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DEPT-01 RECORDING \$31.50
T40001 TRAN 4485 07/09/96 10:37:00
#7783 # TD *-96-520628
COOK COUNTY RECORDER

First Line Plus

Mortgage

Loan Number:
1110203350167

31 30

THIS MORTGAGE ("Security Instrument") is given on June 19, 1996. The mortgagor is CRAIG S. MUNRO & JUDITH L. TANNER AKA JUDITH TANNER, HIS WIFE, TENANTS BY THE ENTIRETY ("Borrower").

This Security Instrument is given to The First National Bank of Chicago which is a National Bank organized and existing under the laws of the United States of America whose address is One First National Plaza, Chicago, Illinois 60670 ("Lender"). Borrower owes Lender the maximum principal sum of Twelve Thousand and No/100 Dollars (U.S. \$ 12,000.00), or the aggregate unpaid amount of all loans and any disbursements made by Lender pursuant to that certain First Line Plus Agreement of even date herewith executed by Borrower ("Agreement"), whichever is less. The Agreement is hereby incorporated in this Security Instrument by reference. This debt is evidenced by the Agreement which Agreement provides for monthly interest payments, with the full debt, if not paid earlier, due and payable five years from the Issue Date (as defined in the Agreement). The Lender will provide the Borrower with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time during the Draw Period (as defined in the Agreement). The Draw Period may be extended by Lender in its sole discretion, but in no event later than 20 years from the date hereof. All future loans will have the same lien priority as the original loan. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, including all principal, interest, and other charges as provided for in the Agreement, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 of this Security Instrument to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement and all renewals, extensions and modifications thereof, all of the foregoing not to exceed twice the maximum principal sum stated above. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 103 HOLLYWOOD IN WILMETTE RESUBDIVISION OF PART OF THE WEST 1/2 OF LOT 29 IN COUNTY CLERK'S DIVISION IN SECTION 32, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF LOTS 1, 2, 3 AND 4 IN HOMER'S SUBDIVISION OF LOT 30 IN COUNTY CLERK'S DIVISION IN SECTION 32 AFORESAID IN COOK COUNTY, ILLINOIS.

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(348586) REF TITLE SERVICES # 127-776

Permanent Tax No.: 05-32-311-026

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which has the address of 317 BEVERLY DR WILMETTE, IL 600913010
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, claims or demands with respect to insurance, any and all awards made for the taking by eminent domain, water rights and stock and all 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. There is a prior mortgage from Borrower to FIRSTAR BANK MILWAUKEE, N.A. dated 08/11/95 and recorded as document number 95556207.

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.
- 2. Application of Payments.** All payments received by Lender shall be applied first to interest, then to other charges, and then to principal.
- 3. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, and leasehold payments or ground rents, if any. Upon Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these
Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, license fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts. Borrower may, in good faith and with due diligence, contest the validity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest, penalties or costs, (b) Borrower shall first make all contested payments, under protest if Borrower desires, unless such contest shall suspend the collection thereof, (c) neither the Property nor any part thereof or interest therein are at any time in any danger of being sold, forfeited, lost or interfered with, and (d) Borrower shall furnish such security as may be required in the contest or as requested by Lender.
- 4. Hazard 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 6.

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, Lender's security is not lessened and Borrower is not in default under this Security Instrument or the Agreement. 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.

If under paragraph 19 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.

Observation and Maintenance of Property; Borrower's Application; Leaseholds. Borrower shall not... damage, substantially change the Property, allow the Property to deteriorate, or commit waste. Borrower... in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good... judgment could result in forfeiture of the property or otherwise materially impair the lien created by this... Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in... ph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith... ation, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien... by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower... provide Lender with any material information in connection with the loans evidenced by the Agreement, and if... Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if... acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the... writing.

Action of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements... this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in... such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations),... Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in... Lender's actions may include paying reasonable attorneys' fees, and entering on the Property to make... ment, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make... gh Lender may take action under this paragraph, Lender does not have to do so.

Unless Borrower and Lender agree to other terms of payment, these amounts shall bear... date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from... or requesting payment.

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender... notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

The proceeds of any award or claim for damages, direct or consequential, in connection... shall be paid to Lender.

and shall be paid to Lender.

Missouri Clerk's Office

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11-1-2024

Property of Cook County Clerk's Office

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Mortgage

17. 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 17, "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 17, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

18. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's fraud or material misrepresentation in connection with this Security Instrument, the Agreement or the First Line Plus evidenced by the Agreement; (b) Borrower's failure to meet the repayment terms of the Agreement; or (c) Borrower's actions or inactions which adversely affect the Property or any right Lender has in the Property (but not prior to acceleration under Paragraph 15 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 nonexistence 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 legal proceedings pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this Paragraph 20. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. No Offsets by Borrower. No offset or claim that Borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts due under the Agreement or this Security Instrument or from performing any other obligations contained therein.

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.

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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 the Security Instrument.

X Craig S Munro
CRAIG S MUNRO -Borrower

X Judith L Tanner AKA Judith Tanner
JUDITH L TANNER -Borrower

(Space Below This Line For Acknowledgment)

This Document Prepared By: Veronica Rhodes
The First National Bank of Chicago
One First National Plaza Suite 0203, Chicago, IL 60670

STATE OF ILLINOIS, COOK County ss:

I, MARILYN ELIZALDE, a Notary Public in and for said county and state, do hereby certify that CRAIG S. MUNRO & JUDITH L. TANNER AKA JUDITH TANNER, HIS WIFE, TENANTS
BY THE ENTIRETY

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that JUDITH TANNER signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of July, 1996.

My Commission expires:

"OFFICIAL SEAL"
MARILYN ELIZALDE
Notary Public, State of Illinois
My Commission Expires 11-1-98

Marilyn Elizalde
Notary Public