

# UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE  
FEB 1992

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92070228

4/15/92  
1993/15

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 13, 1992. The mortgagor is Christine P. Lyngso and Carl C. Lyngso (J) ("Borrower"). This Security Instrument is given to Bank of Northern Illinois, N.A., which is organized and existing under the laws of Illinois, and whose address is 1313 N. Delany, Gurnee, IL 60031. ("Lender"). Borrower owes Lender the principal sum of Ten thousand & 00/100 Dollars (U.S. \$ 10,000.00). 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 July 11, 1992. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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.

Lot 151 in Wyatt and Coons Country Since Unit No. 6 Being a Subdivision of Part of the South East  $\frac{1}{4}$  of the South East  $\frac{1}{4}$  of Section 34, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 04-34-412-057

Commonly known as: 618 Wissing Lane, Glenview, IL 60025

92070228

which has the address of 618 Wissing Lane Glenview  
(Street) (City)  
Illinois 60025 ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

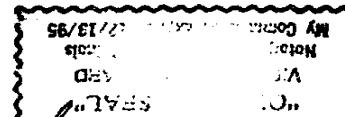
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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BOX 333

Prepared by and return to \_\_\_\_\_  
 Bank of Northern Illinois, N.A.  
 1313 N. Delany Rd.  
 Gurnee, IL 60031  
 (Please Show This Line Recorded for Lender and Recorder)

Prepared by and return to \_\_\_\_\_  
 (Please Show This Line Recorded for Lender and Recorder)



My Commission expires:

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

set forth.

..... signed and delivered the said instrument as, this, ..... free and voluntary act, for the uses and purposes herein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that, I, the undersigned personally known to me to be the same person(s) whose name(s) are ..... do hereby certify that, Christiane P. Lyons and Carl C. Lyons (J) .....  
 ..... a Notary Public in and for said county and state,  
 ..... County ss:

STATE OF ILLINOIS, ..... the undersigned  
 ..... (Seal)

Carl C. Lyons  
 (Seal)  
 Christiane P. Lyons  
 (Seal)  
 (Seal)

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

- Other(s) [Specify] \_\_\_\_\_
- Graduate Payment Rider
- Planned Unit Development Rider
- Adjustable Rate Rider
- Contingent Rider
- 2-4 Family Rider

Instrument the Co-Signer and agreeements of each such rider shall be incorporated into and shall bind and support the security instrument as if the rider(s) were a part of this Security  
 23. Rider(s) to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the Co-Signer and agreeements of each such rider shall be incorporated into and shall bind and support the security instrument as if the rider(s) were a part of this Security

22. Waiver of Homeowner Borrower shall pay all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay all security costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

recipients bonds and reasonable attorney fees, and then to the sums secured by this Security  
 costs of management of the Property and collection of rents, including, but not limited to, recipient's fees, premiums on the Property including those past due. Any rents collected by Lender or the recipient shall be applied first to payment of the rents of recipient prior to collection of any other amounts.

20. Lender in Possession. Upon acceleration of the Property and at any time prior to the expiration following judicial sale, Lender (in person, by agent or by duly appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property until the date specified in the notice, unless collection of rents is limited by judicial proceeding.

but not limited to, reasonable attorney fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding before the date specified in the notice, Lender or its agent may require immediate payment in full of all sums secured by this Security instrument.

extreme case of a default or delinquency to accelerate by judicial proceeding and force sale of the Property. The notice shall further inform Borrower of the right to assert in the notice procedure preceding the non-delivery to the Security instrument, acceleration by judicial proceeding and force sale of the Property. The notice shall further

and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; unless applicable law provides otherwise. The notice shall specify: (a) the details required to cure the default;

defaulter; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; unless applicable law provides otherwise. The notice shall specify: (a) the details required to cure the default;

19. 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the details required to cure the default;

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. 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.

**9. 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, 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.

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.

**10. 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.

**11. 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.

**12. 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.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**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.

**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 had no acceleration 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 paragraphs 13 or 17.

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Securitily Instruments disbursements by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

Fee title shall not merge unless Lender agrees to the merger in writing.

Witnessed and Acknowledged this 19th day of January, 2018, at the City of Long Beach, California.  
In witness whereof, the parties have signed this instrument.  
  
**John Lender and Borrower**  
**John Lender and Borrower**

carer and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender or otherwise agree in writing, security price credits shall be applied to restoration of 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 and Lender's security is not lessened, the insurance proceeds shall be applied to the sums secured by Lender's security or to the sums secured by his Security Instrument, whether or not there are Borrows who have abandoned the Property, or does not answer within 30 days a notice from Lender that he has given to the Borrower 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 his Security Instrument, whichever of the 30-day period will begin

All insurance policies and renewals shall be accepted by, or 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 a, Borrower shall give prompt notice to the insurance underwriter within:

5. **Hazard 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 for which Lender requires insurance. This insurance shall be maintained at least as much as is required to cover the amounts paid for the periods that Lender requires. The insurance carrier shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

**Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:** (a) agrees in writing to the payment in full of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the enforcement of the lien in a manner acceptable to Lender; or (c) sells all of the property subject to the lien to Lender.

3. Application of Payments. Unless applicable by law, providers shall be liable for late charges due under the Note; second, to prepayment charges due under the perils of war clause; and third, to late charges due under the Note.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid to Borrower or credited to Borrower's option, either promptly to pay the escrow items when due, the excess shall be, at Borrower's option, either paid to Borrower or credited to Borrower or on monthly payments of Funds, if the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

The Funds shall be held in an institution or depositories or accounts of which are insured by a federal or state agency (including Lender) or which are members of future screwor items.

basis of current data and estimates of future screwor items.

mortgage insurance premiums, if any. These items are called "screwor items". Lender may estimate the Funds due on the leasehold payments of ground rents on the Property, if any; (c) yearly hazard insurance instruments; and (d) yearly one-twelfth of: (a) yearly taxes and assessments which may strain priority over this Security instrument; (e) yearly leases and fixtures of ground rents on the Property, if any; (f) any other items which may be included in the Funds due on the leasehold payments of fixtures on the Property, if any; (g) yearly hazard insurance instruments; and (h) yearly

Lender may not charge for holding the Funds, analyzing the account or verifying the screwor items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender agree in writing that interest shall be paid on the Funds to pay the screwor items.

Lender may not charge for holding the Funds, analyzing the account or verifying the screwor items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender agree in writing that interest shall be paid on the Funds to pay the screwor items.

Lender shall apply the Funds to pay the screwor items.

The Funds shall be held in an institution or depositories or accounts of which are insured by a federal or state agency (including Lender) or which are members of future screwor items.

UNIFORM COMMERCIAL CODE  
ARTICLE 9 - SECURITY INTERESTS  
Section 9-302. Payment of Prinicipal and Interest; Prepayment and Late Charges.  
1. Payment of Prinicipal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and pay charges due upon or before the date of maturity of 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") equal to