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164267

Box 39~

02-93199

This instrument was prepared by:
MARGARETTEN & COMPANY INC
625 NORTH CT. PALATINE, IL 60067

MORTGAGE

60107808

THIS MORTGAGE ("Security Instrument") is given on May 21st, 1992.
The mortgagor is CHARLES R GRYLL,
NADELON GRYLL, HIS WIFE

("Borrower").

This Security Instrument is given to
MARGARETTEN & COMPANY, INC.
under the laws of the State of New Jersey, and whose address is
One Ronson Road, Iselin, New Jersey 08830
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 June 1st, 2007. 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 SIXTEEN (16) IN INDIAN TRAIL UNIT NO. 2. BEING A SUB-
DIVISION OF PART OF THE EAST 12 ACRES (EXCEPT THE WEST 330.0
FEET OF THE NORTH 790.0 FEET THEREOF) OF THE NORTH 18 ACRES
OF THE WEST 30 ACRES OF THE NORTHWEST QUARTER (1/4) OF THE
NORTHWEST (1/4) OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES
OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 1074182.

PIN #05-32-100-26-0000

DEPT-01 RECORDING \$29.00
T#8888 TRAN 5938 06/04/92 11:00:00
\$7989 + E *-92-391816
COOK COUNTY RECORDER
DEPT-11 RECORD - T \$29.00
T#8183 TRAN 5961 06/04/92 12:03:00
\$8073 + E *-92-393199
COOK COUNTY RECORDER

92391816

which has the address of

811 CHILTON LN WILMETTE, IL 60091

("Property Address");

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.

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.

Box 392

2900

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MAR-1285 Page 5 of 5 (Rev. 5/91)

Supplies MAR-1285 (Rev. 5/91) Form 304-9/90

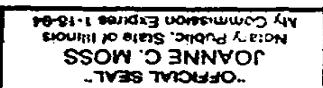
MAIL TO:

ILLINOIS - SINGLE FAMILY - FNMA/FHLMC UNIFORM INSTRUMENT
MARGARETTEEN & COMPANY, INC.
625 N. CHICAGO COURT, 3RD FLOOR
PACIFIC, IL 60057

Supplies MAR-1285 (Rev. 5/91) Form 304-9/90

Form 304-9/90

Notary Public



My Commission expires:

Given under my hand and official seal, this 21st day of May 1992

before me this day in person, and acknowledge that he, she, they signed and delivered the said instrument as his, her, their free and voluntary act, for the uses and purposes herein set forth.

Personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their

MADELON GRYLL, HIS WIFE

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that:

STATE OF ILLINOIS, COOK

SS:

-BORROWER

-BORROWER

MADELON GRYLL, HIS WIFE-BORROWER

COOK CO.

CHARLES R GRYLL-BORROWER

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.

The following riders are attached:
NO RIDERS ATTACHED

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



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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 as if no acceleration had 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 Paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and 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 also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable oil, toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **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 Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower 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 acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of Property damaged, if the restoration or repair is economic 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 lessened, the insurance proceeds shall be applied to a claim, when Lender may collect the insurance proceeds, Lender may elect to restore or replace the Property or abandon the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, when Lender secures by this Security instrument, whether or not lessened, The 30-day period will begin when the notice is given, to pay sums secured by this Security instrument, whether or not lessened. The 30-day period will begin when the notice is given, unless Lender secures by this Security instrument, whether or not lessened to the extent of damage to the Property from damage to the due date. The 30-day period will begin when the notice is given.

Unless Lender secures by this Security instrument, whether or not lessened to the extent of damage to the Property from damage to the due date, the amount of principal shall not exceed or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 of this Agreement, 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, and shall continue to occupy the Property as Borrower's principal residence within sixty days after the execution of this Security instrument and shall establish, and use the Property as Borrower's principal residence for at least one year.

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) contributes in good faith the enforcement against enforcement of the lien in, legal proceeding as which in the Lender's opinion operate to prevent the enforcement of the lien by, or defends the holder of the lien in, legal proceeding as which in the Lender's opinion operate to prevent the enforcement of the lien by, or (c) secures from the holder of the lien an adequate satisfaction to Lender's satisfaction to Lender to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or more of the actions set forth above within 10 days of the giving of notice.

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 which shall not be unreasonable. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval. All insurance policies and renewals shall include a standard war rage clause. Lender shall have the right to hold the policies and shall include a clause standard war rage clause.

All insurance policies and renewals shall be acceptable to Lender and shall include a clause standard war rage clause. Lender shall have the right to hold the policies and renewals. If Lender receives prompt notice to the Lender recips shall have the right to hold the policies and renewals. Borrower shall promptly give to Lender all receipts paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the Lender and Lender may make proof of loss if out made promptly by Borrower.

4. Charges & Lenses. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to or over this Security Instrument, and leasehold payments of 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 in full directly to the person owed payment. Borrower shall 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

3. Application of Payments. Unless payable otherwise, all payments received by Lessee under Paragraph 1 and 2 shall be applied first, to any payment 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender in full or in part of all sums secured by this Security Instrument, less credit(s) so deducted.

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 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

(including lenders in foreign countries) or in any other manner to holdings and applying the Funds, the Escrow items, under terms, which each debtor to the Funds, shall be liable to the Funds for all sums secured by this Security.

Lender on the day money payable under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may be levied or priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood 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 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may require that Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future Escrow items or otherwise in accordance with applicable law.