

02169959

02169959

RECORD AND RETURN TO:

NORTHERN TRUST BANK/CHICAGO, N.A.
1501 WOODFIELD ROAD
CHICAGO, ILLINOIS 60678



**LENDERS
TITLE GUARANTY**
4801 Emerson St, Suite 102
Palatine, IL 60067
(708) 303-6203

Space Above This Line For Recording Data

MORTGAGE

20130623

THIS MORTGAGE ("Security Instrument") is given on MARCH 5, 1992
DENIS R. POLLINA
AND LEA NORA POLLINA, HUSBAND AND WIFE

The mortgage is

02169959

("Borrower"). This Security Instrument is given to
NORTHERN TRUST BANK/CHICAGO, N.A.

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 3501 WEST HIGGINS ROAD
CHICAGO, ILLINOIS 60631
Lender's Borrower owes Lender the principal sum of
TWO HUNDRED TWO THOUSAND THREE HUNDRED
AND 00/100 Dollars U.S. \$ 202,300.00

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 APRIL 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:

PARCEL I: LOT 262 IN INDIAN RIDGE, BEING A SUBDIVISION OF THE WEST
HALF (1/2) OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
PARCEL II: AN UNDIVIDED PERCENT INTEREST IN THE COMMON AREAS
APPURTENANT TO PARCEL I, AS SET FORTH IN THE DECLARATION OF
BASEMENTS, COVENANTS AND RESTRICTIONS OF INDIAN RIDGE, RECORDED
AS DOCUMENT NUMBER 25384000, ALL IN COOK COUNTY, ILLINOIS.

04-20-308-013-0000

which has the address of 2352 MORAWK LANE, GLENVIEW
Illinois 60025 (Property Address)
Zip Code

Street, City

23/121

Handwritten initials/signature

LTC# 521331

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FORM 9-88 (REV. 8-88)

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OPPS 1050
Form 3012 9/90

more of the actions set forth above within 10 days of the giving of notice.
this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or
this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over
enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to
writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien
Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in
If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.
to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.
these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly
which may attain priority over this Security Instrument, and leasehold payments or ground rents. If any, Borrower shall pay
4. Charges: Taxes, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

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.
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs
this Security Instrument.

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
Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale
Lender shall promptly refund to Borrower any
Lender's sole discretion.

twelve monthly payments, at Lender's sole discretion.
shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than
time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower
for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any
If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower
debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each
Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower,
applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds.
used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or
a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service
verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such
(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the
The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity
Escrow Items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future
sets a lesser amount. If Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.
1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds
related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of
Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally
the provisions of paragraph 5, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."
if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with
or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;
and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments
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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to
principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the
UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

various by jurisdiction to constitute a uniform security instrument covering real property.
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
instrument. All of the foregoing is referred to in this Security Instrument as the "Property."
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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Unofficial Copy

Form 3024 9 90
OPS 1092



16. Borrower's Copy: It will be given to the Borrower and the Lender and the Security Instrument.

15. Governing Law: This Security Instrument shall be governed by the law of the State of California. The parties agree that any dispute arising out of or from this Security Instrument shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The parties agree that the arbitration shall be held in the County of San Diego, California. The parties agree that the arbitration shall be the final and exclusive remedy for the resolution of any dispute arising out of or from this Security Instrument.

14. Notices: Any notice to be given to the Borrower shall be given to the Borrower at the address set forth in this Security Instrument. Any notice to be given to the Lender shall be given to the Lender at the address set forth in this Security Instrument. Any notice to be given to the Security Instrument shall be given to the Security Instrument at the address set forth in this Security Instrument.

13. Loan Charges: The Borrower shall be responsible for the payment of all charges, including but not limited to, interest, taxes, and other charges, which are assessed against the property. The Borrower shall be responsible for the payment of all charges, including but not limited to, interest, taxes, and other charges, which are assessed against the property.

12. Successors and Assigns Bound: Joint and Several Liability: The obligations of the Borrower under this Security Instrument shall be the obligations of the Borrower, its successors, assigns, heirs, and assigns, jointly and severally. The obligations of the Borrower under this Security Instrument shall be the obligations of the Borrower, its successors, assigns, heirs, and assigns, jointly and severally.

11. Borrower Not Released: Forfeiture by Lender Not a Waiver: The Borrower's obligations under this Security Instrument shall not be released or waived by the Lender's acceptance of any payment or by the Lender's failure to enforce any of its rights under this Security Instrument. The Borrower's obligations under this Security Instrument shall not be released or waived by the Lender's acceptance of any payment or by the Lender's failure to enforce any of its rights under this Security Instrument.

10. Condemnation: In the event of a partial taking of the property, the proceeds shall be applied to the sums secured by this Security Instrument. In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security Instrument. In the event of a partial taking of the property, the proceeds shall be applied to the sums secured by this Security Instrument.

9. Inspection: Lender or its agent may make reasonable inspections of the property and the Security Instrument. Lender or its agent may make reasonable inspections of the property and the Security Instrument. Lender or its agent may make reasonable inspections of the property and the 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, 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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24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) (specify) | |

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

[Signature] _____ (Seal)
 Witness DENIS R. POLLINA Borrower

[Signature] _____ (Seal)
 Witness LEANORA POLLINA Borrower

_____ (Seal)
 Borrower

92169359

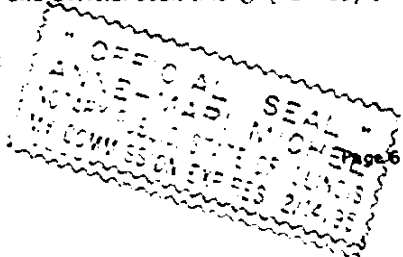
_____ (Seal)
 Borrower

STATE OF ILLINOIS, COOK County ss:
 I, Anne-Mari Michel, a Notary Public in and for said county and state do hereby certify that DENIS R. POLLINA AND LEA NORA POLLINA, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of March, 1992

My Commission Expires



Notary Public

DPS 1094