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COOK COUNTY RECORDER

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281946 MORTGAGE

Mail To [REDACTED] First American Equity Loan Services, Inc. 33 N. DEARBORN #302
MAIL TO ➤ BOX [REDACTED] CHICAGO, IL 60602

November 13, 1995

THIS MORTGAGE ("Security Instrument") is given on
James S. Clark and Debra S. Clark, his wife

The mortgagor is

("Borrower"). This Security Instrument is given to

HARRIS TRUST AND SAVINGS BANK

which is organized and existing under the laws of State of Illinois, and whose
address is 111 West Monroe Street, P.O. Box 755, Chicago, Illinois 60690
(Lender). Borrower owes Lender the principal sum of

Twenty Thousand and 00/100 Dollars (U.S. \$ 20,000.00).
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 October 30, 1996.
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:

THE WEST 70 FEET OF THAT PART LYING EAST OF LOT 19 IN BLOCK 15 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION AND EAST OF THE EAST LINE OF SAID LOT EXTENDED SOUTH AND NORTH OF THE CENTER LINE OF EDGEWOOD LAND (FORMERLY PRAIRIE AVENUE) EXTENDED EAST OF THE 2 ACRES WEST OF AND ADJOINING THE EAST 2 ACRES OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF WINNETKA IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER: 05-18-222-018

[Street, City].

which has the address of 1351 Edgewood Lane, Winnetka, [Zip Code] (Property Address);
Illinois

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90

Amended 5/91

VMP MORTGAGE FORMS 1800/521-7291

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14. Notices: Any notice to Borrower provided for in this Security Instrument shall be given by mailing

(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 thereby interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limits, where (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) if any such loan charge is reduced by the amount necessary to reduce the charge to the permitted limits, the remaining balance of the loan shall be reduced by the amount necessary to reduce the charge to the permitted limits.

12. Successors and Assigns Bound and Severe~~d~~ **Liability**; Co-signers, The successors and agreeements of this Security Instrument shall bind and benefit the successors and assigants of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-signers and agreeements 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 negotiate, earn and convey the instrument or interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sum's received by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without due Banker's consent.

secured by this Security Instrument, whether or not the date specified in 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 condominium offers to make award of 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, as its option, either to restoration or repair of the property or to the sum

10. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for convenience in the use of condemned land and

9. Inspection: Lender or his agent may make reasonable inspections at any time and without notice upon and improvements of the Property. Lender shall give

ability coverage subsistently equivalent to the mortgagelife insurance previously in effect, at a cost substantially equivalent to the mortgagelife premium previously in effect, from the same mortgagelife insurer approved by Lender, less than one-twelfth of the mortgagelife insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgagelife insurance premium being paid by Borrower when the insurance coverage passed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgagelife insurance. Loss reserves paid by Lender may no longer be required, at the option of Lender, if mortgagelife becomes available and is obtained. Borrower shall pay premiums equivalent to minimum mortgagelife insurance in effect, or to provide a loss reserve, until the readmission for mortgagelife coverage ends in accordance with the terms and conditions of the underlying insurance policy.

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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 ("Fund") 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 8, 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 Plan, 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

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8. Mortgagor Insurance. If Lender requires mortgagor insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgagor insurance in effect. If, for any reason, the mortgagor insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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

7. **Protection of Lender's Rights in the Property.** It Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that only significantly affects 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 pursue any and all remedies at law or in equity available to Lender under the terms of this Agreement.

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 2 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 prior to the acquisition.

unless Landlord 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 Landlord's security is not lessened, if the restoration of

This section specifies the actions set forth above within 10 days of the giving of notice.

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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 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

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Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
is signed and delivered the said instrument as John W. [Signature] free and voluntarily act, for the uses and purposes herein set forth.
Given under my hand and affixed seal, this 21st day of December, 1915.

STATE OF ILLINOIS.

Proposed
Bill
An Act to amend the Statute of Limitations.

Approved, [Signature] [Date]

James S. Clark
Debra S. Clark
X-10498 CLK
(Seal) (Seal) (Seal)

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.

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Family Rider	<input type="checkbox"/> Blended Payment Rider	<input type="checkbox"/> Standard Payment Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planmed Term Deviation Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]	<input type="checkbox"/> V.A. Rider
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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, it 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 the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

applicable law provides otherwise). The notice shall specify: (a) the date required to cure the default; (b) the date the default is given to Borrower; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (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 set forth 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 set forth to ensure the date the default is given to Borrower, by which the default must be cured; and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (f) the notice shall specify: (ii) the defaulter; (iii) the action required to cure the default; (iv) the amount of all sums secured by this Security Instrument; (v) the amount of all sums paid by any recordation costs; (vi) the amount of all sums paid by this Security Instrument; (vii) Lender shall release this Security Instrument without charge to Borrower; (viii) Borrower shall pay any recordation costs.

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 13th day of November, 1995 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to HARRIS TRUST AND SAVINGS BANK (the "Lender") of the same date covering the property described in the Security Instrument and located at:

1351 Edgewood Lane, Winnetka, IL 60093

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE MAXIMUM RATE THE BORROWER MUST PAY.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE CHANGES

The Note provides for an initial interest rate of 10.75%. The Note provides for changes in the interest rate, as follows:

(A) Change Dates

The interest rate I will pay may change on the first business day of the month and on that same day thereafter (the "Change Date"). Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index in effect on that Change Date, plus a margin less any applicable discount provided by us. The "Index" is the highest Prime Rate as reported in the Money Rates section of The Wall Street Journal (the "Journal Prime") on that Change Date. The discount gives you the benefit of the lower of the Journal Prime or the prime commercial rate as announced by us on the Change Date (the "Harris Prime"). The discount will at least equal the difference between the Journal Prime and lower Harris Prime.

(C) Calculation of Changes

On each Change Date, the Note Holder will calculate my new interest by two percentage points (2.0%) to the Current Index.

(D) Limits on Interest Rate Changes

My interest rate will never be greater than 18.00%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date.

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

X J. S. Clark
James S. Clark

X D. S. Clark
Debra S. Clark

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