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DEPT-01 RECORDINGS \$33.00
T19999 TRAN 2908 12/08/93 15:25:00
#2865 1) 91-023-004-123
COOK COUNTY RECORDER

03606123

Please Above This Line For Recording Data?

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 4, 1993. The mortgagor is YEVGENY S. RAPOPORT AND YEVGENIA L. RAPOPORT, HIS WIFE ("Borrower"). This Security Instrument is given to REGENCY SAVINGS BANK, A FEDERAL SAVINGS BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 24 N. WASHINGTON STREET, NAPERVILLE, IL 60566 ("Lender"). Borrower owes Lender the principal sum of THIRTEEN THOUSAND AND NO/100***** Dollars (U.S. \$13,000.00). 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 NOVEMBER 28, 2000. 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:

LOT 14 IN BLOCK 1 IN GLENVIEW PARK MANOR UNIT NUMBER 6, A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PN#09-12-3D4-009

SEE APPENDIX A

000006123

which has the address of 2407 GREENFIELD GLENVIEW

Illinois ... 60025..... ("Property Address");
[Zip Code]

GLENVIEW

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Spoon Family—Finger Mac/Fiddle Mac UNICORN INSTRUMENT

Product 14713

Form 2014 - Page 1 of 6 pages

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Form 3014 8/90 page 2 of 6 pages

may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

for the periods that Lender retains. The insurance carrier providing the insurance shall be chosen by Borrower subject to inclusion of flood or flooding, for which Lender requires insurance which shall be maintained in the amounts and the property insured against loss by fire, hazards included within the term, "extincted coverage", and any other hazards, 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on

satisfy the lien or take title to or more of the actions set forth above within 10 days of the giving of notice.

may obtain priority over this Security instrument, Lender may give Borrower a notice identifying the lien to this Security instrument, if Lender determines that any part of the Property is subject to a lien which prevents the transfer of the lien, or (c) secures from the holder of the lien an assignment satisfactory to Lender, within the instrument of the lien, or (d) legal proceedings which in the Lender's opinion operate to prevent the lien by, or defends against enforcement of the lien in a manner acceptable to Lender; (b) comes into good agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) Borrower shall promptly disburse any lien which has priority over this Security instrument unless Borrower:

under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing payment to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid on time directly to the named provider in paragraph 2, or if not paid in this case, Borrower shall pay them shall pay these obligations in the manner provided in paragraph 2, or if not paid in this case, Borrower shall pay the property which may attain priority over this Security instrument, and leasehold payments of ground rents, if any, Borrower

4. Charges: Lien. Borrower shall pay all taxes, assessments, charges, taxes and impossibilities attributable to the

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

any Funds held by Lender, if, under paragraph 2, Lender shall receive or sell the Property, Lender, prior to the acquisition of the Property, shall apply any funds held by Lender in the amount received by Lender to the sum

of sale of the Funds held by Lender, unless security for this Security instrument, Lender shall promptly return to Borrower

any sums held by Lender to pay all taxes, assessments, charges, taxes and impossibilities attributable to the

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

any time each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security

for which each debt to the Funds was made, unless security is taken up the deficiency in such cause

on the Funds, Borrower and Lender, agree in writing, however, that interest shall be paid on the Funds, Lender shall

in case of applicable law requires, unless, unless security is taken up the deficiency in such cause

to make such a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate

account, or certify filing the tax items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to

pay the escrow items, Lender may not charge Borrower for holding and applying the escrow

including Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

responsible for the expenses of future Escrow items or otherwise in accordance with applicable law.

amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current daily and

another day than applies to the Funds less a lesser amount, if so, Lender may, at any time, collect and hold Funds in an

Federal Settlement Procedures Act of 1974 as amended from Lender for Borrower's account the maximum

amount a Lender for a federal mortgage loan may require for Borrower under the federal Real

items are called "Escrow items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum

to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgagor insurance premiums. These

flood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly

(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 day monthly payments which may attain priority over the Property;

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall

the principal of and interest on the day monthly payments are due under the Note, until the Note under the Note,

1. Payment of Principal and Interest: Prepayments shall be as follows:

UNIFORM COVENANTS, Borrower and Lender agree as follows:

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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:

Yevgeny S. Rapoport(Seal)
YEVGENY S. RAPORT -Borrower

Social Security Number.....342-78-8955

Yevgenya L. Rapoport(Seal)
YEVGENIA L. RAPORT

Social Security Number.....342-78-8119-Borrower

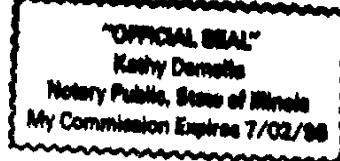
[Space Below This Line For Acknowledgment] _____

STATE OFILLINOIS
COUNTY OFWILL } SS:

I, KATHY DE MELLO, a Notary Public in and for said county and state, do hereby certify that YEVGENY AND YEVENIA RAPORT, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be THEIR free and voluntary act (his, her, their) and deed and that THEY, executed said instrument for the purposes and uses therein set forth. (he, she, they)

Witness my hand and official seal this 4TH day of DECEMBER, 1993.

My Commission Expires:



Kathy De Mello(SEAL)
Notary Public

This instrument was prepared by.....

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8. **Mortgage Insurance.** If Lender requires mortgagor to make up the deficiency in insurance coverage, Lender shall pay the premium 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 premium required to obtain substitute coverage equivalent to the previous coverage in effect, from an alternate mortgagor insurance company, if substitute 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 to cover the same period or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance premiums paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender shall pay to Borrower the amount of the yearly mortgage insurance premium being paid by Borrower to cover the same period or ceased to be in effect, plus interest thereon at the rate of 12% per annum, until the deficiency ends in accordance with any written agreement between Borrower and Lender or applicable law.

Any intuitions distributed by *Landreth* under this paragraph shall become additional debt, Borrower secured by this Security instrument. Unless Borrower and *Landreth* agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Rate and shall be payable, with interest, upon notice from *Landreth* to Borrower requesting

7. Protection of Leander'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 significantly affect Leander's rights in the property, Leander may take action under this provision.

6. Occupancy, Reservation of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the 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 the underlying circumstances exist which are beyond Borrower's control. Borrower shall not be liable for damage or impairment of the Property to the extent of depreciation, whether civil or criminal, is begun during his ownership if any forfeiture action or proceeding, whether civil or criminal, or committal waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun during his ownership if any forfeiture action or proceeding, whether civil or criminal, or committal waste on the Property. Borrower shall be liable for result in forfeiture of the Property, notwithstanding his good faith in impairing the same. Security Instruments in Lender's possession shall be provided in paragraph 1B, by causing the action of security in interest, Borrower may cure such a defect and remit, as provided in paragraph 1B, by causing the action of security in interest, Borrower shall also be liable for any damage resulting from his failure to provide the security instruments to Lender in accordance with the terms of this Security Instrument.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount payable to the beneficiary prior to the acquisition shall pass to the extent of the sums secured by this instrument.

All insurance policies and rewards shall be incapable to Lender and shall include a standard mortgage clause, Lender shall have the right to hold the policies and renewals and shall render ready-to-use premiums and renewals. If Lender renders premiums and renewals, it shall promptly give to the insurance carrier and of paid premiums and renewals. In the event of loss, Borrower shall promptly notice to the insurance carrier and of paid premiums and renewals. In the event of loss, Borrower shall promptly notice to the insurance carrier and Lender may make good of loss if not made promptly by Borrower.

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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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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 it is beneficial interest in Borrower is sold or transferred and Borrower is not a natural

15. **(Covering Law) Severability.** This Security Instrument shall be governed by federal law and the law of the state applicable within the continental United States.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to first class mail unless applicable law requires use of another method. The notice shall be directed to the property address or any other address by notice to Lender. Any notice to Lender shall be given by delivery to the first class mail to Lender's address listed herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

13. **Joint Guarantees.** If the loan accrued by this Security Instrument is subject to a law which sets maximum loans 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; then: (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any sum already collected from Borrower under this Security Instrument will be reduced to Borrower. 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 affecting the Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-contractors and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-contractors and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-contractors and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the terms of this Security instrument. (a) is co-signing this Security instrument only to mortgage, grant and convey that instrument, but does not execute the Note; (b) is co-signing this Security instrument only to pay the terms secured by this Security instrument; and (c) agrees that Lender, and any other Borrower may agree to extend, modify, forgive or waive any continuation clauses with regard to the terms of this Security instrument or the Note without Borrower's consent.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

- (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the taking, Any balance shall be paid to Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.
- If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned officers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the award of damages.

9. Inspection. Lender or its agents may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned to Lender.

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APPENDIX A

LENDER AND BORROWER AGREE THAT ALL ADVANCES MADE, AND TO BE MADE, PURSUANT TO THE TERMS HEREOF SHALL HAVE AND CLAIM THE SAME PRIORITY AS ANY FUNDS PREVIOUSLY OR CONTEMPORANEOUSLY ADVANCED HEREUNDER. THE PARTIES AGREE THAT ALL FUNDS ADVANCED HEREUNDER SHALL BE ADVANCED NO LATER THAN TEN YEARS FROM TODAY'S DATE. IT IS FURTHER AGREED THAT IN NO EVENT SHALL THE AMOUNT OF THE ADVANCE MADE HEREUNDER EXCEED THE SUM OF \$3,000.00

03/06/2022
Property of Cook County Clerk's Office