MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

August

. 19 93 .

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER The mortgagor is A TRUST AGREEMENT DATED AUGUST 9, 1974, KNOWN AS TRUST# 33289

("Borrower").

This Security Instruction is given to Midwest Capital Mortgage Corporation

whose address is 949C North Plum Grove Road, Schaumburg, IL 60173

("Lender").

one hundred forty three thousand and NO/100ths Borrower owes Lender the principal sum of

143,000.00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2008 .Tr.is Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, externions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to prote 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, County. grant and convey to Lender the following described property located in Cook Illinois:

LOT 1 IN COLEMAN'S RESURDIVISION OF LC.S 16 THROUGH 25, INCLUSIVE, IN SUNSET FIELDS UNIT 1, ALSO LOT 6 OF SUNSET FIELDS UNIT 2, ALL IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12 TAYT OF THE THIRD PRINCIPAL MERIDIAN, UNIT 1, RECORDED MAY 16, 1955 AS DOCUMENT 16237344, UNIT 2, MARCH 12, 1957 AS DOCUMENT 16846649 IN COOK COUNTY, ILLINOIS. ERMANENT INDEX NUMBER: 04-16-208-025

> DEFT-01 RECORDINGS \$27,00 7∌0011 45562 ≑ -655675

TOOK COUNTY RECORDER

which has the address of

1901 Greenview Road, Northbrook [Street]

[Cay]

Illinois

60062

("Property Address");

TOGETHER WITH all the improvements now or hereafter crected 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 seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will a 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.

Form 3014 9/90

381.01 (3/91)

UNOFFICIAL COPY

Property of Coot County Clert's Office

UNIFORMI COVENANTS Berrawe and Lerder lowered 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") for: (a) yearly taxes and assessments which may attain 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, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for 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 expenditures of future Escrow Items or otherwise in accordance with applicable law.

Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 Funds held of Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Fund. In accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to ray the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the argunt necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds 5:1d by Lender at

neto by Lender. Il under paza tran 21, Lender stata acquire of sent ine froperty, Enterty, prior to the acquisition of sale as a credit against the sums secured by this Security Instrument.

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

4. Charges; Llens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security. It is unent, and leasehold paymente or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph of the payments directly. Borrower shall promptly furnish to Lender all notices of amounts stol pay them on time directly to the person ranks these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien value has priority over this Security Instrument of the obligation secured by he lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, 1/ga proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against loss be fire, and the lien in the lien in the lander opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien line of the property instrument. Lender may give Borrower a notice id-unifying 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. Haza

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.

6. Occupancy, Preservation, Maintenance and Protection of 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 on; 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 Torfeiture 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 in percentations concerning Borrower's grower'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

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 morngage insurance doverage is negratable Borrover shall ply to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrover 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.

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 sume content of the property.

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 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 are then due.

ine Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless approver 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 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 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 Rebased; Forbearance by Lender Not a Walver. 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 highly of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings agains' 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 and Assigns Bourd: 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 to the Note: (a) is co-signing this Security Instrument only to mortgage, grant and

payment to Borrower. If a refund reduces principal, the faction will be diversed and properly 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 no ice 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 go erned 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

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 rait 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 and of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibite. By federal law as of the date of this

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 poy 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 is 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 Linder all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures on 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.

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

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 or 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. to health, safety or environmental protection.

NON-UNIFORM COVERANTS. 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 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration tollowing 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

without charge to Borrower. Borrower shall 23. Waiver of Homestead. Borrower wa	judicial proceeding. Lender shall be entegraph 21, including, but not limited to, resessing any recordation costs. aives all right of homestead exemption in the company and or more riders are executed by Bereements of each such rider shall be in	citled to collect all expenses incurred in asonable attorneys' fees and costs of title der shall release this Security Instrument or Property. orrower and recorded together with this accomposated into and shall amend and
Adjustable Rate Rider	Condominium Rider	i-4 Family Rider
Graduated Payment Rider Balloon Payer	Planned Unit Development Rider Rate Improvement Rider	Biweekly Payment Rider Second Home Rider
Other(s) [sper dy]		
in any rider(s) executed by concover and reco	DATED AUGUST 9, 1974, AS TRUS	NK AND TRUST COMPANY OF TEE AND NOT PERSONALLY
	BY:	-Borrower
9		
	ATTEST: ITS:	-Воложег
	T COUNTY	Borrower
	0	
	75	-Воттожег
	(Space Below This Line For Acknowledgment)	74
State of Illinois,	County ss:	· S
The foregoing instrument was acknow	viedged before me this day of	, 19 , by
Witness my hand and official seal.		Co

Notary Public

UNOFFICIAL COPY

93655675

Proberty of Cook County Clerk's Office

UNOFFICIAL COPY

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood, and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said. American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security, hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note, provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

and attested by its Assistant Sect	retary, the day and year first above writ	
₹	COMPANY TO	ERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
	Or As Tr	rustee as aforesaid and not personally
\$ \$		By / A Melegy
}		
STATE OF ILLEVOIS		Amenda Secretary
COUNTY OF COOK ' "		
L. M	SOVIENSKI	a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, that	B JUHANSEN DA	MED. Vice-President of the AMERICAN NATIONAL BANK AND TRUST
COMPANY of Chicago, and	Pregory S. Kasprzyk	Assistant Secretary of said Company, who are personally known
to me to be the same persons who	ose names are subscribed to the forego	oing instrument as such Vice-President, and Assistant Secretary,
• • • • • • • • • • • • • • • • • • • •	, ,	that they signed and delivered the said instrument as their own free and astee as aforesaid, for the uses and purposes therein set forth; and the
said Assistant Secretary then and	there acknowledged that he, as custodi	dian of the corporate seal of said Company, did affix the corporate seal
-	-	nd as the free and voluntary act of said Company, as Trustee as aforesaid,
for the uses and purposes therein	set forth.	
•		HUIS GARAGE
GIVEN und	er my hand and notarial seal, this	day of AD 19

Form 1308 R.4/89

YURAN PUBLIC