

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
NORTH SHORE MORTGAGE AND  
FINANCIAL SERVICES, INC.  
578 LINCOLN AVENUE  
WINNETKA, ILLINOIS 60093

95520684

- DEPT-01 RECORDING \$31.00
- T#0011 TRAN 7793 08/08/95 09:54:00
- \$1468 + RV #—95—520684
- COOK COUNTY RECORDER

Prepared by:  
NORTH SHORE MORTGAGE  
WINNETKA, IL 60093

PAC # 773-172  
222-3211855

[Space Above This Line For Recording Data]

MORTGAGE

PAC 165

THIS MORTGAGE ("Security Instrument") is given on AUGUST 1, 1995  
STEVEN A. GRANT  
AND DIANE GRANT, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
NORTH SHORE MORTGAGE AND FINANCIAL SERVICES, INC.,

which is organized and existing under the laws of STATE OF ILLINOIS  
address is 576 LINCOLN AVENUE  
WINNETKA, ILLINOIS 60093  
("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED SIXTY FIVE THOUSAND AND 00/100

Dollars (U.S. \$ 165,000.00 ).

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, 2010. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 11 IN THE COMPLEAT HOUSE ADDITION TO LINCOLNWOOD, A SUBDIVISION OF PART OF LOTS 6 AND 7 IN OWNERS DIVISION OF PART OF THE NORTHWEST AND NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE REGISTRAR OF TITLES, OCTOBER 25, 1939, AS DOCUMENT 837611.

10-14-206-015-0000

which has the address of 9459 LINCOLNWOOD DRIVE , EVANSTON  
Illinois 60203 Zip Code ("Property Address");

Street, City ,

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 5/91  
VMP MORTGAGE FORMS - 18001521-7291  
Initials *JAB*

Page 1 of 6

DPS 1089

3100

# **UNOFFICIAL COPY**

DPS/USDA

1

1

2020

Digitized by srujanika@gmail.com

Holder of such promissory instrument shall have priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the instrument in a manner acceptable to Lender; (b) consents in good faith to a transfer of the instrument to Lender; or (c) secures from the holder of the instrument an agreement satisfactory to Lender stipulating the return of the instrument to Lender.

4. (hereafter "Lessor"), Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may affect this Security Instrument, and leases held payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it has paid in that manner. Borrower shall pay directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

(c) upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender in trust for the payment of taxes, assessments, or other charges.

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. In the amount of the Funds held by Lender at any time is not sufficient to pay theorrow 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 take up the deficiency in no more than twelve months after payment, or Lender's sole discretion.

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 trust from loan bank, Lender shall apply the Funds to pay the escrow items, Lender may not charge Borrower for holding and applying the Funds, usually delaying 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 without charge, an annual accountings of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower and Lender may agree to pay Borrower any interest or earnings on the Funds.

*or a guarantee of compensation and indemnification against claims for damages due to the preparation or delivery of the Note and any prepayment and late charges due under the Note.*

**UNIFORM GOVERNANTS.** Borrower and Lender govern and agree as follows:

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

**BORROWER GOVERNANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, sell, lease, or otherwise dispose of the same.

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtelements, and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this instrument.

# UNOFFICIAL COPY

424-3211855

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.

**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.

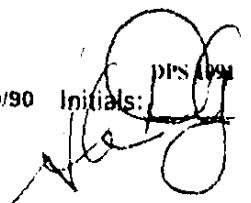
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's 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



# UNOFFICIAL COPY

initials:  
B.M.S.

Form 3014 9/90

5 10 15 20

ANSWER

13. Notices, any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless otherwise directed. Any notice to Lender shall be given by first class mail to

(3). **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 limits; and (b) any sum 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 under any provision of this Note.

accorded by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, shorten or make any accommodations with regard to the terms of this Security Instrument or the Note without first giving notice.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-ventures 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 co-ventures 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 record it, 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

any tortfeasor in interest, any tortfeasor by himself or herself or his or her agent, shall not be a waiver of or preclude the exercise of any right of remedy.

11. Borrower Not Released; Forfeiture Due to 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 of Borrower's successors in interest. Lender shall not succeed to any interest in the property mortgaged by Borrower or any other interest in the property mortgaged by Borrower or any interest in the property mortgaged by Borrower's successors in interest. Lender shall not be entitled to receive any proceeds of the sale of the property mortgaged by Borrower or any other interest in the property mortgaged by Borrower or any interest in the property mortgaged by Borrower's successors in interest.

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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condement 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 of its option, either to restoration of repair of the Property or to the sum

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 [redacted].

10. (Ordemption). The proceeds of any award of damages, direct or consequential, in connection with any Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give notice of inspection which notice may be given in writing at minimum fifteen (15) days prior to the date of inspection.

optional coverage and substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost of coverage previously in effect, from an ultimate mortgage insurer approved by Lender. If cost to Borrower of the mortgage insurance previously in effect, from an ultimate mortgage insurer approved by Lender, is less than the cost of coverage previously in effect, at a cost substantially equivalent to the cost of coverage previously in effect, Lender shall pay the difference between the two costs.

# UNOFFICIAL COPY

222-3211855

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable 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.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

# UNOFFICIAL COPY

DPS 1094

Form 3014 9/90

N.Y. COMMISION EXPIRES 6/25/97  
NOTARY PUBLIC, STATE OF ILLINOIS  
MATERIAL SHEA  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_  
 Given under my hand and affixed seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
 signed and delivered the said instrument as \_\_\_\_\_ THEIR free and voluntary act, for the uses and purposes herein set forth,  
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ They  
 personally known to me to be the same person(s) whose name(s)

the STEVEN A. GRANT AND DIANE GRANT, HUSBAND AND WIFE  
 a Notary Public in and for said county and state do hereby certify  
 that \_\_\_\_\_  
 County ss:

STATE OF ILLINOIS, COOK  
 -Borrower  
 (Seal) \_\_\_\_\_  
 -Borrower  
 (Seal) \_\_\_\_\_

DIANE GRANT  
 STEVEN A. GRANT  
 -Borrower  
 (Seal) \_\_\_\_\_  
 -Borrower  
 (Seal) \_\_\_\_\_

Witnesses:  
 BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and  
 in any rider(s) executed by Borrower and recorded with it.

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument and agreeable to Borrower, Borrower waives all right of homestead exemption in the Property.  
 25. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.  
 26. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.  
 27. Remedies, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph preceding, Lender shall be entitled to collect further demand and may foreclose this Security Instrument by judicial sale secured by this Security Instrument without notice, Lender, at its option, may require immediate payment in full of all sums or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-estoppel of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on demand Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the right to accelerate after judgment and sale of the Property. The notice shall further secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice may result in acceleration of the sums due, failure to cure the default or before the date specified in the notice may result in acceleration of the sums due, failure to cure the default or before the date specified in the notice given to Borrower, by which the default must be cured; and (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 applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default;