

# UNOFFICIAL COPY

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Bankforms, Inc.

3969180

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 31, 1991. The mortgagor is Blair Johnson and Lisa Bracher Johnson, his wife ("Borrower"). This Security Instrument is given to HARRIS BANK GLENCOE-NORTHBROOK, N.A., which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 333 Park Avenue, Glencoe, Illinois 60022. Borrower owes Lender the principal sum of Two hundred thirty-two thousand and no/100 Dollars (U.S. \$ 232,000.00). 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 June 1, 2022. 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 EAST 1/2 (EXCEPT THE WEST 2 FEET THEREOF) OF LOT 20 AND ALL OF LOT 21 IN BLOCK 2 IN FIFTH ADDITION TO GLEN OAK ACRES A SUBDIVISION OF THE NORTH 20 ACRES OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 04-25-107-022

which has the address of 1006 Pleasant Glenview, Illinois 60025 ("Property Address");  
[Street] [City]  
[Zip Code]

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.

ILLINOIS—Single Family—Prairie MacFreddie Mac UNIFORM INSTRUMENT

Form 3014 07/00 (page 1 of 6 pages)

Prepared By and Mail To: Harris Bank Glencoe

333 Park Avenue  
Glencoe, Illinois 60022

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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, 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. (Check applicable box(es))

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) (specify)      |   |   |

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.

Witnesses:

*Blair Johnson*

(Seal)  
—Borrower

Social Security Number..... 353-48-4711

*Lisa Bracher Johnson* (Seal)

Lisa Bracher Johnson —Borrower

Social Security Number..... 454-29-6717

STATE OF ILLINOIS, ..... Cook ..... County ss:

I, ..... The Undersigned ..... , a Notary Public in and for said county and state, do hereby certify that ..... Blair Johnson and Lisa Bracher Johnson, His Wife ..... , personally known to me to be the same person(s) whose name(s) are ..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ..... signed and delivered the said instrument as ..... their ..... free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this ..... 31st ..... day of ..... JUNE ..... 19 ..... 91 ..  
My Commission expires:



(Space Below This Line Reserved For Lender and Recorder)							
Submitted by <i>John C. Orosco</i>	Address 3969180	Promisee Deed 3969180	Deliver duplicate Address C. C. I. / OROSCO	Trust	Deliver original Address 3969180	Notified Form 2014 800 4 of 4 pages	Deed 3969180

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## 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 ("Funds") 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. § 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 loan, 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 this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**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.

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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 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.

**22. 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.

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

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8. Mortgagage LienPriority. If Lender required mortgage insurance as a condition of making the one received by this payee, the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring 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 ceases to be in effect, Borrower shall pay the premiums required to obtain coverage subsequently equivalent to the mortgage insurance previously in effect, from a lender whose mortgage insurance is not available to the cost substantially by Lender. If subsequently equivalent to the 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 is suspended or canceled to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loan reserve payments may no longer be required, at the option of Lender, if insurance coverage (in whole or in part) is reinstated. Lender will pay to Lender the insurance coverage in full if Lender receives payment of the amount due under the note.

Any amount distributed by Lender under this paragraph 7 shall become additional debt to Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, those 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 requiring

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 finally affect Lender's rights in the Property, Lender may institute a proceeding in bankruptcy, probable, for condemnation or foreclosure or to enforce laws or regulations, such as a proceeding in bankruptcy, probable, for condemnation or foreclosure or to enforce laws or regulations, or any other proceeding, to protect his interest in the Property.

Unless Lenther and Bortzower otherwise agree in writing, any application of proceeds to principal shall not extend or purport to change the amount of monthly payments referred to in paragraph 1 and 2 of the paymants.

Unless a 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 threatened. If the restoration or repair is not economically feasible or Lender's security would be threatened, the insurance proceeds shall be applied to the security instrument, whether or not then due. The 30-day period will begin when the notice serves a claim, or does not answer within 30 days a notice from Lenders that the insurance carrier has offered to abandon the Property, or does not accept within 30 days a notice from Lenders that the insurance carrier has offered to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice serves a claim, or does not answer within 30 days a notice from Lenders that the insurance carrier has offered to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice serves a claim, or does not answer within 30 days a notice from Lenders that the insurance carrier has offered to pay sums secured by this Security Instrument, whether or not then due.

All insurance policies and renewals shall be accepted by Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals until payment in full is made on all obligations of the Borrower. Lender may make proof of loss if not made promptly by Borrower.

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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), the transferee shall be liable to the Lender for the payment of the principal amount of the Note and interest thereon at the rate provided in the Note.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located, such conflict of law provisions of this Security Instrument and the Note shall not affect other provisions of this Security Instrument or the Note which purport to govern the relationship between the parties without the consent of the parties.

any preparatory measures charge under the Note.

13. **Loan Charges.** If the loan accrued by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Under my choice to make this refund by reducing the principal owed under the Note or by making a partial prepayment in full to Borrower, the reduction will be treated as a partial payment without detriment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without detriment to Borrower.

proposes to make any accommodations which regard to the terms of this Decree may be required by the parties thereto.

waiver of or preclude the exercise of any right of remedy.

12. **Successors and Assigns; Board; Joint and Several Liability; Co-signers.** The covenants and agreements of

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions

of Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions

of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security

Instrument but does not execute the Note: (a) is co-signing this document only to mortgage, grant and convey the

property under the terms of this Security Instrument; (b) is not personally obligated to pay the

borrower's interest in the property under the terms of this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify,

or renew the term of the Note.

to the summa auctoribus by this Securit y Instrumentum, whereby all the summa auctoribus  
lithes Leader and Borrower wherewere afferre in writing, any application of proceeds to principal shall not exceed  
the due date of the maturit y paym ents referred to in paragraphs 1 and 2 or change the amoun t of such paym ents.  
11. Borrower Not Releas ed, Preterarre by Leader Not a Waller. Extension of the time for payment or  
dilication of amortization of the summa auctoribus by this Securit y Instrumentum granted by Leader to any auctor in intercet  
Borrower shall not operate to release the liability of the original Borrower or Borrower's auctoress in intercet. Leader  
shall not be required to come in prece t of his Securit y Instrument by reason of any demand made by the original  
Borrower modify amortization of the summa auctoribus by this Securit y Instrument by reason of any right or remedy shall not be  
available to Borrower's auctoress in intercet. And, if there be any auctor in exercis ing any right or remedy shall not be

9. [Redacted]. Lender or its agent may make reasonable efforts upon and inspection of the Property. Lender shall demandation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby agreed.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

Borrower notices at the time of or prior to an inspection specifying reasonable cause for the inspection.