OTE IDENTIFIED

T D LI

UNOFFICIAL COPY

3497829

MORTGAGE

c(18(1)			
THIS MORTGAGE ("Security instrument") is given of Clement S. McPhee, Jr. as Tr		November 4	19 85 The mortgagor is
Clement S. McPhee, Jr. as Ti	tustes, U/T/A dated 2/1/80		
("Borrower"). This Security Instrument is given to Br	ink of Glenbrook		
which is organized and existing under the lews of and whose address is 2301 Pfingsten Road	7123323 713723 727	Illinois	
and whose address is 6501 Frings can Road	orangiam, fiffucia goos:		المارية والمراجعة المريد المريد المريد المريد والمراجعة المريدة المريد المريد المريد والمراجعة والمراجعة والم المراجعة والمراجعة و
("Lender"). Borrower owes Lender the principal sum of	Torty thousand and nov 100		
, Dollare (U.S. \$ 40,000,00		ومناف والمام المناسب والمام المام ال	
This debt is evidenced by Sorrower's Note dated the with Lender obligating Borrower to make monthly payment.	-	•	•
November 4.)230	ints of interest, with the fell goos, it not pu	id attimit one and behanie or	AND AND THE PROPERTY OF THE PR
This Security Instrument security in Lander: (a) the rejection as if such future advances water tierde on the date	leyment of the deat evidenced by the Note i I hereol and recentless of whether or not a	and luture advences made pur Inv advance has been made a	suant 10 the Note to the same on the date of the Security
instrument or whether there is any outstanting indebtedne	se at the time of any future advances; interes	si in accordance with the terms	of the Note, and all renewals,
extensions and modifications; (b) the payment of all other and (c) the performance of Borrower's covenaria rind agre	r sums, with interest, advanced under pare	igraph 6 to protect the securit	y of this Security Instrument;
grant and convey to Lender the following described property SIX (EXCEPT THE EAST 15	erty located in REK CC	SOR	County, Illinois:
· · · · · · · · · · · · · · · · · · ·	•		
IN NORTHFIELD ACRES, BEING A SUBDIVIS			
QUARTER (4) OF SECTION 9, TOWNSHIP 42			•
COOK COUNTY, ILLINOIS, DESCRIBED AS F THE NORTH HALF (4) OF THE SOUTHEAST (The state of the s
DIVISION ENTITLED "HIGHLAND" FILED IN			
INOIS, ON MAY 5, 1920, AS DOCUMENT NU			
"HIGHLANDS" SUBDIVISION 1322.05 FEET			
LOCATED 680.95 FEET EAST OF THE NORTH			
NORTH LINE OF SAID SOUTHEAST QUARTER			
QUARTER (14) THENCE SOUTH ON THE WEST			
THE SOUTH LINE OF THE NORTH HALF (4)			
WEST LINE OF SAID "HIGHLANDS SUBDIVIS			
SAID SOUTHEAST QUARTER (4) 680.70 FEE			, -,
Taxinich has he abbressor-042 & pas ML 124		10.	
Mankham was in a section of the sect	80082	en 118 maj kantilia (1915), eren are salte antiquenta arramen	The Control of the Co

L Cillnois L. LYYYY Rogether with all the improvements now or hereafter erected on the property, and at easements, rights, appurimences, rents, royalties, mineral, oil and gas rights and prolits, water, water rights, and water stock, and all lixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, tog after with each property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower coverants that Borrower is lawfully seized of the estate hereby conveyed and has the right to murigage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, ecsements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

- t. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness and enced by the Note, and tate charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
- Taxes: Insurance; Charges; Liens. Borrower shall pay all taxes, hazard insurance, assessments and other charges, lines and impositions attributable to the Property Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mongage; provided, that Sorrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good falth contest such lien by, or defend enforcement of such lien in legal proceedings which agerate to prevent the enforcement of the lien or forfaiture of the Property or any part thereof
- Hazard Insurance, Sorrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, frazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided. that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be a measonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in tavor of and in form acceptable to Lender. Lender shall have the right to hold copies of the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss If not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds whall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mangage is not thursby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the property is abandoned by Borrower, or If Borrower fails to respond to Lander within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

AL COPY Dacci to

Sobmitted by 会議でなる on so

"Burgenge V at itte"

المجادة المحادث 3497 823

3497828 62 831

98, HV 95 E

500 Shokie BLVD MENTAGH & MOSTON Notified_ Addicora S. Harris

NORTHBROOK, IL. 60062

Property of Cook County Clerk's Office

3497828

UNOFFICIAL COPY

shall pay any recordation costs. 19. Walver of Homestead. Borrower walves all right of homestead of SY SIGNING BELOW, Borrower accepts and agrees to the terms and a	exemption in the Property.	•
and recorded with II.	Clevent Pur Cles	Thy more(s) executed by Borrows
•	Clement S. McPhee, Jr. as Tu 2/1/80	ustee, U/T/A dated
STATE OF ILLINOIS } SS		
COUNTY OF ()	Clament S	MaDhea Ir.
I, the undersigned, a Notary Public in and for the said County and State personally known to me to be the same person whose name is subscribed	is aforesaid, do hereby certify that <u>observed</u> is to the foregoing instrument, appeared before me this	day in person, and acknowledged
that signed, sealed and delivered the said instrument as the release and waiver of the right of homestead.	his free and voluntary act, for the uses and pur	poses therein set forth; including
Given under my hand and Notarial seal (h) 4th and day of	November	10.85
	130 M 13 Val	1. Par
	Notery Public	W. CLERC
1-18	r6	
My commission expires:	19 4	
STATE OF ILLINOIS)		
COUNTY OF 38		
), the undersigned, a Notary Public in and for the said County and State	alore aid, so hereby certify that	
personally known to me to be the same person whose name is subscribed that signed, sealed and delivered the said instrument as the release and waiver of the right of homestead.		
• • • • • • • • • • • • • • • • • • • •		
Given under my hand and Notarial seal, this day of		. 10
	Notary Public	Andread Control of the Control of th
	· S =	
My commission expires:	O ₂₀	

ng judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be emitted to enter upon, take property including those past due. Any tents collected by Lender or the receiver all a supplied first to payment of the sums secured by this Security instrument. Ag ludicial) sele, Lender (in person, by agent or by indicially appointed receiver) shall be entitled to enter upon, take possession or any period or collect the rents of the property including those past due, Any rents collected by Lender or the rents of the possession of the pagenty including those past due, Any rents collected by Lender or the rents of the pagenty including those past due, Any rents collected by Lender or the rents of the pagenty including those past due. Modesession. Upon acceleration under paragraph 16 or abandonment of the property and at any time prior to the expiration of any period of fudicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and managed and managed or a state of the property of the person of any period of the prior to the entitled to enter upon, take possession of any period of the prior to the entitled to enter upon, take possession of any period of the person of the period of the pe

dar as ne oprion may require immediate beymen in run or an auma secured by this decumbric winnous runner demons beymen in run or an auma secured in pursuing the remedias provided in this paragraph 18, ilmited to, reasonable attorneys' less and costs of title evidence. der at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may forecines in fudicial proceeding. Lender shall be smittled to collect all expenses incurred in pursuing the remedias provided in this paragraph 18. enter or may receive arrange and for the control of tall on or before the property. The notice shall further inform Borrower to fine further state accurred by this decurred in the notice shall further inform Borrower to furth or reinstate after acceleration and the right to saxert in the foreclosure. If the default or any other defense of Borrower to acceleration and foreclosure. If the default is not before the detailed on or before the defense of borrower to acceleration and foreclosure. If the default is not burse on or before the defense of borrower to acceleration and foreclosure. the desired for the date specified in the notice may result in acceleration of the sums secured by this Security instruments of the Property. The notice shall further inform Borower of the national schedules after acceleration and the right in the notice shall further inform Borower of the national schedules after acceleration and the right in the solid infinity in the sast of the right acceleration and the right in the result in the right in the right acceleration and the right in the right in the right acceleration and the right in the right in the right acceleration and the right in the right in the right acceleration and the right in the right in the right in the right acceleration and the right in the righ the default; (d) a date, not less than 30 days from the date the notice is given to Borrows, by which the default must be cured; and (d) that lattice or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial. entons removes. Lender sins) give notices to advisore to acceleration management a creation of spreading to acceleration under paragraph 15 univers applicable isw provides otherwise). The notice shall appoint (a) the default (b) a date, not less than 30 days from the date the notice of acceleration and less than 30 days from the date the notice of acceleration the default (c) a date than 30 days from the date the notice of acceleration and acceleration of acceleration of the cure of the cure of the correction of the date than 10 fact that (c) the default (d) the default (d) the default (e) and the cure of the c

ation; Remedies, Lender shall give notice to Borrower prior to accompany and the second of some and the second of second of some and the second of some and the second of second of the enverse, or mensu within within bottower may an europe secured by this Secured with manuments, it comower tens to very tress secured without further notice to very tress secured without further notice to be supplied in Somower and the secured of some secured on Somower and the secured of some secured on Somower and the secured of some secured on Some secured in Somower and secured on Some secured on Some secured in Some secured on Some secured on Some secured in Some secured in Some secured on Some secured in Some secure instructed within which Borrower notice or acceleration. The notice aren provide a period or not less than 30 days from the date of mailed within which Borrower must pay all sums secured by this Security Instrument. If Sorrower falls to pay these sums prior to the cander may invoke any remedies permitted by this Security Instrument further notice or demand on Sorrower. asservises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less from the date of mailed within which Borrower must pay all sums secured by this Becuity instrument. If Borrower falls to pay these sums prior to the date and the date and prior to the date of the date and prior to the date. in the mone is sono or translation, however, this option shall not be exercised by Lander is axion, require immediate payment in rull or an accuracy in the option, tender shall give Botrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date. let or the kraperty or a menericial infateer in aorrower, it all or any part or ine Property or any interest in it is a orrower is sold or transferred) without Lender's prior written someont, Lender may, at its option, require immediate payment in full of all some secured if instrument. However, this option shall not be exercised by Lender if exercise is prohibited by lederal law as of the date of this Security instrument. The of the property or a second in sometimes and the property of any part of the property of any party or a second in sold of the property of any part of the property of any interest in sold of transferred without Lender is prior written sones. Lender may, at its option, require immediate payment in full of this interest to blos at the property of the property of

wer's Copy. Borrower shall be furnished a conformed dopy of the fine of an analysis of the first services of the formation or a mendiolal interest in morrower. If all or any near of the property or a mendiolal interest in morrower. If all or any near of the property or an interest in the property of t enting Law; severability. This Mongage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision the confliction and to this end the provisions of the Mongage and the given eming Law; severability. This Morgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision in which the Property is located. In the event that any provision in which the Note conflicts with applicable law, such conflict shall not affect other provisions of this Morgage or the Note conflicts with applicable law, such conflict after provisions of this Morgage or the Note conflicts with applicable law, such conflict after provisions of this Morgage or the Note or the Note of the Note which can be given

ase as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Moriga or name of the period of the manual designated herein. Any notice provided for in this Moriga or name of the period of the period of the manner designated herein. as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender shall be given by certified mail, return receipt requested to Lender that the sederate shall be given by certified mail, return receipt requested to Lender that the sederate shall be given by notice provided for in this Modgae, citally be deemed to have been given. ment except for any notice by centrate and the property is an interest to the second and the property and th Witten Bacers for any notice required under applicable law to be given in another manner (a) any notice of any notice by centiled mail and became at its Property Address or at another address as Botton via design of the samples with the manner at the property and a seminary design of the samples of the samples and seminary design of the samples and seminary design

the factorish be joint and several. The captions on Lander and borrower, subject to sine provincing or paragraph to network and several. The captions and headings of the paragraphs of this Montgage at a four-densities only and size of the paragraphs of this Montgage at a four-densities only and are not to be used to interpret Movements and passigns abund; don't and several blacking; Capaigns, The Covenants and egisconemic news news news news news news of being and several. The captions and headings of the passigns of this Mortgage of to convenience only and are not to be used to inferpret Mosessors and Assigns Bound; Joint and Several Liebbility; Captions. The covenants havein contained shall bind, and the rights hereints of peragraph 15 hereof. All covenants and spreaments of the provinces of peragraph 15 hereof. All covenants and agreements.

nemedies Cumulative, All remedies provided in this Mongage are distinct and cumulative to any other right or remedy under this Mongage or efforded by each may be exercised concurrently, independently or successively. rot be a waiver of or preciouse the exercise of any auch right or remedy. The producement of insurance or the payment of texas or other liens or charges as waiver of Lander's right to accelerate the maturity of the individues secured by this Mortgage. Monthly by Lender Not a Waiver. Any increase by Lender Not a Waiver. Any increase and the authors in any ingliff any ingliff any ingliff any ingliff and instrument of the average of any such reflected by Lender in a service of or preclude the exercise of any such right or remedy. The meant of insurance or the payment of texes or other liens or charge services of any such right or remedy.

The required to commence proceedings against such successor, in any injuries, the natural for payment and portured and posteriors in interest, in the successor of any demand made by the policy of the successor of any demand made by the policy of the successor in interest. In interest, in interest, in interest, in interest, in interest, in interest. A memore root representation or the time for payment of mountaining and an interest of Borrower and Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower a successor in interest of sequence of commence proceedings against such successor. A filles to saterd time for payment or otherwise modify smortization of the successor. A filles to saterd the such successor of the successor of saterd time for payment or otherwise modify and the such successor. A Borrower Not Released. Extension of the time for payment of modification of amounts of the sums secured of the time for payment of modification of the sum secured. Extension of the time for payment of modification of the sum secured of the time for the sum of the sum of the sum of the sum of the secured of the sum o

Unless Lender and Borrower of herwise agree in writing, etc. we would supplication of proceeds and Borrower of herwise agree in writing, etc. with application of proceeds to principal shall not be segment. I here of or change in a such inetallinent. Interest or change in a such inetallinent. If the Property is abendoned by soviower, or a little that it is a sold of the condemn of the co If the Property is abendoned by Borrower, or colored to Borrower that the condemnor or true proverse print to account of the Property is abendoned by Borrower, or colored by Lender to Borrower that the condemnor or true proverse print to define the colored to Lender within 30 days after the date such notice is authorized to delical and apply the proceeds, at Lender's option,

The event of the proceeds as a support of the process bottower and Lender ornermae agree in writing, there are a parties as a support of the proceeds as a support of the front of the sum sectors of the proceeds as a support of the front of the sum sectors of the Mongage immediately prior to the date of the proceeds paid to solvers.

See the first market value of the Tripper of the date of taking, with the beliance of the proceeds paid to solvers. "ropeny, or part thereor, or an insu or concemination, are necessymbor and and or paid taking of the Property, the proceeds shall be applied to the about of a facilitating of the medical taking of the entire forms according to the about of the proceeds as a medical proportion which the amount of the secured by this Mongage immedialsty prior to that date of taking the secured by this Mongage immedialsty prior to that date of taking the secured by this Mongage immedialsty prior to that date of taking the secured by this Mongage immedialsty prior to that date of taking the secured by the Mongage immedialsty prior to that date of taking the secured by the Mongage immedialsty prior to that date of taking the secured by the Mongage immedialsty prior to that date of taking the secured by the Mongage immedialsty prior to the taking the secured by the Mongage immedialsty prior to the taking the secured that the secured is a process as a process to the medical secured the secured that the secured that the secured that the secured the secured that th

Nembers of any agent inevacing of any award of claim for damages, direct of consequential, in connection with any bondemnation of consequential, in connection with any bondemnation of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking or sury event or channel or channel or consequences, or some operations, or part thereof, or har conveyance in lieu of condemnelson, are hereby assigned and shall be paid to Lender. In the event of a total taking of the processes and the shall be the surface or consequences, and the shall be abunded at the change of the 6. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the property, provided that Lander shall give Borrow. And the substitution of th

Interest, and shall been interest from the date of disbureament at the rate pe, able from time to time on outstanding principal under the would be contrary to applicable law, in which even also mounts shall bear interest at the highest rate permissible under the interest at the highest rate permissible under the interest at the highest rate permissible under any expense or take any action hereunder. gege, unsee borrower and Lenger agree to other terms or payments, such amounts areal bear interest at the highest rate permissible under the Mote under the Under with the transmitted with the state of the s Any smounts discussed by Lender pursuant to this paragraph of with interest thereon, and commercial accommendation of her ferms of payments, such amounts shall be payable upon notice and Lender to Scrower secures in a file of the cale Any amounts disbursed by Lender pursuant to this paragraph 8 with interest thereon, shall become additional indebteadness of Borrower and Lender so other ferms of payments, such amounts shall be payable upon notice from Lender to Borrower required by this is

mongage insurance as a condition of making the loan secured by this Mongage, Borrower shall pay the premiums required to making the total secured by this Mongage, Borrower shall pay the premiums required to maintain auch insurance in accordance with Borrower's and Lender's written agreement or applicable law. Borrower's and Lender's written agreement or applicable law. Borrower provide tenders interest, including, but not imited to, discursement or reservishe shows see and shriv upon the Property to making the loan secured by this Mondage, Borrower shall pay the premiums requirement for auch insurance is mainteen in accordance with Borrower's and Lender's written agriculture in auch insurance is insurance in accordance with Borrower's and Lender's written agreement or applicable insurance in accordance with Borrower's and Lender's written agreement or applicable insurance in accordance. and tere such action as is necessary to protect cancers interest, including, but not limited to disbursement of reservations for interests interests, including, but not limited to disbursement of reservishes storney's less and sniry upon the property to making the policy of the making the policy of the protects as a condition of making the loss secured by this Mortgage, Borrower shall pay the premiums required to making installable included in the premium required to making installable in the premium required to th or proceedings involving a Dankruph or secretaris, then Lander's including, but not be such actions at its necessary to protect Lander's including but not limited to, disburses in disburses including, but not limited to, disburses including, but not limited to, disburses and sees and sees and sees including, but not limited to, disburses and sees and sent vipon the property to make repairs. If Lander is including the property in the property of the property in the property in the property of the property se commenced which merenery energia Lander's interesting but not immitted to, eminers commenced may make such appearance, by an accedentation of decedent, then Lander's option, upon notice to Borrower may make such appearances, disbures and take such appearances, disbures and take such appearances, disbures and take such appearances, disbures ago, A proceedings involving a bankruph or decedent, then Lender's at Lender's porgram to borrower make and sometimes of the property, inditialing, but not limited to, eminent domain, insolvency, code entonement, or entering or decedent, then Lender's obtion, upon notice to Borrower make such appearances, disburse such

A protection of Lendey's Security. If Borrower tails to perform the covernants and sgreements contained in this Morgage, or if any action or proments which materially affects Landey's interest in the Property, including, but not limited to, sminent domain, insolvency, order and action or smanger of the property, including the influence of the property of the property. 4. Preservation and Melmananoe of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or commit impairment or

the and interest or solvower in and to any insurance policies and in and to respond entering the strain of the sums secured and of the sums solvower in and the sums secured by this Mongage immediately prior to sale of administration and administration and administration and administration and administration to allow the property of installments reserved to in persgraph 1 hereof of ohenge the amount of euch installments. If under persgraph 16 hereof the property is addulted by the and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the proceds thereof resulting from damage to the property prior is addulted by this Montgage immediately prior to such ask or addulation. Unitess Lender and Sorrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postone in the such installments if under paragraph 16 hereof or postone in a such installments. If under paragraph 16 hereof the process of the process o Whedord and to noti