

PREPARED BY:  
CAROL BREWER  
PAINTER HEIGHTS, IL 60064

# UNOFFICIAL COPY

32788050

RECORD AND RETURN TO:

WESTBANK  
1 WESTBROOK CORPORATE CENTER  
WESTCHESTER, ILLINOIS 60154

[Space Above This Line For Recording Data]

## MORTGAGE

9177751

The mortgagor is

THIS MORTGAGE ("Security Instrument") is given on JUNE 4, 1992  
BYRN T. WITTE  
AND BARBARA S. WITTE, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
WESTBANK

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 1 WESTBROOK CORPORATE CENTER, WESTCHESTER, ILLINOIS 60154 ("Lender"). Borrower owes Lender the principal sum of THREE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED AND 00/100 Dollars (U.S. \$ 317,800.00).

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 JULY 1, 2007. 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:

LOTS 1 AND 2 IN FRIEDLANDER'S RESUBDIVISION OF LOTS 88 AND 89 IN SCARSDALE ESTATES, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTH SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

03-32-324-017  
03-32-324-018

which has the address of 747 SOUTH ARLINGTON HEIGHTS ROAD, ARLINGTON HEIGHTS, ILLINOIS 60005 ("Property Address");  
Zip Code

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



2000 MORTGAGE FORMS - 31-0293-0169 - 800/623-7231

Page 3 of 6

DPS 1089  
Form 3014 9/90

BOX 333

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Form 3014 1980  
DPA 1080

Page 2 of 8

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, if Lender determines that any give Borrower a notice terminating the lien, Borrower shall satisfy the lien or this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over this instrument of the lien, or (c) securies from the holder of the lien an instrument satisfactory to Lender authorizing the Lender to do demands against encroachment of the lien in, legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering secured by the lien in a manner acceptable to Lender; (b) consents in good faith the Lender to write to the Lender to the payment of the principal of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in

it Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attach priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay directly to the Lender.

4. **Charges:** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attachable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

5. **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;

this Security Instrument.

If the Property, shall apply any Funds held by Lender at the time of acquisition or sale; 2, credit against the sums secured by Funds held by Lender; 3, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall record to Borrower any

within monthly payments, in Lender's sole discretion.

If the Funds held by Lender 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 in no more than

one is not sufficient to pay the Escrow items held by Lender at any time of acquisition or sale of the Property, Lender shall make up the deficiency in no more than

for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender to Borrower

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

depth to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower

applicable law requires interest to be paid, Lender shall do the required to pay Borrower any interest or earnings on the Funds

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

any item, unless Lender pays a one-time charge for an independent real estate tax reporting service

a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

or escrow items, unless Lender pays a one-time charge for an independent real estate tax reporting service

Lender, if Lender is subject to regulation or in any federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in a institution whose deposits are insured by a federal agency, instrumentality, or entity

escrow items or otherwise in accordance with applicable law

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 260 et seq. ("FESPA"), unless another law shall applies to the Funds

related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

it any, (e) ready mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums

of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly leasehold premiums

and assessments which may add to this Security Instrument as a lien on the Property; (b) yearly leasehold premiums

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes

2. **Funds for Taxes and Insurance:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest:** Prepayment and Late Charge, Borrower shall pay when due the

UNIFORM GOVERNANTS, Borrower and Lender govern and agree as follows:

Assumptions by joint declaration to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited

and will defend generally the title to the Property is unencumbered, except for encumbrances of record. Borrower warrants

grant and convey the Property and that the Property is lawfully seized of the estate hereby conveyed and has the right to mortgage.

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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**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 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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasholds.** 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 destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and remit it, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's 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 loan 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, representations 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.

**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 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.

**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 mortgage insurance. Loss reserve

DPS 1081

Form 3014 - 9/90

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Form 3014 9/80  
DRG 1002

Page 4 of 6

MMI GRILL 3014

16. **Borrower's Copy.** Borrower shall be given one confirmed copy of this Note and of this Security Instrument.

To be severable.

17. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or this Note is declared invalid without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared void unless otherwise provided by law, such conflict shall not affect other provisions of this Security Instrument or this Note.

18. **Security Interest.** This Security Instrument shall be given to Lender within fifteen days of the period in which the Property is sold.

19. **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 of any other address designated by Borrower to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address designated 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 in this paragraph.

20. **Waiver of Jury Trial.** Lender waives trial by jury in any action or proceeding brought by Borrower against Lender in respect of any claim for damages arising from any breach of this Note.

21. **Waiver of Trial by Jury.** If a trial is had before a judge or a jury, either party may waive trial by jury in any action or proceeding brought by Borrower against Lender in respect of any claim for damages arising from any breach of this Note.

22. **Waiver of Trial by Jury.** Lender waives trial by jury in any action or proceeding brought by Borrower against Lender in respect of any claim for damages arising from any breach of this Note.

23. **Waiver of Trial by Jury.** Lender waives trial by jury in any action or proceeding brought by Borrower against Lender in respect of any claim for damages arising from any breach of this Note.

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44. **Waiver of Trial by Jury.** Lender waives trial by jury in any action or proceeding brought by Borrower against Lender in respect of any claim for damages arising from any breach of this Note.

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**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 investigation, 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 learns, or is notified by any governmental or regulatory authority, that any removal or other remediation 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 defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic 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 pay any recordation costs.

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

DPB 1083  
Form 3014-8/90

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DPS 1094

Page 6 of 6

Notary Public

Kathleen S. Dubzinski  
Notary Public, State of Illinois

"OFFICIAL SEAL"

My Commission Expires

Cook County

My Commission Expires 10/31/93

Given under my hand and official seal, this day of  
free and voluntary act, for the uses and purposes herein set forth.  
ma this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR  
personally known to me to be the same persons(s) whose name(s) subscribed to the foregoing instrument, appeared before

BYRN T. WITT AND BARBARA S. WITT, HUSBAND AND WIFE

county and state do hereby certify that a Notary Public in and for said

County ss:

COOK

10/31/93

Borrower

(Seal)

9177751

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"/> Planified Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider           | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Balloon Rider     | <input type="checkbox"/> V.A. Rider         |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Biweekly Payment Rider           | <input type="checkbox"/> Planified Unit Development Rider | <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium 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.

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RIDER LEGAL DESCRIPTION

LOTS 1 AND 2 IN FRIEDLANDER'S RESUBDIVISION OF LOTS 88 AND 89 IN SCARSDALE ESTATES, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTH WEST QUARTER AND THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 685.4 FEET THEREOF, ALSO EXCEPTING THE EAST 40 ACRES OF THAT PART OF THE WEST HALF OF SAID SOUTH EAST QUARTER LYING SOUTH OF THE NORTH 685.4 FEET THEREOF, AND ALSO EXCEPTING THAT PART OF THE EAST HALF OF THE SOUTH WEST QUARTER LYING WESTERLY OF THE CENTER LINE OF ARLINGTON HEIGHTS ROAD (CALLED STATE ROAD) AND SOUTH OF THE NORTH 685.4 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

03-32-324-017  
03-32-324-018

S-115659

DPS 049