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Return Recorded Doc to:
Banc One Mortg Co Corporation
9399 W Higgins Rd ad 4th Floor
Rosemont, IL 60018
Attn: Post Closing Department

DEPT-01, RECORDING \$31.00
T00011 TRAN 7519 10/13/93 12:09:00
45172 4 93-819228
COOK COUNTY RECORDER

93819228

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **October 5, 1993**. The mortgagor is

JOHN J. REED & GABRIELLE S. REED, HUSBAND AND WIFE
REED GABRIELLE REED

("Borrower"). This Security Instrument is given to **ADVANCED EQUITY MORTGAGE CORP.**

93819228

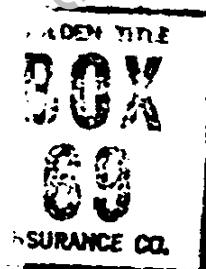
which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **950 N. MILWAUKEE AVENUE, SUITE 202**

GLENVIEW, IL 60025 ("Lender"). Borrower owes Lender the principal sum of **One Hundred Thirty-Eight Thousand Seven Hundred Fifty and No/100 ----- Dollars (U.S. \$ 138,750.00) .**

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 **November 1, 2008**. 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:

P I N # 03-22-180-076

The East 120.00 feet of the West 246.00 feet of Lot 9 in Smith and Dawson's Sixth Addition to Country Club Acres, Prospect Heights, Illinois, being a Subdivision in the West half of the Northwest quarter of Section 22, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded April 10, 1944 as Document Number 13261439, in Cook County, Illinois.



which has the address of **207 W. KENILWORTH** **PROSPECT HTS.** (Street, City).
Illinois **60070** **(Property Address):**
(Zip Code)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
(SR-IL) (9106)

VHP MORTGAGE FORMS - (217)299-8109 - (800)521-7221

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Form 3014-8/90
Amended 3/91
100-100-100

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Bothowers shall promptly disclose to the Proprietary, over the Security Information, all information which may be necessary to determine the cause of the damage or loss, and to take such action as may be necessary to repair the damage or loss.

4. Charges: Lessee, Borrower shall pay all taxes, assessments, charges, fees and impositions arising due to the Property which may arise prior to the Secuity Lien date, and lesseesold payments of ground rent, if any. Borrower shall pay these obligations in due manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on the person owed payment, Borrower shall pay them on the person owed payment to be paid under this paragraph. If any taxes, to interest due, taxes, to principal due, taxes, to any other charges due under the lease.

3. Application of Penalties. Unless applicable law provides otherwise, all payments received by Lenders under partnerships

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the property, shall apply any Funds held by Lender as the sum of acquisition or sale as a credit against the sums secured by this

If the Funds held by Leader exceed the amounts possessed to be held by him applicable law, Leader shall account to Borrower for such amounts exceeding his or her rights as a creditor, and shall pay interest thereon at the rate of six percent per annum.

The Funds shall be held in an account whose deposits are insured by a federal agency, instrumentality, or entity (including out-of-state corporations) which are members of ABA.

1. Payment of telephone and utility bills; telephone bills and large charges. Donations shall probably pay most of the expenses of the Note.

UNIFORM COVENANTS, BOUNDARY AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

Variables by themselves or combined in various ways can cover all properties of real property.

THIS SECURITY INSTRUMENT combines uniform coverages for personal life and non-occupant coverages with limited liability.

will defend & characterize the title to the Property against all claims and demands, subject to any encumbrances or record

grate, and convey the Property and all the Property's fixtures, fittings, furniture, equipment, fixtures, fittings, equipment, and other personal property, including all records, documents, correspondence, and other materials, relating to the Business.

BORROWER COVENANTS shall Borrower's failure to timely pay any amount due under this Note or any other agreement between the parties shall constitute a default under all such agreements.

ALL OF THE PROPERTY IS RETAINED TO THE SECURITY INSTRUMENT AS THE "PROPERTY".
TODAY THERE WILL BE NO CHARGES AGAINST THE SECURITY INSTRUMENT, AND THE SECURITY INSTRUMENT

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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 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 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, 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.

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8. All risks of loss shall be retained by the Insured. The Insured shall pay the Premiums required to maintain the coverage insurance in effect. If, for any reason, the Insured fails to pay the Premiums required to maintain the coverage insurance in effect, the Insurer will not be liable for any loss or damage resulting from such failure.

Any amounts distributed by Lender under this paragraph shall become additional debt of Borrower secured by the Security instrument unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of distribution at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment.

7. Protection of Leader'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 Leader's rights in the Property (such as a proceeding in bankruptcy, probate, for confirmation of forfeiture or to enforce laws or regulations), then Leader may do and pay all costs and expenses of such proceeding, including attorney's fees.

by this Security Interest unless, whether or not then due, The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be susceptible to Leader and shall include a standard mortgage clause. Leader shall have the right to hold the policies and renewals. If Leader renews, Borrower shall promptly give to Leader all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Leader. Leader may sue upon any of the policies for the full amount of loss.

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 regarding car which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires regarding the insurance carried by Borrower relating to the Project. If Borrower fails to maintain coverage in accordance with Lender's option, obtain coverage to protect Lender's interest in the Project in accordance with paragraph 7.

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

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:

John J. Reece

John J. Reece
JOHN J. REECE, REEGO
(Seal)
-Borrower

Gabrielle G. Reece

Gabrielle G. Reece
GABRIELLE G. REECE, HIS WIFE
GABRIELE
(Seal)
-Borrower

STATE OF ILLINOIS,

Cook County, IL

1. The undersigned

a Notary Public in and for said county and state do hereby certify that

John J. Reece and Gabrielle G. Reece, HIS WIFE

, personally known to me to be the same person(s) whose name(s)

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

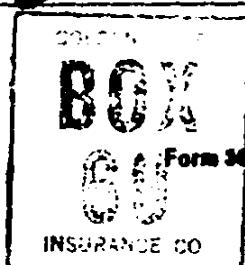
5th day of October, 1993.

- OFFICIAL SEAL
My Commission Expires 4/22/94
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 4/22/94

This instrument was prepared by: PAUL KOUTNIK
BANG ONE MORTGAGE CORPORATION

NR-IL (9105)

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21. ACCORDING TO: Borrower shall give notice to Securitiser prior to Securitisation following Borrower's breach of NON-UNIFORM COVENANTS, Borrower and Lender cover all costs of legal advice and legal expenses;

any coveral of agreement in this Security Instrument (but not prior to access to under strategy 17 unless applicable law provides otherwise). The notice shall specify: (a) the details; (b) the action required to cure the details; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the details must be cured; and (d) that failure to cure the details on or before the date specified in the notice may result in account of the sums secured by this Security Instrument, received or by judicial proceedings and sale of the Property. The notice shall further inform Borrower of the rights to remit after acceleration and the right to enter in the foreclosure procedure of a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured 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 Interest by judicial proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence.

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

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

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

NON-UNIFORM COVERNANTS. Bottower and Lender (unless covered and as so follows)