

PREPARED BY:
ROSE A. ELLIS
CHICAGO, IL 60675

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RECORDED IN THE ILLINOIS
RECORDS OFFICE
RECORD

RECORD AND RETURN TO: 92832527 PH 3:12 92832527

THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A
50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675

[Space Above This Line For Recording Data]

MORTGAGE

377

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 19, 1992
JOHN IMMEL
AND LYNDY IMMEL, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
THE NORTHERN TRUST COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675
TWO HUNDRED EIGHTY THOUSAND
AND 00/100

Dollars (U.S. \$ 280,000.00).
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 DECEMBER 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:
LOTS 17, 18 AND 19 IN EVANSTON-LINCOLNWOOD FOURTH ADDITION, BEING
A SUBDIVISION OF LOTS 11-E AND 12-B IN HAPP'S SUBDIVISION OF
PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN
THEREOF RECORDED JUNE 25, 1928 AS DOCUMENT NUMBER 10067450 IN COOK
COUNTY, ILLINOIS.

P. I. N. # 10-16-204-053

which has the address of 2001 BENNETT AVENUE, EVANSTON
Illinois 60201
Zip Code

Street, City,

("Property Address");

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Borrower shall promptly discharge any loan which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the loan in a manner acceptable to Lender; (b) continues in good faith the loan by, or effects a assignment or transfer of the loan to, legal proceedings which in the loan in a manner acceptable to Lender; (c) ceases from the holder of the loan in a manner satisfactory to Lender to collect the amount of the loan in a manner satisfactory to Lender; or (d) ceases from the holder of the loan in a manner satisfactory to Lender to collect the amount of the loan in a manner satisfactory to Lender.

4. (Chargex) Lien(s), Borrower shall pay all liens, assessments, charges, fines and impositions arising out of or in respect of the Property which may attach over this Security instrument, and lesstated payments of ground rents, if any; Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on the date of payment over and above the amount promissory sum due to Lender at all times of default under this Agreement.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any payment due under the Note; second, to amounts payable under paragraph 2;

Urgo pay next in turn of all sums secured by this Security Instrument, less or shall promptly return to Borrower any Funds held by Lender, if, 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 credit against the sums secured by this Security Instrument.

If the Funds held by Learnder exceed the amounts permitted to be held by applicable law, Learner shall account to Borrower for the excess. Funds in accordance with the requirements of application; if, w. h. the amount of the Funds held by Learner at any time is not sufficient to pay the Escrow Lems when due, Learner may so notify Borrower in writing, and, in such case Borrower shall pay to Learner the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months from the date of payment, at Learner's sole discretion.

The Funds shall be held in a "institution whose deposits are measured by a federal agency, instrumentalities, or entities (including Leander, if Leander is such an institution) or in any Federal Home Loan Bank. Leander shall apply the Funds to pay the Escrow items. Leander may not charge for holding and applying the Funds, usually immediately after the escrow account, or normally the Escrow items, unless Leander may require payment of all sums secured by this Security instrument, or until the Funds are pledged as additional security for all sums secured by this Security instrument.

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leastdold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 collectively referred to as "Taxes and Insurance Premiums". Any sum paid by Borrower to Lender, in accordance with the provisions of paragraph 8, in any taxes and hold funds in an amount not to exceed the maximum amount available may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act, 1974, as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law applies to the funds set a lesser amount, if so, Lender may collect and hold Funds in an amount not to exceed the lesser amount.

3. Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future expenses or otherwise in accordance with applicable law.

1. Payment of Premium and Interest; Premium 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.

Variations by jurisdiction to constitute a uniform security instrument covering real property. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

and will delayed generally by the date to the Property agents all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully entitled to 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

LOGE1HER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL CASINGS, SUPPORTS, AND FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPAIRS, AMENITIES AND ADDITIONS SHALL ALSO BE COVERED BY THIS AGREEMENT. ALL OF THE FOREGOING IS RETAINED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

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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, 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

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Form 3014 9-90

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DPS 1092 Form 3014 9-90

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16. Borrower's copy: Borrower shall be given one controlled copy of the Note and of this Security Instrument.

Digitized by srujanika@gmail.com

13. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state without the conflicting provisions. To this end the provisions of this Security Instrument and the Note are declared given effect without the conflict provisions. In the event that any provision of clause of this Security Instrument or the Note which can be construed to violate the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be construed to violate the applicable law.

it by this class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietor at his 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; Lender shall be deemed to have been given to Borrower if Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law, which sets maximum loans charges, and that law is finally interpreted so that the intent of such other law is collected or is not collected in connection with the loan, 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 exceed permitted limits will be repaid to 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 as provided under the Note.

12. Successors and Assigns: Bound; Joint and Several Liability; Co-signers. The conventions and agreements c. this SecuritY instrument shall bind and benefit the successors and assigns of the 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 shall and benefit the successors and assigns of the 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 shall and benefit the successors and assigns of the Lender and Borrower, subject to the terms of this SecuritY instrument.

Secured by this Security Instrument, whether or not then due.
Unless Lessor and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or
postpone the due date of the maturity of this note as referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is damaged by Borrower, or if, after notice by Lender to Borrower that the condominium 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 same

relating, unless the donor and his/her otherwise agree in writing or unless otherwise law otherwise provides, the proceeds shall be applied to the sum secured by his Security instrument whether or not the sums are due.

market value of the property immediately before the taking is less than the amount of the sum secured immediately before the exercise of the option; any damages shall be paid to the owner in the event of a partial taking, except in the case of the taking of the entire property.

amount of the assets received immediately before the exchange, divided by (b) the fair market value of the Property immediately

Section 11. Notwithstanding any provision of the law to the contrary, unless otherwise directed in writing, the shares secured by this Section shall be reallocated by the proceeds multiplied by the following ratios:

In the event of a total taking of the Trustee, the proceeds shall be applied to the sums secured by its security instruments.

and/or the taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

10. (Undeemed) The proceeds of any award or claim for damages, direct or consequential, in connection with any damage or loss of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Leader of the agent may make reasonable entries upon and inspections of the Property. Leader shall give

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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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. These 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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Notary Public

MY COMMISSION EXPIRES 4/30/95
 NOTARY PUBLIC STATE OF ILLINOIS
 MARSCHA J. MARTIN
 OFFICIAL SEAL

My Commission Expires

2025 RELEASE UNDER E.O. 14176

Given under my hand and official seal, this 19th day of July, in the year of 1992,
 for the uses and purposes herein set forth,
 I, JOHN INMEL AND LYNDIA INMEL, signed and delivered the said instrument as THEIR
 personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before
 me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR

JOHN INMEL AND LYNDIA INMEL, HUSBAND AND WIFE
 County and State do hereby certify that

I, Notary Public in and for said

County ss:

STATE OF ILLINOIS, COOK

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

V.A. Rider

Ballooon Rider

Gradualized Payment Rider

Planned Unit Development Rider

Rate Improvement Rider

Second Home Rider

Other(s) (specify) MORTGAGE RIDER FOR COVENANT #22

Witness

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MORTGAGE RIDER FOR COVENANT #22

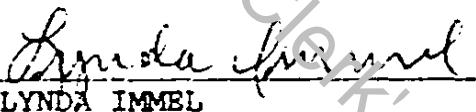
THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 22 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

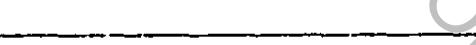
IN WITNESS WHEREOF, BORROWER has executed this RIDER.


JOHN IMMEL

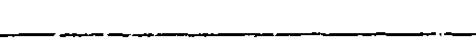
(SEAL)
-BORROWER


LYNDA IMMEL

(SEAL)
-BORROWER


[unclear]

(SEAL)
-BORROWER


[unclear]

(SEAL)
-BORROWER

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