

# UNOFFICIAL COPY

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DEPT-01 RECORDING 193.00  
T#0012 TRAN 8164 12/14/95 12:08:00  
\$1906 + CG #--95-870584  
COOK COUNTY RECORDER

0000562812

This instrument prepared by  
and should be returned to:

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

(Space Above This Line For Recording Date)

## MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on  
EDWARD J. BRADLEY, JR. AND NICOLA B. BRADLEY, HIS WIFE,  
AS JOINT TENANTS.

DECEMBER 6, 1995

The mortgagor is

(\*Borrower"). This Security Instrument is given to  
MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 1901 SOUTH MEYERS ROAD, SUITE 300, OAKBROOK TERRACE, ILLINOIS 60181  
(\*Lender"). Borrower owes Lender the principal sum of  
TWO HUNDRED EIGHTY FIVE THOUSAND & 00/100

Dollars (U.S. \$ 275,000.00 ).

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 JANUARY 1, 2011 . This Security Instrument recites 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. # 10-11-322-002-0000

BOX 333-CTI

which has the address of  
Illinois

3038 NORMANDY PLACE, EVANSTON  
60201 (Zip Code) ("Property Address");

(Street, City).

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 4/91  
VHP MORTGAGE CORP. - 000022-7201

Page 1 of 4

*[Signature]*



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Especially when there is a clear-cut difference between the two groups, it is difficult to decide which group has the greater influence over the individual's behavior.

**4. Changes [here].** Moreover until my all cases, associations, changes, those and implications attached to the property

**3. Application of Payments.** Unless application law provides otherwise, all payments received by Lender under Paragraph 2  
securing payment, shall be applied first to any late charges due under this Note, to any late fees due under this Note,  
and 2nd to applicable attorney's fees, to any pro rata unpaid claim(s) due under this Note second, to amounts due under paragraphs 2  
and 3 of this Note, to any other debts, and last, to principal due, to any late fees due under this Note.

If the Fugitives had by law or custom been permitted to live freely as they pleased how, longer still, would it have been necessary to prohibit them from doing so?

The *Fukukō* should be kept in an intimate wine cellar where it is treated by a few amateur hobbyists, or sold off (immediately), if Laidler is such an amateur). In any case, Laidler's *Fukukō*, Laidler's *Shirofukukō*, and Laidler's *Yamahai* are probably the best of their kind. The *Fukukō* is a clear, pale yellow, with a thin, delicate film of yeast on top. It has a very light, delicate flavor, with a slight citrus note. The *Shirofukukō* is a pale yellow, with a thin, delicate film of yeast on top. It has a very light, delicate flavor, with a slight citrus note. The *Yamahai* is a pale yellow, with a thin, delicate film of yeast on top. It has a very light, delicate flavor, with a slight citrus note.

For more information about the study, please contact Dr. Michael J. Koenig at (314) 747-2000 or via email at [koenig@dfci.harvard.edu](mailto:koenig@dfci.harvard.edu).

1. Employment of practical and theoretical Preparatory and the Charters. Correctives shall promptly pay when due the principal of and interest on the debt undertaken by the State and any preparatory and late charges due under the Notes.

**NOTES ON COUNSELLORS** (Continued from page 10) **NOTES ON COUNSELLORS** (Continued from page 10)

**SEARCHWORTH GOVERNANTS** shall therefore be liable for damage resulting from the use of the services of the **SEARCHWORTH** system.

**DISCUSSION** WITHIN ALL THE INFORMATIONAL AREA OF INTEREST TO THE PROPERTY, AND IN ADDITION, WITHIN THE INFORMATIONAL AREA OF THE PROPERTY, ALL INFORMATION AND ACTIVITIES SHALL ALSO BE COVERED BY THIS DOCUMENT.

**RECORDED**

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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 sum 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 sum 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, gives 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 requires 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, and will retain those payments as a force majeure in lieu of mortgage insurance. Loss reser-

Form 3014-9/90

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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.** Shall 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 Reinstat.** 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 ensure 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 COVRNANTS.** 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 applicable law provides otherwise). The notice shall specify: (a) the 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) that 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 reinstate after acceleration and the right to assert in the foreclosure proceeding 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 require immediate payment in full of all sums secured by this Security Instrument without further demand and 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, reasonable attorneys' fees and costs of title evidence.

Form 3014-0198  
100-1

EJB  
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Form 501A 9/00

Rev. 1/94



This instrument was prepared by:

HARRY PHILIP

My Commission Expires:

6/22/11

Citizen under my hand and official seal, this 6/22 day of JUNE, 2011.

Subscribed and delivered to the said Notary, a Notary free and voluntary act, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument, upon seal before me this day in person, and acknowledged this day, 2011.

Personally known to me to be the same person whom (a) personally known to me to be the same person whom (a)

AS JOINT TENANTS.

SHWARD J., BRADLEY, JR., AND SNEZIA A., BRADLEY, HIS WIFE,

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

STATE OF ILLINOIS.

County of  City of

Declarer:  Declarer:   
 (Seal)  (Seal)

Declarer:  Declarer:   
 (Seal)  (Seal)

Declarer:  Declarer:   
 (Seal)  (Seal)

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

- V.A. Rider
- Deed-on-Ride
- Crammed Priority Rider
- Family Priority Rider
- Adjustable Rider
- Contingent Rider
- Second Trustee Rider
- Other(s) [specify] \_\_\_\_\_

24. Riders to this security instrument. If one or more riders are executed by Borrower and recorded together with this  
 security instrument, the documents and information of each such rider shall be incorporated into and affect all applicable  
 terms and conditions of this Security Instrument as if this order(s) were a part of this Security Instrument.

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25. Waiver of Information. Borrower waives all right of inspection and examination in the Property.

Without charge to Borrower, Borrower shall pay any recording costs.

26. 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 recording costs.  
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First Chicago Mortgage Services  
McBride Mortgage Services, Inc.

LOAN # 0000542812  
3038 NORMANDY PLACE  
EVANSTON, IL 60201

## LEGAL DESCRIPTION RIDGE

LOT 13 IN BLOCK 3 IN DAVID P. CURTIN'S SECOND ADDITION TO LINCOLNWOOD, A SUBDIVISION OF THE NORTH 2/3 OF THE SOUTH 10 ACRES OF THE W 20 ACRES OF THE SOUTHEAST 1/4 ALSO THE NORTH 2/3 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 11, TOWNSHIP 61 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. #: 10-11-322-002-0000

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