

UNOFFICIAL COPY

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2011/0117 02 002 Page 1 of 1
2001-12-10 15:59:00
Cook County Recorder 53.50

prepared by *[handwritten signature]*

Return To:

FIRST UNION MORTGAGE CORPORATION
1100 CORPORATE CENTER DRIVE - NC4723
RALEIGH, NC 27607-5066



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

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MORTGAGE

MIN

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DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **November 21 2001**, together with all Riders to this document.

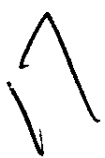
(B) "Borrower" is

ROBERT L WEISMAN
MARILYN WEISMAN

HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.



(D) "Lender" is **FIRST UNION MORTGAGE CORPORATION**

Lender is a **CORPORATION**
organized and existing under the laws of **NORTH CAROLINA**
Lender's address is **1100 CORPORATE CENTER DRIVE**
RALEIGH, NC 27607-5066

(E) "Note" means the promissory note signed by Borrower and dated **November 21 2001**
The Note states that Borrower owes Lender **Two Hundred Fifty Thousand and no/100**

Dollars

(U.S. \$ **250,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than **December 1 2011**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> B weekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify] * |

* LEGAL DESCRIPTION

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to
time, or any additional or successor legislation or regulation that governs the same subject matter. As used
in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard
to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage
loan" under RESPA.

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Lender's assessments shall be an Escrow Item. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and Items." At origination or at any time during the term of the Loan, Lender may require that Community Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under be applied first to any prepayment charges and then as described in the Note. more Periodic Payments, such excess may be applied to any late charge due. Voluntary prepayments shall paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a reduce the principal balance of the Note.

applied first to late charges, second to any other amounts due under this Security Instrument, and then to under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due 2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all Instrument.

the Note and this Security Instrument or performing the covenants and agreements secured by this Security might have now or in the future against Lender shall relieve Borrower from making payments due under principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay payments in the future, but Lender is not obligated to apply such payments at the time such payments are current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan Lender may return any payment or partial payment if the payment or partial payments are insufficient to such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Payments are deemed received by Lender when received at the location designated in the Note or at

instrumentality, or entity; or (d) Electronic Funds Transfer. provided any such check is drawn upon an institution whose deposits are insured by a federal agency, by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, due under the Note and this Security Instrument be made in one or more of the following forms, as selected Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments currency. However, if any check or other instrument received by Lender as payment under the Note or this pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

Borrower shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or

more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was carried by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's provide Lender with material information) in connection with the Loan. Material representations include, consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or **8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give restoration.

Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. **7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not circumstances exist which are beyond Borrower's control.

Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating **6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the unpaid under the Note or this Security Instrument, whether or not then due.

Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim Section 2.

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in

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and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured and fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value, unless amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund. (b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "capitive reinsurance." Further: (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund. (b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

If the Loan 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 limit; and (b) any sums already collected from Borrower which exceeded permitted

fees that are expressly prohibited by this Security Instrument or by Applicable Law. Lender may not charge fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge in regard to any other fees, the absence of express authority in this Security Instrument to charge a specific Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Borrower's obligations and benefits under this Security Instrument shall not be released from Borrower's obligations and benefits under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

11. Miscellaneous Proceedings. All Miscellaneous Proceedings that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2. All Miscellaneous Proceedings that are hereby assigned and shall be paid to Lender. Any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or claim for damages that are attributable to the impairment of Lender's interest in the Property. Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or claim for damages that are attributable to the impairment of Lender's interest in the Property. Acceleration has occurred, reinstated as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or claim for damages that are attributable to the impairment of Lender's interest in the Property. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceedings or the party against whom Borrower has a right of action in regard to Miscellaneous Proceedings.

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 given in accordance with Section 15 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.

Applicable Law. If Lender exercises this option, Lender shall not be exercised by Lender if such exercise is prohibited by written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by not a natural person and a beneficial interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in the Property is sold or transferred) without Lender's prior written consent, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

18. Transfer of the Property or a Beneficial Interest in Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument. Borrower shall take any action. "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law.

Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument 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.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that

Section 20. Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure Law provides a time period which must elapse before certain action can be taken, that time period will be other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by individual litigant or the member of a class) that arises from the other party's actions pursuant to this Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an assumed by the Note purchaser unless otherwise provided by the Note purchaser.

to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is new Loan Servicer, the address to which payments should be made and any other information RESPA Servicer, Borrower will be given written notice of the change which will state the name and address of the one or more changes of the Loan Servicer intended to a sale of the Note. If there is a change of the Loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects the Note (together with this Security Instrument) can be sold one or more times without prior notice to

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in right to reinstate shall not apply in the case of acceleration under Section 18. obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions,

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

22. 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 Section 18 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 Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Lender for an Environmental Cleanup.

remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary by any governmental or regulatory authority, or any private party, that any removal or other remediation of Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any other action by any governmental or regulatory agency or private party involving the Property and any Lender shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

Property of Cook County Clerk's Office

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Handwritten Signature]
MARILYN WEISMAN

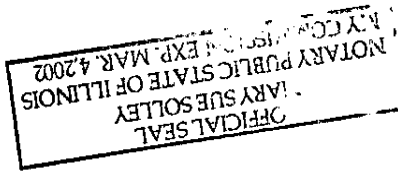
[Handwritten Signature]
ROBERT L WEISMAN

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office



Notary Public
[Handwritten Signature]

My Commission Expires:

person(s) known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 21 day of Nov 2001.

Robert G. Weisman

STATE OF ILLINOIS,
I, *Robert G. Weisman*,
a Notary Public in and for said county and
County ss: *Cook*
state do hereby certify that

UNOFFICIAL COPY

0011165874

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IL 60008

ALTA Commitment
Schedule A1

NO.: R94690

PROPERTY ADDRESS: 910 DORSET DRIVE
NORTHBROOK, IL 60062

LEGAL DESCRIPTION:

LOT 14 IN WESTVIEW UNIT NUMBER 2, BEING A SUBDIVISION IN SECTION 7,
TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: C4-07-105-014

Property of Cook County Clerk's Office