

UNOFFICIAL COPY

Form 3014 9-90

ILLINOIS - Single Family - Fannie Mae Freddie Mac Uniform Instrument

Illinois (State) 60025 (Zip Code) (Property Address)

1167 AMHER CT. (Street) GLENVIEW (City)

92069195

PTN #011-26-203-004, 005, 073, 076

THAT PART OF LOT 3 IN AMHER ROAD TOWNSHIP SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 40.78 FEET; THENCE EASTERLY 52.50 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3, 40.97 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, THENCE SOUTHERLY ALONG SAID EAST LINE 40.97 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE WESTERLY 52.50 FEET ALONG THE SOUTH LINE OF SAID LOT 3, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

described property located in Cook County, Illinois.

Instrument and the Note, for this purpose, Borrower does hereby mortgage, grant and convey to Lender the following security of this Security Instrument, and to the performance of Lender's covenants and agreements under this Security Instrument, the payment of all other debts with interest, and all renewals, extensions and modifications of the Note, (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and securities to Lender; (b) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, if not paid earlier, due and payable on FEBRUARY 1, 2007. This Security Instrument 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 FEBRUARY 1, 2007.

75,000.00 (Dollar Amount) 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 FEBRUARY 1, 2007.

SEVENTY FIVE THOUSAND AND NO/100\*\*\*\*\* (Principal Amount)

520 GREEN BAY ROAD, WINNETKA, IL 60093 (Address) which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is

HARRIS BANK WINNETKA, N.A. ("Borrower") This Security Instrument is given to

PRITHI B. WHITTAKER AND SUSAN E. WHITTAKER, HIS WIFE (Mortgagor) is

JANUARY 31, 1992 (Date) This Mortgage ("Security Instrument") is given on

MORTGAGE

520 GREEN BAY RD., WINNETKA, IL (Address)

KRISTIN WENNER (Name)

[Space Above This Line For Recording Data] This instrument was prepared by: [Signature]

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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 condemner 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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*[Handwritten signatures]*

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

22. Release. Lender shall pay any recording costs.

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