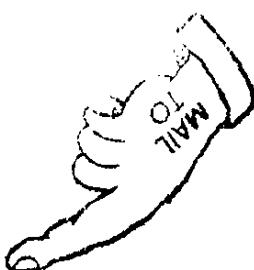


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98.142389



APR 23 1932

DEPT-01 RECORDING \$30.50
766666 TRAN 7687 02/19/93 09:44:11
4479 # *-73-131610
COOK COUNTY RECORDER

This instrument prepared by
and should be returned to:

[Space Above This Line For Recording Data]

MORTGAGE

JENNIFER DEMIRO
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

DEPT-01 RECORDING \$37.50
T\$1111 TRAN 1904 03/05/92 11:31:00
\$6050 + A *-92- 142489
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 28, 1992**. The mortgagor is
MICHAEL A. BOISVERT AND MARIA OTERO-BOISVERT, MARRIED TO EACH OTHER

(“Borrower”). This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO

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
ONE HUNDRED NINETY THOUSAND THREE HUNDRED FIFTY & 00/100

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 **MARCH 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 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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. # : 05332010180000

which has the address of
Illinois

1603 LAKE STREET, WILMETTE
60091 ("Property Address");
[Zip Code]

[Street, City],

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

KMP - ER(IL) 19105

VMP MORTGAGE FORMS • (313)203-8100 • (800)521-7291

Page 1 of 6

Form 3014 9/80
Amended 5/81

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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.

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 1, 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. Section 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.

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 all sums secured by this Security Instrument.

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 more than twelve monthly payments, at Lender's sole discretion.

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 at the time of acquisition or sale 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 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; 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 owed 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 (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.

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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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G. D. H.

Form 3014 8/90

Digitized by srujanika@gmail.com

(010) 8868-0001

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Without charge to Rohower, Rohower shall pay any recordation costs.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to, transferees, heirs and successors of the Purchaser.

limited to, reasonable attorney fees and costs of little evidence.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 17 unless 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 date of 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) 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 remit after acceleration and the right to assert in the foreclosure process, if any, 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 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 attorney's fees, costs and expenses of the defense.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Article 39 of the Chemical Substances and their Manufacture and Importation Control Act.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any party involved in the Project or any other removal or other remediation of any Hazardous Substance affecting the Project as necessary. Borrower shall promptly take all

20. **Hazardous Substances**. Bombs or shall not cause or permit the presence, use, disposition, storage, or release of any hazardous substances or generally recognized as being potentially injurious to health or the environment.

19. Sale of Note or Change of Loan Servicer. The Note or a partial interest in the Note (logically known as the "Instrument") may be sold 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 shall also may be one or two changes of the "Loan Servicer" that will occur under the Note and this Security Instrument. The new servicer will be responsible for all the obligations of the old servicer.

18. Borrower's Right to Remonstrate. If Borrower makes certain conditions, Borrower shall have the right to have a copy of this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remonstrance) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment compelling this Security Instrument. Those conditions are that Borrower shall pay any sums which then would be due under this Security Instrument and that Note as if no acceleration had occurred; (c) pays all default of any other conveyants of the instruments; (d) takes such action as Lender may reasonably require to assure that the instrumented real property is delivered to Lender in the event of its liquidation; but (e) Lender shall not exercise any rights or remedies under this Security Instrument until the instrument has been sold for a period of one year from the date of sale.

If Lender exercises his 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 instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by law.

16. ROTATION & COPY. Rotations shall be given one continuous copy at the rate and of the same kind and manner.

17. TRANSFER OF PROPERTY OR A Beneficial Interest in Bonds. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Bonds is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, at his 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 law as of the date of this instrument. Lender may, at his option, require immediate payment in full of all sums secured by this Security instrument.

made copy of the Note and of this Specification in my possession.

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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 checked="" 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 checked="" type="checkbox"/> Other(s) (specify) <i>Legal description</i> | |

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:

MICHAEL A. BOISVERT

(Seal)
-Borrower

MARIA OTERO-BOISVERT

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS,

Cook County ss:

I, NANCY E. PETRICK, a Notary Public in and for said county and state do hereby certify that
MICHAEL A. BOISVERT AND MARIA OTERO-BOISVERT, 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** he 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 12th day of February, 1982.

My Commission Expires: " OFFICIAL SEAL "
NANCY E. PETRICK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-21-94
This instrument was prepared by DR

Nancy E. Petrick
Notary Public

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(E) Effective Date of Change

My new interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date.

(F) Notice of Change

The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

Micheal A. Boisvert

MICHAEL A. BOISVERT

(Seal)

-Borrower

Maria Otero-Boisvert

MARIA OTERO-BOISVERT

(Seal)

-Borrower

(Seal)

-Borrower

/Sign Original Only

Property of Cook County Clerk's Office

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REAL ESTATE TAX I.D. #: 05332010180000

93131615

EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,
DIVISION OF PRINCIPAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13,
SUBDIVISION OF LOT 1 (EXCLUDING THE WEST 165 FEET) IN COUNTY CLERK'S
LOT 1 IN BLOCK 2 IN SECTION 10 ADDITION TO WILMETTE, BEING A

LEGAL DESCRIPTION RIDER

WILMETTE, IL 60091
1603 LAKE STREET
LOAN # 0000763338

Telephone: (312) 732-4000

Chicago, Illinois 60670

One First National Plaza

32 Main Street 21D6

The First National Bank of Chicago
First Chicago

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Property of Cook County Clerk's Office

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