

UNOFFICIAL COPY

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(000)

10/21/93 15:42:00

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THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
CATHERINE LIST
THE FIRST NATIONAL BANK OF CHICAGO
ONE FIRST NATIONAL PLAZA
HOME MORTGAGE DEPT - 11th FLOOR
CHICAGO, ILLINOIS 60670-3104

Above This Line for Recording Data

MORTGAGE

DEFT-11 RECORD - T \$33.50
T43333 TRAN 4869 10/21/93 15:42:00
48514 # - 93-850738
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on
IRWIN LIST AND JACQUELINE LIST MARRIED TO EACH OTHER

AUGUST 5, 1993

The mortgagor is

("Borrower"). This Security Instrument is given to

THE FIRST NATIONAL BANK OF CHICAGO

93850738

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670

(Lender). Borrower owes Lender the principal sum of SEVENTY FIVE THOUSAND & 00/100

Dollars (U.S. \$ 75,000.00).

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 SEPTEMBER 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:

RELEASING TO JEREG FRAM TORRENS

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

33⁵⁰

REAL ESTATE TAX I.D. # : 04-06-307-002-0000

which has the address of
Illinois

4074 PICARDY DRIVE, NORTHBROOK
60062 ("Property Address").
Zip Code:

(Street, City),

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
KMP-6R(IL) (etam)

U.S. MORTGAGE FORMS - EXHIBIT 102 - 600-521-102

Form 3014 9/90
Amended 5/91
e-mail: 

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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 carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 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 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

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Form 301A/9/90

1-BRIT(1) (1980)

be severable.

15. **Surviving Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

16. **Waiver of Notice.** Lender shall be deemed to have been given to the notice to borrower or Lender within fifteen days of this instrument.

17. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing to the 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 the notice to borrower or Lender within fifteen days of this instrument.

18. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with the Property or any part of the Property, or for any damage to the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

19. **Inspection.** Lender or his agent may make reasonable inspections upon and inspect portions of the Property, Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

20. **Termination.** Lender or his agent may make reasonable inspections upon and inspect portions of the Property, Lender shall give premiums required to maintain insurance in effect, or to provide a loss reserve, until the premium for mortgage that Lender requires provided by an insurer acceptable to Lender against losses arising as a result of a default. Borrower shall pay the premiums may no longer be required, at the option of Lender, a mortgage insurance coverage on the amount and for the period

13. **Loan Charges.** If the loan secured by this Security Instrument or the note evidenced by this instrument changes under the Note, it a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

14. **Notice to Borrower.** Any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower, provided that (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any sums already collected from Borrower, and (c) any excess that Lender and any other holder may agree to extend, modify, forgive or

make any accommodations with regard to the terms of this Security Instrument or the note without that holder's consent.

15. **Assignment.** Lender's interest in the Property under the terms of this Security Instrument, (i) is not assignable, (ii) is not personalty assignable to pay the sum

16. **Waiver of Notice.** Lender's interest in the Property under the Note: (a) is co-signing this Security Instrument only to mortgagee, grant and convey that instrument but does not execute the Note; (b) is co-signing this Security Instrument with co-signer, and (c) is co-signing this Security

17. **Waiver of Right to Extend.** Lender and Borrower shall be joint and several. Any Borrower who signs this Security instrument shall not be entitled to

18. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

19. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

20. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

21. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

22. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

23. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

24. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

25. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

26. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

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30. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

31. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

32. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

33. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

34. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

35. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

36. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

37. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

38. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

39. **Waiver of Right to Extend.** Lender and Borrower shall be liable for payment of such amounts of

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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)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) [specify] | |

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:

Irwin List (Seal)
IRWIN LIST
-Borrower

Jacqueline List (Seal)
JACQUELINE LIST
-Borrower

(Seal) (Seal)
Borrower Borrower

STATE OF ILLINOIS,

Cook

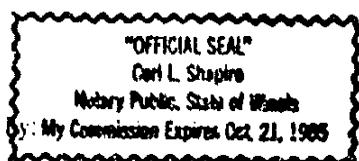
County ss:

I, a Notary Public in and for said county and state do hereby certify that
IRWIN LIST AND JACQUELINE LIST, MARRIED TO EACH OTHER

, 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 August, 1993.

My Commission Expires:



Carl L. Shapira
Notary Public

This Instrument was prepared by: My Commission Expires Dec. 21, 1995

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Form 3014 9/90

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Form 3014 9/90

21. **Wife or of Homestead.** Borrower waives all right of homestead exemption in the Property.
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
subject to, reasonable attorney fees and costs of title evidence.
- Borrower, notwithstanding further demand and any further instrument by which Lender
shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not
Security Instrument without notice, Lender, at his option, may require immediate payment in full of all sums secured by this
due speeded in the notice, Lender, at his option, may require immediate payment in full of the non-extent
of a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured on or before the
Borrower of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the non-extent
by this Security Instrument, Borrower by judgment proceeding and sale of the Property, Lender shall further inform
that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured
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)
applicable law provides otherwise, the notice shall specify: (a) the default; (b) the action required to cure the default; (c)
any agreement or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless
NON-UNIFORM COVENANTS. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of
21. **Acceleration; Remedies.** Lender shall take further covenant and agrees as follows:

- to health, safety or environmental protection.
- Paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that relate
pesticides and herbicides, volatile solvents, materials containing asbestos or mold, and radioactive materials. As used in
Environmental Law and the following subsections, "subsidiaries" are those companies controlled or toxic petroleum products, toxic
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by
necessary remedy in accordance with Environmental Law.
- Borrower has actual knowledge of private party involving the Property and any government of regular authority authority,
removal of other remedies of any Hazardous Substances if necessary, Borrower shall promptly take all
of which Borrower has actual knowledge. If Borrower leases, or is notified by any government of regular authority authority,
removal of regulatory agency of private party involving the Property and any Hazardous Substances if necessary, Borrower shall remove
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any
and to maintenance of the Property.
- Property of small quantities of Hazardous Substances, that are generally recognized to be appropriate to normal residential uses
that is in violation of any Environmental Law. Borrower shall not do, nor allow anyone else to do, anything affecting the Property
Hazardous Substances on or in the Property. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any
instrument required by applicable law.
19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security
acceleration under paragraph 17, and the address to which payments should be made. The notice will also contain any other
given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and
more changes of the Loan Servicer or uncleared to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be one of
as the "Loan Servicer") shall receive monthly payments due under the Note and this Security Instrument. The note also may be one or
Instrument may be sold out of more times without prior notice to Borrower. A sale may result in a change in the entity (known
18. **Borrower's Right to Remit.** Lender may exercise his Security Interest at any time prior to the earlier of (a) 5 days (or such other period as
acceleration of this Security Instrument within certain conditions, Borrower shall have the right to have
by this Security Instrument further notice of demand on Borrower.

- If Lender exercises this option, Lender shall give Borrower notice of acceleration of this period, Lender may invoke any remedies permitted
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
Security Instrument.
- Instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this
Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this Security
sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), without
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
16. **Borrower's Copy.** Borrower shall be given one countersigned copy of the Note and of this Security Instrument.

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REAL ESTATE TAX I.D. # : 04-06-307-002-0000

Property of Cook County Clerk's Office
93856705

LOT 225 IN CHALMERS UNIT NO. 2, BEING A SUBDIVISION IN SECTION 6, TOWNSHIP 42
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF
REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON
SEPTEMBER 7, 1967 AS DOCUMENT 112346202

LEGAL DESCRIPTION RIDER

NORTHBROOK, IL 60062
4074 PICARDY DRIVE
LOAN # 0000540930

Telephone: (312)732-4000
Chicago, Illinois 60670
One First National Plaza
Mail Suite 2166

The First National Bank of Chicago
FIRST CHICAGO