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10049 THE CANNON (1143-180-000-1) CLOUD, KEN (1961- )

Form 3014 Rev. 1-14-A

INTERMEDIATE LEVEL (INTERMEDIATE LEVEL) - [www.esl-lab.com/intermediate\\_level.html](http://www.esl-lab.com/intermediate_level.html)

Billions ..... 60025 (Projected Additions) (1993-1997)

which has the address of ..... 1500 WOODLAND AVENUE

P.T.N. 04-92-401-52-0000-520-401

## COOK COUNTY, ILLINOIS.

NO.100  
THIS DEED IS EVIDENCED  
BY BORROWER'S SIGNATURE DATED THE SAME DATE AS THIS SECURITY INSTRUMENT ("NOTE"), WHICH PROVIDES FOR MORTGAGE PAYMENT,  
WHICH IS FULL DEED, IF NOT PAID EARLIER, DUE AND PAYABLE ON DECEMBER 1, 2022. THIS SECURITY INSTRUMENT  
SERVES TO LEANDER (II) THE REPAYMENT OF THE DEBT EVIDENCED BY THE NOTE, WITH INTEREST, AND ALL REMAINING AND  
MODIFICATIONS OF THE NOTE; (B) THE PAYMENT OF ALL OTHER EXPENSES, WITH INTEREST, ADVANCED UNDER PAYMENT PLAN 7 TO PROVIDE THE  
SECURITY OF THIS SECURITY INSTRUMENT; AND (C) THE PERFORMANCE OF BORROWER'S OBLIGATIONS AND AGREEMENTS UNDER THE SECURITY  
INSTRUMENT AND THE NOTE. FOR THIS PURPOSE, BORROWER AGREES HEREBY TO COVENANT AND AGREE TO FULFILL THE FOLLOWING  
COVENANTS AND THE NOTE. LOT 2 IN KENNETH PETERSEN SUBDIVISION, BEING A SUBDIVISION IN THE MAST 1/2 OF  
SECTION 26, TOWNSHIP #2 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
DELBOROUGH PROPERTY LOCATED IN MILWAUKEE COUNTY, WISCONSIN.

(Borrower), THIS Security Interest is given to HARRIS BANK MINNETKA, N.A., which is organized and existing under the laws of MINNEAPOLIS, MINNESOTA, and whose address is 520 GREEN BAY ROAD, MINNETKA, I.L. 60093, and whose address is 11 AND THREE HUNDRED TWO THOUSAND TWO HUNDRED EIGHTY-EIGHT, BLOOMFIELD HILLS, MICHIGAN, and whose address is 1000 BROADWAY, NEW YORK, N.Y. 10036, for the payment of all debts, obligations and liabilities of Borrower to Lender the principal sum of ONE HUNDRED EIGHTY-EIGHT DOLLARS AND SEVEN CENTS (\$188.07), plus interest thereon at the rate of EIGHT PER CENT (8%) per annum, plus costs of collection, attorney's fees, and expenses of suit, and all other expenses of Lender in connection therewith.

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 17, 1992  
by **A. DEAN POULOS AND JEANNE A. POULOS**, his wife  
to **THE DAVIS GROUP**, ("Beneficiary Institution") as given on  
**DEAN POULOS AND JEANNE A. POULOS**, his wife

MORTGAGE

(948) 1004

520 GREEN BAY RD; MINNETKA, IL

BAMBIAN, J., COSTEL

This instrument was prepared by

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EELI4626

97-12444-Sub-A

Attn: Susan Neopole

Category II 06909

S. S. T. H. LEE

MAIL TO: HERRITZ TRUST AND SAVINGS BANK  
200 W. Monroe, 19th Floor

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C.R.

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

**Borrower Covenants** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**Uniform Covenants.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) 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 federally related 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. § 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 the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower 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 or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any 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 Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient 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. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 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 against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to 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.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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Form 3014-980 (Rev. 2-1984)

Any amounts disbursed by the underwriter under this paragraph 7 shall become additional debt of the company.

2. Protection of Landlord's Rights in the Property. It is agreed that in performing the covenants and agreements contained in this Section, the Tenant shall not do anything which would interfere with the enjoyment of the Property by the Landlord.

unless Lessee Lender and the Borrower otherwise agree in writing, any application of proceeds to prepayments of principal shall not exceed the amount of the principal so prepaid.

All insurance providers and intermediaries shall be responsible to Lender and shall indemnify and defend Lender and Lender's agents, partners and intermediaries from and against all claims, demands, losses, expenses, costs and damages (including reasonable attorney fees) arising out of or resulting from any act or omission of such provider or intermediary.

**3. Standard of Property Insurance.** Homeowner shall keep the term "extended coverage" and any other insurance, including liability insurance, available to him/her during his/her ownership of the property in accordance with paragraph 7.

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of mortgage insurance. Loss reserve 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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Form 3014-980 (Rev. 1-1974)

22. **Waver of Homestead.** However wavers do little to homestead exemption in the property.

22. Redresse, 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.

21. **Agreement to Repay:** Lender shall give notice to Borrower prior to acceleration of any amount Borrower is required to pay under paragraph 17 unless otherwise specified; (a) the notice shall specify (i) the action intended to cure the deficiency; (ii) a date, not less than 30 days from the date the notice is given to Borrower by written notice, by which date the deficiency must be paid; and (d) this failure to cure the deficiency on or before the date specified in the notice to Borrower by written notice, by which date the deficiency must be paid.

22. **Acceleration:** Remedies, Lender shall give notice to Borrower prior to acceleration of any amount Borrower is required to pay under paragraph 17 unless otherwise specified; (a) the notice shall specify (i) the acceleration under paragraph 17 unless otherwise specified; (ii) the date the notice is given to Borrower by written notice, by which date the deficiency must be paid; and (iii) the date, not less than 30 days from the date the notice is given to Borrower by written notice, by which date the deficiency must be paid; and (d) this failure to cure the deficiency on or before the date specified in the notice to Borrower by written notice, by which date the deficiency must be paid.

**NON-UNIFORM COUNTERMEASURES.** Retriever and Lender further govern and agree as follows:

As used in this paragraph 2d, "Tazimdon Substances" are those substances which are toxic to humans and animals.

However, such findings have been made of the same properties in certain animals, and it is not clear whether they are due to some action of the nervous system or to other causes.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of 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 of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to minimize risks of the Property.

19. **Safe of Note** (*Chancery of London*)—The Note or a partial interest in the Note together with this Security instrument may be sold one of more persons without prior notice to Borrower. A sale may result in a change in the entity holding the Note or in the name of the Note holder.

It is further understood that this option, together with prior written notice of acceleration, will provide a period of at least thirty (30) days from the date the notice is delivered or mailed within which Borrower may pay all sums demanded by this Note plus interest if demand is made by the holder of this Note.

this Security Instrument, however, this opinion shall not be exercised by Lender if exclusive is prohibited by federal law as of the date of this Security Instrument.

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

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Form 2004-000 (Rev. 6/96)

NAME: (Last, First, MI) (Exhibit 1A, page 10, 11, 12, 13, 14)

My (Signature) Exhibit 1B/95  
Name & Public Seal of Illinois  
Krislin Weems

OFFICIAL SEAL

Notary Public

Given under my hand and official seal, this 17th day of November, 1992

Year

signed and delivered the instrument as **THIRTY** free and voluntary, before me this day in person, and acknowledged that **I, HE**, **X**, personally known to me to be the same person(s) whose name(s) **DEAN A. POULOS** **AND JEANNE A. POULOS**, this **WIFE**, **are**, **undersigned**.

STATE OF ILLINOIS, COOK County, ss:

(Space left on this line for Acknowledgment)

Social Security Number ..... 320-54-9410

First Name ..... DEAN A. POULOS  
(Seal) ..... Hontower

Social Security Number ..... 360-38-7127

First Name ..... A. DEAN POULOS  
(Seal) ..... Hontower

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

24. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]
- Advertisible Rate Rider       Condominium Rider       1-4 Family Rider  
 Extended Payment Rider       Planed Unit Development Rider       Rate Improvement Rider  
 Biweekly Payment Rider       Second Home Rider       Biannual Rider

This Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.