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92813956

\$2610.00 Amount paid to Mr. Franklin Weller

DEPT-01 RECORDINGS 0816 0922 0906 \$31.50
148888 ,TRAN 4141 11/02/92 09146:00

92816956 47806 4 GENE-92-813956
CORR COUNTY RECORDER

¹⁷ See, e.g., *U.S. v. Babbitt*, 100 F.3d 1250, 1254 (10th Cir. 1996) (“[T]he [Bald Eagle] Act does not require the government to prove that it caused the bald eagle to become an endangered species.”).

[Space Above This Line For Recording Data]

MORTGAGE **Loan # 12150045-7**
Case ID: 95-0084470-8

Proprietary and Confidential - For Internal Use Only

THIS MORTGAGE ("Security Instrument") is given on October 20, 1992 by SCOTT R. CLAR, and PAULA CLAR, HIS WIFE, to WILLIAM H. BROWN, JR., as Trustee.

Both the concept of justice and the concept of a just society are based on the principles of equality and respect for human rights. Underpinning these concepts is the rule of law.

92813956

(“Borrower”). This Security Instrument is given to FIRST OF AMERICA BANK-NORTHEAST ILLINOIS, N.A.

Alger (1990) has shown that the energy balance model can predict the effect of climate change on crop yields.

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is 325 N. MILWAUKEE AVENUE, LIBERTYVILLE, ILLINOIS 60048.

(Lender"). Borrower owes Lender the principal sum of
one hundred thirty-two thousand and
no/100—
Dollars (U.S. \$ 132,000.00).

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 November 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:

THE SOUTH 6 FEET OF LOT 10, ALL OF LOT 11, AND THE NORTH 6 FEET OF LOT 12 IN
BLOCK 9 IN NORTH SIDE REALTY COMPANY'S DEMPSTER GOLF COURSE SUBDIVISION OF
THE WEST 1/2 OF THE NORTHEAST 1/4 AND (EXCEPT THE EAST 660 FEET) THE
SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19. 11. 1938
Сільськогосподарський відділ
Інформація про земельні питання

PIN 10-23-216-051-0000 8527 N. TRUMILL, BONAI SKOKIE, ILL. (BON. CIVL.)
which has the address of

Illinois [zip code] 60076 [Zip Code] ("Property Address"); or subject to such change as may occur.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 1 of 6 May 2001 (Rev. 10/01) Form 3014 B/90

OR (IL) 10101 VMP MORTGAGE FORMS • (313)283-8100 • (800)621-7291

¹ See also the discussion in the section on "Principles of Policy" above.

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more of the actions set forth above within 10 days of the giving of notice.

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) consents in good faith the lien is disregarded entirely or (c) secures from the holder of the lien an agreement satisfactory to Lender to prevent the enforcement of the lien; or (d) pays all attorney's fees incurred by the Lender in the defense of the action to collect the amount due under this instrument.

4. **Charges;** Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions arising, liable to the Property which may attain priority over this Security Instrument, and shall hold payables or ground rent, 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 directly to the person owed payment. Borrower shall promptly furnish to Lender all notice of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lessee under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender under paragraph 21, Lender shall acquire or sell the Property Lender prior to the acquisition of sole property, shall apply any funds held by Lender at the time of acquisition of title as a credit against the sums secured by

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the amounts necessary to make up the deficiency. Lennder may so notify Borrower in writing, and, in such case Borrower shall pay to Lennder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after notice, so the discretion.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, or similarly incorporated, if Lender is such a institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Escrow fees for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made of application of law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender shall give to Borrower, however, the interest shall be paid on the Funds. Lender shall give to Borrower, and Lender may agree in writing, showing credits and debits to the Funds and the purpose for which each without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each applies to the Funds, as detailed below. The Funds are pledged as security for all sums secured by the Security Instrument.

Because of items or otherwise in accordance with applicable law.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay all taxes and assessments which may actually become payable by Borrower under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federal insured mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended (from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA")), unless another law that applies to the Funds sets a lesser amount, if so. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may estimate, based on the basis of current data and reasonable estimates of future expenses of insurance premiums, taxes and assessments, plus interest thereon at the rate of 12% per annum, for the period between the date of this Note and the date when the Note is paid in full.

The original of this instrument was made by J. C. Stodart, of London, and is now in the possession of Mr. W. H. Smith, of the same city.

Opportunities for personal growth and development are available through the Center for Professional Development.

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENTcombines uniform conveniences for national use and non-uniform conveniences with immediate

and will defend generally the title to the Property against all claims and demands, subject to any encumbrance of record.

grants and convey the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER'S COVENANTS shall Borrower is lawfully seized of the certain property described in Schedule A hereto to mortgagor.

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

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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; Leaseholds.
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 reinstate, as provided in paragraph 18. b) 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 regulation), 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

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Form 3014 9/90

16. Borrower's Copy, Borrower shall be given one copy of the Note and of this Security instrument.

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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 conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note given effect without the conflicting provision. To the end the provisions of this Security Instrument and the Note are declared

ii by first class mail unless otherwise specified. 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 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing prepaid charge under the Note.

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 it necessary to reduce the charge to the permitted limits; and (b) any sum already collected from Borrower which exceeds the permitted limit will be refunded to the Borrower. Under 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 power.

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 or (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, forgive or make any accommodations with regard to the terms of this Security instrument or the Note without the Borrower's consent.

11. Borrower Not Responsible; Forbearance by Lender Not a Waiver; Extension of the time for payment of or modification of an instrument of title sums secured by his Security Instrument granted by Lender to any successor in interest of Borrower shall not release to operate to release the liability of the original Borrower; Lender shall not be required to pay amount of any instrument of title sums secured by his Security Instrument granted by Lender in interest of Borrower shall not be liable to 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 successions in interest.

Lender is authorized to collect and apply the proceeds, at its option, either to resolution or repair of the Property or to the same secured by this Security Instrument, whether or not then due.

lacking, 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.

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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

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 Lenders.

9. Insurance. Lender or its agent may make reasonable entrance upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specific cause for the inspection.

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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.

Form 3014 9/90

Initials: *[Signature]*

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MY COMMISSION EXPIRES 10/10/93
MILITARY PUBLIC STAFF OF ILLINOIS 301A 8/90

Page 6 of 6

WMD-GRILL 181011

This instrument was prepared by: UMA DIGE
10/10/93

My Commission Expires:

Given under my hand and official seal, this 20th
of October, 1992
Signed and delivered the said instrument as
free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
, personally known to me to be the same person(s) whose name(s)

SCOTT R. CLAR and PAULA CLAR, HIS WIFE
I, THE UNDERSIGNED
STATE OF ILLINOIS, COOK
County ss:

Social Security Number
Borrower
(Seal)

Social Security Number
Borrower
(Seal)

Social Security Number
Borrower
(Seal)

Witnesses:
in any rider(s) executed by Borrower and recorded with the
terms and covenants contained in this Security Instrument and

- [Check applicable box(es)]
- | | | |
|--------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> balloon Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Rate Improvement Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) (specify) | |

the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument and any covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

RECORD AND RETURN TO:
FIRST OF AMERICA BANK-NORTHEAST ILLINOIS, N.A.
325 N. MICHIGAN AVENUE
CHICAGO, ILLINOIS 60048

