

# UNOFFICIAL COPY

✓ This instrument prepared by:

Grace M. Kellerhals  
Bank One - La Grange  
311 S. Arlington Heights Road  
Arlington Heights, IL 60005

92216383

[Space Above This Line For Recording Data]

## MORTGAGE

73545617  
THIS MORTGAGE ("Security Instrument") is given on ..... March 16 ..... 1992.... The mortgagor is ..Timothy G..Miller and Diana M..York-Miller, his wife..... ("Borrower"). This Security Instrument is given to ... Bank One - La Grange....., which is organized and existing under the laws of ..... the state of Illinois ..... , and whose address is 311 S. Arlington Heights Road, Arlington Heights, IL 60005..... ("Lender"). Borrower owes Lender the principal sum of ..One hundred six thousand and no/100..... Dollars (U.S. \$ 106,000.00.....). 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 .... 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; (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 58 IN WALNUT HILLS, UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

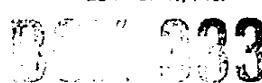
726 Chestnut Court, Bartlett, IL 60103

which has the address of ..... 726 Chestnut Court ..... , ..... Bartlett ..... ,  
[Street] ..... (City)  
Illinois ..... 60103 ..... ("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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(Space Below This Line Reserved For Lender's Use and Records)

A rectangular notary seal with a decorative border containing the following text:

NOTARY PUBLIC, STATE OF ILLINOIS  
RICHARD T. BERNAU  
"OFFICIAL SEAL"  
MY COMMISSION EXPIRES 12/11/95

My Commission expires.

Given under my hand and official seal, this

set forth.

I, ELIZABETH M. MCGEE, a Notary Public in and for said county and state, do hereby certify that TOMAS TAYLOR MCCLURE, JANET M. YORK-MCGEE, 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 THEIR free and voluntary act, to, the uses and purposes therein signed and delivered the said instrument as THEIR.

STATE OF ILLINOIS, County ss:

Instrument and in any ride(s) executed by Borrower and agrees to the terms and conditions contained in this security  
BY SIGNING BELOW, BORROWER AGREES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY  
Instrument and in any ride(s) executed by Borrower and recorded with it.

22. **War of Homestead**, Borrower will right of homestead exemption in the Property.  
23. **Ride's to this Security Instrument**. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend and supersede the terms and conditions of this instrument, except as to the extent that the same conflict with the terms and conditions of this instrument.

20. **Redemption.** In the event of a default or non-payment of any sum due under this Agreement, the Lender may require payment in full of all sums due hereunder prior to the expiration of any period of redemption following judgmental sale. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including reasonable attorney's fees, and then to the sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

and (d) that failure to cure the defect notice is given to borrowers, of which such acceleration of the sums secured by this Security Instrument, foreclosure by judgment and sale of the property. The notice shall further inform borrowers of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of borrower to accelerate and to cure the defect notice. If the default is not cured on or before the date specified in the notice may result in acceleration of the sums but not limited to collection of all expenses incurred in pursuing the remedy provided by judgment, fees and costs of title evidence.

**19. Acceleration of Remedies.** Lenders shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; and (c) the date by which the default must be cured. If the default is not cured by the date specified in the notice, Lenders shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement other than those set forth in paragraphs 13 and 17 unless applicable law provides otherwise).

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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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Security Instrument.

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, at Borrower's option, either promptly repaid to Borrower or credited to Borrower 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.

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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application 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 late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due, and last, to principal due.

**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 owing 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 forfeiture of any part of the Property; 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.

**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 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.

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 19 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. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 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.

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18. Borrower's Right to Remonstrate. 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) after the date of entry of the Proprietary Judgment; or (b) entry of a judgment enforcing sale of the Property Pursuant to Power of Sale contained in this Security Instrument before sale of the Property Pursuant to Power of Sale contained in this Security Instrument may affect the rights of the Borrower under this Security Instrument. Those conditions are contained in this Security Instrument and include the following:

- (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration accrued; (b) cures any default of any other covenants or agreements or payments all expenses incurred in this instrument and the Note had no acceleration accrued; (c) pays all expenses all attorney's 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 obligations to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by obligator to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall remain fully effective as if no acceleration had occurred.

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.

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 the prior written consent of Lender may, at its option, require immediate payment in full of all sums accrued by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security Instrument.

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 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. Note are given effect without the conflicting provision. To this end the provisions of this Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conforming copy of this Note and of this Security instrument.

**13. Reservation Affection Lenders' Rights.** If an enactment of applicable laws has the effect of purposingly changing the meaning of any provision of this Note or this Note purports to affect the rights of any party under this Note, then such provision shall be ineffective to the extent that it purports to change the meaning of any provision of this Note or this Note purports to affect the rights of any party under this Note.

**12. Loan Charges.** If the loan secured by the Security instrument is subject to a law which sets maximum loan charges, and that law is similarly interpreted so that the interest or other loan charges collected or to be collected in part prepares Note of payment to Borrower, under Note of payment to Borrower, if it reduces principal, the reduction will be treated as

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, (1) is co-signing this Security Instrument only to pay debts not referred to in the terms of this Security Instrument, and (2) is not personally obligated to pay debts not referred to in the terms of this Security Instrument.

In the event of a award or settle a claim for damages, Lender may sue to recover the amount due under the note and apply the proceeds, as its option, either to restoration of part of the property or to the sums secured by this Security Instrument, whether or not then due.

In the event of a partial 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 and Lender otherwise agree in writing. In the event of a partial taking of a part 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.

shall give Borrower notice at the time of or prior to an inspection specifically reasonable for the inspection.