

# UNOFFICIAL COPY

95850536

RECORD AND RETURN TO:  
The PrivateBank  
and Trust Company  
10 NORTH DEARBORN  
CHICAGO, ILLINOIS 60602

95850536

Prepared by:  
REBECCA JENSEN  
CHICAGO, IL 60602

DEPT-01 RECORDING \$31.00  
140010 TRAN 3473 12/07/95 10:50:00  
47929 & CLJ \*--95--850536  
COOK COUNTY RECORDER

1510031835

[Space Above This Line For Recording Data]

## MORTGAGE

3100  
Am

REBITLE: #70534 10F2

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 30, 1995. The mortgagor is NORMAN E. WILSON AND MARIANNE WILSON, HUSBAND AND WIFE TENANCY BY THE ENTIRETY

("Borrower"). This Security Instrument is given to The PrivateBank and Trust Company

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 10 NORTH DEARBORN CHICAGO, ILLINOIS 60602

FIFTY THOUSAND AND 00/100

Dollars (U.S. \$ 50,000.00).

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 DECEMBER 1, 2025. 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 GLENWILD PARK BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH 17-1/2 ACRES OF THE NORTH 45 ACRES OF TWO SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

05-31-312-028-0000

BOX 169

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which has the address of 705 FOREST ROAD, GLENVIEW  
Illinois 60025 Zip Code ("Property Address"):

ILLINOIS Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
FBI (FHLB) 10/90 Amended 8/91  
FHA MORTGAGE FORMS 1000071-1291  
Page 1 of 6 Initials: 2n E. LU

Street, City

DPS 1989



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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 leave or 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

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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 those 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 re-statement) 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 attorney 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, law suit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances 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

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ILCS 100A

Form 301A 8/90

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ILLINOIS STATE PUBLIC SERVICE COMMISSION

MATERIALS  
LABOR  
NOTARY PUBLIC  
OF ILLINOIS  
STATE PUBLIC SERVICE COMMISSION

My Commission Expenses:

Given under my hand and official seal, this 20th day of October, 1995  
Signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes above set forth,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
personally know to me to be the same person(s) whom I witnessed.

NORMAN E. WILSON AND MARTIANNE WILSON, HUSBAND AND WIFE TRINITY BY THIS ENTITLED  
STATE OF ILLINOIS, COOK COUNTY AS  
Borrower  
(Seal)

Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)

MARTIANNE WILSON

NORMAN E. WILSON

Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and  
in my ride(r)s executed by Borrower and recorded with it.

21. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the provisions and agreements of each such rider shall be incorporated into and shall supplement  
the conventions and agreements of this Security Instrument as if the ride(r)s were a part of this Security Instrument.  
 Adjustable Rate Rider  
 condominium Rider  
 family Rider  
 fixed rate Rider  
 graduated Payment Rider  
 bridge Improvement Rider  
 second from Rider  
 older(s) [specify]  
 balloon Rider  
 V.A. Rider

22. Release, Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument  
without charge to Borrower, Borrower shall pay any recordation costs.

23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.  
 without charge to Borrower, Borrower shall pay any recordation costs.

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the date specified in the note, escrowable title or other documents in pursuance of the requirements  
provided in this Security Instrument without further demand and may foreclose this Security Interest  
seized by this Security Interest in the note, Lender, at his option, may require immediate payment in full of all sums  
or before the due date specified in the note, or may other demands of Borrower to accelerate and foreclose. If the default is not cured  
within a reasonable time after acceleration and the right to assert in the foreclosure proceeding the  
foreclosure of the rights to retain the note, Lender may sue for the amount due and interest thereon and for damages  
accrued by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The note shall run  
(d) until failure to cure the default on or before the date specified in the note may result in acceleration of the sum  
(e) a date, not less than 30 days from the date the note is given to Borrower, by which the default must be cured; and  
applicable law provides otherwise). The note shall specify: (a) the default (b) the action required to cure the default