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3497829

MORTGAGE

NOTE IDENTIFIER

THIS MORTGAGE ("Security Instrument") is given on November 4, 1985. The mortgage is given by Clement S. McPhee, Jr. as Trustee, U/T/A dated 2/1/80

("Borrower"). This Security Instrument is given to Bank of Glenbrook which is organized and existing under the laws of Illinois and whose address is 2901 Pfingsten Road, Glenview, Illinois 60025

("Lender"). Borrower owes Lender the principal sum of forty thousand and no/100 Dollars (U.S. \$ 40,000.00).

This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides that Borrower has opened a credit line with Lender obligating Borrower to make monthly payments of interest, with the full debt, if not paid earlier, due and payable on November 4, 1980

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note and future advances made pursuant to the Note to the same extent as if such future advances were made on the date hereof and regardless of whether or not any advance has been made as of the date of this Security Instrument or whether there is any outstanding indebtedness at the time of any future advances; interest in accordance with the terms of the Note, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 Ill Cook County, Illinois:

LOT TWENTY SIX (EXCEPT THE EAST 150 FEET THEREOF, AS MEASURED ALONG THE NORTH LINE OF SAID LOT), IN NORTHFIELD ACRES, BEING A SUBDIVISION OF THAT PART OF THE NORTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 9, TOWNSHIP 42, NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 9, WITH THE WEST LINE OF THE SUBDIVISION ENTITLED "HIGHLAND" FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 5, 1920, AS DOCUMENT NUMBER 113983; THENCE NORTH ALONG THE WEST LINE OF SAID "HIGHLANDS" SUBDIVISION 1322.05 FEET TO A POINT IN THE NORTH LINE OF SAID SOUTHEAST QUARTER (1/4) LOCATED 680.95 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER (1/4); THENCE WEST ON THE NORTH LINE OF SAID SOUTHEAST QUARTER (1/4) 680.95 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER (1/4) THENCE SOUTH ON THE WEST LINE OF SAID SOUTHEAST QUARTER (1/4) 1322.70 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SOUTHEAST QUARTER (1/4) LOCATED 680.70 FEET WEST OF THE WEST LINE OF SAID "HIGHLANDS" SUBDIVISION", THENCE EAST ON THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SOUTHEAST QUARTER (1/4) 680.70 FEET TO THE PLACE OF BEGINNING.

Tax ID # 04-09-400-042 & 045 ML 1245 Western Avenue Northbrook Illinois 60062 ("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, water, water rights, and water stock, and all fixtures 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, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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 Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **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 Mortgage; provided, that Borrower 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 faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

3. **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 such other hazards as Lender may require 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 unreasonably 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 favor 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. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby 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 Lender 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.

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1/23/93 1917

NO DUPLICATE

3 4 9 7 8 2 8

3 4 9 7 8 2 8

PROPERTY OF THE

FEB 23 9 56 AM '88

Submitted by _____

Address _____

Notified _____

3 4 9 7 8 2 8

Notified _____

S. Harris

OLSON & HOFFMAN

500 STOKIE BLVD

NORTHBROOK, IL. 60062

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

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

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.

Clement S. McPhee, Jr.
Clement S. McPhee, Jr. as Trustee, U/T/A dated
2/1/80

STATE OF ILLINOIS }
 } SS
COUNTY OF }

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Clement S. McPhee, Jr. personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth; including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this 4th day of November, 19 85.

Richard B. Goldstein
Notary Public

My commission expires: 1-18, 19 86.

STATE OF ILLINOIS }
 } SS
COUNTY OF }

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth; including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this _____ day of _____, 19 _____.

Notary Public

My commission expires: _____, 19 _____.

3497828

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly payments... 1. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of or acquisition shall pass to Lender in and to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition... 2. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, involuntary code enforcement, or any other action or proceeding involving a bankrupt or decedent, then Lender at Lender's option, but not limited to, may cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to the date of such entries... 3. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or part thereof, or for any such inspection specifying reasonable cause therefor related to Lender's interest in the Property, shall become additional indebtedness of Borrower secured by this Mortgage... 4. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection... 5. Insurance. Lender shall pay the premiums required to maintain such insurance in the event of a total taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower... 6. Borrower Not Released. Extension of the time for payment of such installment... 7. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative... 8. Waiver of Defenses. Borrower shall not be required to commence proceedings against such successor or assignee in any manner... 9. Subrogation. Lender shall be subrogated to all rights and remedies of the lender... 10. Assignment. Lender shall be bound by the provisions of this Mortgage... 11. Governing Law. The mortgage shall be governed by the law of the jurisdiction in which the mortgage is located... 12. Severability. This mortgage shall be governed by the law of the jurisdiction in which the mortgage is located... 13. Notices. Any notice to Borrower provided for in this Mortgage shall be deemed to have been given... 14. Entire Agreement. This mortgage and the notes secured hereby constitute the entire agreement between Lender and Borrower... 15. Counterparts. This mortgage may be executed in counterparts... 16. Electronic Delivery. Lender may deliver this mortgage electronically... 17. Electronic Signature. Lender may deliver this mortgage electronically... 18. Electronic Acknowledgment. Lender may deliver this mortgage electronically... 19. Electronic Recording. Lender may deliver this mortgage electronically... 20. Electronic Filing. Lender may deliver this mortgage electronically... 21. Electronic Delivery of Documents. Lender may deliver this mortgage electronically... 22. 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