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RETURN TO:
LaSalle Creek Northbrook
Vernon Hills Office
515 E. Townline Road
Vernon Hills, Illinois 60061

DEPT-01 REC'D(SD) 131.00
T2-1111 1008 5/18 03/04/92 13:37:00
441-11-92-209850
004 CAPT RECORD

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 9, 1992. The mortgagor is Thomas Lee and Lori Finn, as Joint Tenants, both single and never married ("Borrower"). This Security Instrument is given to LASALLE BANK NORTHBROOK, which is organized and existing under the laws of State of Illinois, and whose address is 1200 Sherman Rd., Northbrook, IL 60062. ("Lender"). Borrower owes Lender the principal sum of Two Hundred Thirty Six Thousand And No/100 Dollars (U.S. \$236,000.00). 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 March 9, 1993. 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:

Lot 47 in the Woods of Bartlett Final Planned Unit Development Plan and Plat of Subdivision of part of the East 1/2 of the South West 1/4 of Section 27 and part of the Northwest 1/4 of Section 34, all in Township 41 North, Range 9, East of the Third Principal Meridian according to the plan thereof recorded October 26, 1989 as Document Number 89508616 in Cook County, Illinois.

PIN: 06-34-108-003

92209850

which has the address of 620 Ford Lane, Bartlett,
60103 (Street)
Illinois (City)
(Zip Code)

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.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Product 44713

Form 3014 9/90 (page 1 of 6 pages)

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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 shall be carried by Borrower at Lender's option, optional coverage to protect Lender's rights in the property in accordance with paragraph 7.

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) consents 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 to pay all amounts due under this instrument in full within ten days of notice.

4. **Chargess; 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, if any. Borrower shall pay the obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time due day 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 provide Lender with evidence

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

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 2, Lender shall agree to sell the Property, Lender, prior to the acquisition of sale of the Property, shall supply any Funds held by Lender in the name of acquisition or sale as a credit against the sums received 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 as 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 months payable in Lender's sole discretion.

on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give a Board power, without charge, an account 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.

amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reserves of expenses of future Escrow items or otherwise in accordance with applicable law.

Received payments or refunds results on the Property, if any; (c) yearly hazard or propane insurance premiums; (d) yearly food 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 1, 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 items are called „Escrow items.”

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 which may accrue under the Note, until the Note is paid in full, a sum ("Funds") for taxes and insurance premiums and other charges due under the policies of and mechanics of the debt evidenced by the Note and security instruments which may accrue over this Security Instrument as a lien on the Property; (b) yearly

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.

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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 2 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 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.

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(second of 9 pages) 08/18 11:30 AM

LaSalle Bank Northbrook

LYNNE M. LAUKE

(IV-8) *Worrell* 100

Witness my hand and affix seal this day of November 1992.

Understated and signed this day of March, in the year of our Lord one thousand nine hundred and forty seven, and acknowledged said instrument for the purposes and uses herein set forth.

COUNTY OF
STATE OF
SS: {

000-00050

Page 8800 | This Line for Accounting

Second Security Number 99-56-9117

YORTI FINN (SGB) (SGB)

Second Security Number 310-78-7785

THOMAS LEE BOTTOWICZ (Sear)

to the terms and conditions contained in this Security Instrument.

Second Home Rider

Unit Development Rider

त्रिवेदी शब्दों का अर्थ यह है कि त्रिवेदी वाले वे लोग हैं जिनका जन्म विश्वविद्यालय में हुआ है।

לעון ירושלים

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

- Adjustable Kratie Rider Gundominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Life Development Rider Biweekly Payment Rider
 Kratie Improvement Rider Balloon Rider Other(s) [Specify] _____

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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 it, 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.

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

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23. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

Instruments without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Lender shall pay any recording costs.

21. Judgment Proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this judgment proceeding.

of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument in full if not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full ceasing the non-extension of a default or any other defense of Borrower to remit after acceleration and the right to assert in the foreclosure proceedings.

shall further inform Borrower of his judgment proceeding and the date of the foreclosure sale of the sums secured by this Security Instrument, foreclosing by judicial proceeding and sale of the Property. The notice

of the sums secured by this Security Instrument and the date specified in the notice may result in acceleration being cured; and (d) that failure to cure the default on or before the date specified in the notice must

default; (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the notice must be cured unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action under paragraph 17

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's

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

that relate to health, safety or environmental protection.

used in this paragraph 20. Environmental laws and laws of the jurisdiction where the Property is located

by Environmental Law and the following substances: gasoline, kerosene, motor lampable or toxic petroleum products, toxic

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances

Borrower shall promptly take all necessary remedial actions to cure the default Environmental Law.

regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary,

Environmental Law of which Borrower has actual knowledge. If Borrower has removed any Hazardous Substance or

any government of regulation agency or private party involving the Property and any Hazardous Substance or

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by

to normal residential uses and to maintenance of the Property.

use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be presence

the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence

of any Hazardous Substances on or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting

The notice will also contain any other information required by 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 be given to more charges of the loan Servicer unrelated to a sale of the Note. If there is a change of the loan

(known as the "loan service") that collects monthly payments due under the Note and this Security Instrument, there

instrument may be sold or, or now, times without prior notice to Borrower. A sale may result in a change in the entity

19. Notice of Change of Loan Service. The Note of a partial interest in the Note (together with this Security

entity to receive such note apply) in the case of acceleration under paragraph 17.

summarized and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this

summarized and the obligations secured hereby shall continue until paid in full by Borrower, this Security

instruments, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably

ocurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security

(a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had

Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower:

as applicable law may specify for reinstatement before sale of the Note prior to the earlier of: (a) 5 days (or such other period

enforceable of this Security Instrument at any time prior to the date of this Security Instrument, Lender shall have the right to have

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued

If Lender exercises this option, Lender shall give five days notice of acceleration. The notice shall provide a period

permitted by this Security Instrument. This option shall not be exercised by Lender if exercise is prohibited by federal

law as of the date of this Security Instrument.