THEREOF RECORDED JANUARY 31, 1882 AS DOCUMENT NUMBER 372637 IN BOOK 16 OF PLATS
PAGE 71 EXCEPT THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT
THE NORTH WEST CORNER OF SAID LOT AND RUNNING SOUTH ALONG THE WEST LINE THEREOF
186.25 FEET MORE OR LESS TO A POINT EQUIDISTANT BETWEEN THE SOUTH LINE OF ASH
STREET AND THE NORTH LINE OF WILLOW STREET; THENCE EAST PARALLEL TO THE NORTH
LINE OF WILLOW STREET 150 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID
LOT TO THE SOUTHWESTERLY LINE OF FAIRVIEW AVENUE AND THENCE NORTHWESTERLY ALONG
THE SAID SOUTHWESTERLY LINE OF FAIRVIEW AVENUE TO THE SOUTH LINE OF ASH STREET;
THENCE WEST ON THE SOUTH LINE OF ASH STREET TO THE POINT OF BEGINNING ALSO
EXCEPT THEREFROM THAT PART THEREOF LYING EAST OF A LINE PARALLEL TO AND 224.85
FEET EAST OF THE WEST LINE OF SAID LOT IN COOK COUNTY, ILLINOIS.

15.00

386 FAIRVIEW AVENUE
which has the address of **60093** (Street)
Illinois **(Property Address);**
(Zip Code) **REAL ESTATE TAX I.D. # : 05 21 132 003 0000** (City)

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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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 certifying 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 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.

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apply in the case of acceleration under paragraphs 11 or

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) without Lender's prior written consent, Lender is entitled to receive full sums secured by this Security Instrument. However, Lender's option shall not be exercised if the exercise is prohibited by federal law as of the date of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. If Lender exercises its option to receive full sums secured by this Security Instrument, however, Lender's option shall not be exercised if the 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.

15. Governing Law; Severability. This Security Instrument is governed by the laws of the State of California. If any provision of this Security Instrument is held invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

16. Borrower's Copy. Borrower shall be given one confirmed copy of this Note and of the instruments or the Note which can be given effect without the consent of the other party. This Note is not affected by any provision of this Security Instrument.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be delivered to Borrower at his address set forth in the Security Instrument or at such other address as Borrower shall be given by first class mail to Lenders, addressed to Lenders' designee by notice addressed to Lenders shall be given by first class mail to Lenders' address stated herein or, if no other notice is given to Lenders, Any notice to Lender or Lenders or Borrower given as provided in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

11. Successors and Assigns Bound: joint and several liability shall be held by successors and assigns of this Security Agreement, the co-signers, the co-venturers and Borrowers and their estates, heirs, executors, administrators and beneficiaries of all joint and several liability instruments, jointly and severally liable for all obligations under this Note.

If the Property is abandoned by Borrower, or if, after notice to Borrower that the condominium fees secured immediately before the taking, Any balance shall be paid to Borrower.

are hereby assigned and shall be paid to Lender.

11. Lender required mortgagor to pay the premium as a condition of making the loan secured by this security instrument, Borrower shall pay the premium required to maintain the insurance until such time as the premium for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

12. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable reasons of the Property causing for the inspection.

13. Agent may make reasonable entries upon and inspectors of the Property.

14. Lender shall have Borrower notify other of any award or claim for damages, direct or consequential in connection with any condemnation or any part of the Property, or for conveyance in lieu of condemnation.