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CHICAGO, ILLINOIS

1992 AUG 10 AM 11:52

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This instrument prepared by
and should be returned to:

(Space Above This Line For Recording Date)

CATHLEEN E. PANDI

THE FIRST NATIONAL BANK OF CHICAGO
1901 SOUTH MEYER ROAD, SUITE 430
OAKBROOK TERRACE, IL 60181

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 3, 1992** . The mortgagor is
LESLIE D. LOCKE AND JANE W. LOCKE, MARRIED TO EACH OTHER.

(Borrower"). This Security Instrument is given to

THE FIRST NATIONAL BANK OF CHICAGO

3308

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
THREE HUNDRED FIFTY SIX THOUSAND & 00/100

Dollars (U.S. \$ **356,000.00**).

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 **SEPTEMBER 1, 2022**. 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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. # : 05-27-306-011-0000

which has the address of
Illinois

1228 GREENWOOD, WILMETTE
60091 ("Property Address");
(Zip Code)

(Street, City).

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
M-8R(IL) (0105)

VMP MORTGAGE FORMS - (313)283-6100 - (800)521-2211

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Form 3014 8/90
Amended 5/91
Initials: *JPL*
JKL

BOX 333

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Form 3016-8/80

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Borrowers shall prominently display any loan which has priority over the Security Interlocutor under Borrower's credit agreement or otherwise within 10 days of the giving of notice.

3. Application of Provisions. Unless specifically law provides otherwise, all payments received by L under paragraphs 1, and 2 shall be treated as payment under the Note; second, to account payables under paragraph 2;

If your organization is part of all names recorded by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, UU, under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit to the sum secured by this instrument.

All the Funds held by Lessee under the lease by which he shall be permitted to be held by the lessor under the leasehold lease, Lessee shall remain liable for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lessee at any time is not sufficient to pay the Rent when due, Lessor may so notify Borrower ver a writing, and, in such case Borrower shall pay to Lessor the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months from the date of notice.

regulators' interests to be paid. Lenders shall not be required to pay interest or earnings on the funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 Banks or additional society for all other accounts, at the Security Instrument.

However, leaders may not change their ways simply by reading the rules, although many change their ways after being confronted with the consequences of their actions. In fact, leaders often do what they want to do, regardless of what the rules say. This is because rules are often interpreted differently by different people, and some people may choose to ignore them entirely.

The Funds shall be held in an account or whose deposits are insured by a federal agency, instrumentality, or entity (including Lender), it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow

addition, the amount of funds due on the basis of current due and reasonable estimates of expenditures of future factory items or

application of said provision on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNPREDICTED OCCURRENCES. Instances and losses occurring and agree as follows:

Verifications by independent auditors are conducted at minimum cost by instrumental covering real property.

DISCOVERER COVENANTS that Borrower is lawfully seized of the certain property conveyed and has the right to mortgage;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security Instrument.

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in 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 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. 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 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.

11. 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.

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 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.

13. 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.

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.

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Institutional, Borrower shall pay the premiums required to maintain the mortgage insurance in effect at, for any reason, the mortgagor's insurability coverage required by Lender or losses or expenses of access to the insurance company or to the Lender.

Any amounts disbursed by Leader under this paragraph⁷ shall become additional debt of Borrower secured by this Security Instrument unless Borrower and Leader agree in 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 requiring payment.

Under no circumstances shall any application of proceeds to principal shall exceed or surpass the due date of the principal payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is sold 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.

Lenders' Securty under 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 call the insurance proceeds. Lender may use the proceeds to 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.

All insurance policies and renewals shall be susceptible to Leader and shall include a standard mortgage clause. Leader shall have the right to hold the policies and renewals. If Leader requires, Borrower shall promptly give to Leader all receipts of paid premiums and received notes. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Leader may make proof of loss if not made promptly by Borrower.

5. **Holders of Property Interests.** Holders shall keep the joint ventures from exercising or breaching or rescinding any agreement or property interest in the joint ventures.

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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 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.

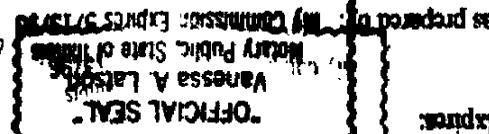
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Form 3014-890

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(Rev. 11/11) (1010)



Warrant Public, State of Illinois
Vanesse A. LARSEN
"OFFICIAL SEAL"

My Commission Expires:

Given under my hand and official seal, this _____ day of _____, 20_____
Signed and delivered the said instrument as _____, free and voluntary act after the uses and purposes herein set forth.
Subscribed to the foregoing instrument, applied before me this day in person, and acknowledged that _____, being he
personally known to me to be the same person(s) whose name(s)

James D. Locke and Jane H. Locke, married to each other,
, Notary Public in and for said country and state do hereby certify that

STATE OF ILLINOIS,

QAL

Courtly ss:

Borrower:
(Seal)

Witnesses:

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

925346

- [Check applicable box(es)]
- Adverse Possession Rider
 - Conditional Rider
 - Family Rider
 - General Rider
 - Homestead Rider
 - Improvement Rider
 - Land Development Rider
 - Second Home Rider
 - Other(s) [Specify]

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.

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Mail Suite 2103
One First National Plaza
Chicago, Illinois 60670
Telephone: (312)732-4000

LOAN # 0002061198
1228 GREENWOOD
WILMETTE, IL 60091

LEGAL DESCRIPTION RIDER

THE WEST 50 FEET OF THE EAST 375 FEET OF THE SOUTH 1/2 OF BLOCK 16 IN GAGE'S ADDITION TO VILLAGE OF WILMETTE, IN SECTION 27, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Top 685261

REAL ESTATE TAX I.D. #: 05-27-306-011-0000

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