UNOFFICIAL COPY Please Cax a copy 03072640 ASAP at 708) 475-7384

DEPT-01 RECORDINGS

\$33.50

T#9999 TRAN 2272 12/29/93 07:35:90 110994 31 *--93~-072646 COOK COUNTY RECORDER

GOLD ADVANTAGE LINE MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 23, 1993

The mortgagor is David I. Weiner, divorced and not since remarried ("Borrower"). This Security Instrument is given to DEERFIELD FEDERAL SAVINGS AND LOAN ASSN
which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 745 DEERFIELD LOAD, DEERFIELD, IL 60015 ("Borrower"). This Security Instrument is given

THE NOTE ("AGREEMENT") PRO'ISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE DOES NOT LIMIT THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME. THE NOTE LIMITS THE MAXIMUM RATE THE BORROWER MUST PAY.

INTEREST RATE AND MONTHLY PAYMENT CH. 1977

The Note ("Agreement") provides for an initial interest rate of 7.4 %. The Note provides for changes

in the interest rate and the monthly payman;s as follows:

Change Dates

the interest rate I will pay may change on the fir to day of September, 19 , and on that day every year thereafter. Each date on which my interest rate could change is called a "Change Date".

The Index (B) The Index
Beginning with the first Change Date, my interest rate will be based on an Index. The index is the
greatest Prime Rate as appears in the "Money" Section of the Wall Street Journal, Midwest Edition, on
the 25th day of July each year. If the Prime Rate does not appear in said Wall Street Journal, or if
the Wall Street Journal is not published on the 25th day of July, the most recent Wall Street Journal
prior to the 25th day of July in which the Prime Rate appears will be used. If the index ceases to
exist, the Corporate Borrowing Rate of the First National Jank of Chicago existing on the 25th day of
Suly of each year will be used. The most recent index figure vailable as of July 25th (or otherwise,
as herein above set forth) before each change date is carried in Current Index.

(C) Calculation of Changes Saly of each year will be used:

as herein above set forth) be

(C) Calculation of Changes

(C) Calculation of Changes

Before each Change Date, the Lender will calculate my new interest rate by adding four and four-tenths percentage point (4.40%) to the Current Index. Subject to the limits stated in Section (D) below, this amount will be my new interest rate until the next Change Date.

Any change in my interest rate will change the amount of the regular payment due under the "Minimum Payment" provisions of the Agreement.

(D) Limits on Interest Rate Changes

My interest rate will never be greater than 99% per annum.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Lender will notify me of any changes in my interest rate and the amount of my monthly payment on the periodic statement.

This Security Instrument secures to Lender: (a) the repayment of the debt evidence by the Note ("Agreement"), 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:

SEE EXHIBIT "A" ATTACHED

Contract 33.5/1

PIN 06-24-114-024

which has the address of 227 Whitewood Streamwood Illinois 60107 ("Property Address"); (Tip Code)

(Street!

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TOGETHER WITH all the improvements now or hereaften 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

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 seised 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.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges and other charges due under the Note.

2. Application of Payments. Unless otherwise agreed or required by applicable law, payments and other credits under the Note will be applied in the following order; to (a) late charges and other charges; (b) any amounts that exceed your Credit Limit; (c) FINANCE CHARGES; and (d) unpaid principal.

3. 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 Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall make these payments directly, and Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall make these payments directly, and Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument other than the prior montrage hereinafter described, unless Borrower: (a) agrees in writing to the payment of the obligation of cured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends gainst enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating 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.

4. Hazard or Property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance. Borrower shall keep the improvements now existing or hereafter developed 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 with held of the 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 6.

coverage when any will be marketimed in the secunts and for the periods the women will be a considered approval insurance carrier providing the finurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably we dead. If Borrower fails to maintain coverage described above, which shall not be unreasonably we dead. If Borrower fails to maintain coverage described above, lender any, at Lender's apicton, other coverage to protect Lender's rights in the Property in account of the property of the policies and renewals. It has been accounted the property of the policies and renewal include a standard mortage clause. Lender shall be well to hold the policies and renewal includes a standard mortage clause. Lender shall be well be properly by borrower.

All insurance properly ply borrower.

For the property properly dive to Lender all years to be properly and the properly of the monthly properly of the properly of the properly of the monthly properly of the properly of the properly of the monthly properly of the properly of the properly of the monthly properly of the properly of the properly of the properly o

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 in which the fair market value of the Property immediately before the taking, unless 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 provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change

amount of such payments.

shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

9. Borrower Not Released; Porbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subjust to the provisions of paragraph 15. Borrower's covenants and agreements shall be joint and several Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forter or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and this 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, th

method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender facil be given by first class mail to Lender's address stated 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 in

this paragraph.

13. Governing Law, Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts 10th applicable law, such conflict shall not affect other provisions of this Security Instrument or 102 Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be governable.

14. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

15. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest is it is sold or transferred (or if a bineficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lenler's prior written consent, Lender may, at its option, require immediate payment in full of all sums sicured 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 the lender shall give Borrower notice of acceleration. The notice shall provide a period of not legs than 30 days from the date the notice of adelivered or mailed within

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 12 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.

18. Hazardous Substances. Forrower 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 anywhere also to do, anything affecting the Property that is in violation of any Environmental Law. The

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

take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 18, "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 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that

containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph is, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. 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 15 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property, 21. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Security Instrument unenforceable according to the property of the payment of the property of the payment in full of all sums secured by this

20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
21. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument under waiting, pursuant to Paragraph 19. If Lender exercises this option, Lender will notify Borrower, in writing, pursuant to Paragraphs 12. 15 and 19 of acceleration, no fiture advances under the Agreement ("Note"), Lender vill notify Borrower, in writing, pursuant to Paragraphs 12, 15 and 19 of acceleration, no fiture advances under the Agreement may be made.

23. Release. Spr. Tayment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security Instrument, upon payment by Borrower of a reasonable fee for the preparation and delivery of a release deed. Borrower shall pay any recordation costs.

24. Prior Mortgage. (1) The Borrowers affirm that they are the obligors under a note secured by a mottage, in the origina (um of S. 72.800.00 DOLLARS, dated July 30, 1993 and recorded on ARMS, 4, 1993 in the Revorder's Office of COOK County, Illinois, as Document No. 03(09.60.1) and hereby specifically agree that when and if they permit said note or mortgage to become in default under any of height terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph of 5. (b) Borrower further covenants and agrees to maintain their above-described first mortgage account and covenants of their first mortgage and tote. In the event has the borrower hereunder fails to keep said first mortgage account fully [Strike if Inapplicable]
25. Riders to thi

25. Riders to this Security Instrument. If one or or re 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)]

Condominium Rider	Planned Unit D.velopment Rider
1-4 Family Rider	Second Home Rider
Other	

See Gold Advantage Line Mortgage Rider attached hereto and made a part hereof in ch modifies and amends A and B of this document.

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.

Daw T. Wenn (Seal)	(Seal)
David I. Weiner	-Borrower
(Seal)	(Seal)
-Borrower	-Borrower
STATE OF ILLINOIS,	County ss:
I, Margaret M. Madden and state, do certify that	, a Notary Public in and for said county
David I. Weing: , personally known to	o me to be the same person(s) whose name(s) He
subscribed to the foregoing instrument, appeared before	ore me this day in person, and acknowledged tha
igned and delivered ine said instrument as His nd purposes herein set forth.	free and voluntary act, for the uses
Given under my hand and official seal, this a	3AB day of DECEMBER 1002
y Commission expires:	
Ox C	MAGARETT MOROLOGIC
his instrument was prepared by and mail to:	()
Patrice c. Barra for	"OFFICIAL SEAL"
Deerfield Federal Savings	Mergeret M. Madden Notary Public, State of Illinois
(Address) 745 Deerfield Rd	My Commission Expires 8/31/97
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	The Clark's Office

Property of County Clark's Office



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PARCEL II: Essement appurtenant to and for the benefit of Parcel I for ingress and egress as set forth in the Declaration of Essements, Restrictions and Covenints recorded as Document Number 26623192 and as amended by Document Number 26798539 and as created by deed recorded as Document Number 27068281 all in Cook County,

Cook County, Illinois.

Office

along said line, a distance of 67.75 feet to the point of heginning in point of beginning, thence North 7 degrees, 55 minutes 12 seconds West bearing of south 7 degrees 55 minutes as seconds East, drawn from the distance of 38,96 feet to the intersection with a line, having a said lot 7, thence North 86 degrees 38 minutes 7 seconds East, A said Westerly Line a distance of 65.64 feet to the South West Corner of said Lot 7, thence South I? degrees 51 minutes 00 seconds East along course, a distance of 50.16 feet to a coint on the westerly line of degrees 4 minutes 48 seconds west at light angles to last described Distance of 61.33 feet to the point of beginning, thence South 82 Curvature; thence South 7 degrees 55 Minutes, 12 Seconds East, A the Morth Line of said Lot 7, a distance of 58.8 feet to a point of said Lot 7; Thence North 89 degrees 30 minutes 29 seconds West, along Meridian, described as follows: Commencing at the North East Corner of of Section 24, Township at Morth, Range 9, East of the Third Principal being a subdivision of part of the East Half of the North West Quarter That part of Lot 7 in Block 5 in Streamwood Green Unit 5 PARCEL 1:

EXHIBIT 'A'

Atoporty of Cook County Clork's Office

63072640

GOLD ADVANTAGE LINE MORTGAGE RIDER

This GOLD ADVANTAGE LINE RIDER is made this 23rd day of December 93, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

227 Whitewood

Streamwood Il 60107

[Property Address]

The GOLD ADVANTAGE LINE MORTGAGE is modified as follows:

A Change Date?

The interest rate I will pay may change on January 1, 1995. The interest rate may change again on the first day of September, 1995, and on that day every year thereafter (the "Charge Date").

Beginning with the first Change Date, my interest rate will be based on an Index. For the first Change Date, the index is the greatest Prime Rate as appears in the "Money Rates" Section of the Wall Street Journal, Midwest Edition on November 25, 1994. If the Prime Rate does not appear in said Wall Street Journal, or if the Wall Street Journal is not published on November 25, 1994, the most recent Wall Street Journal prior to November 25, 1994, in which the Prime Rate appears will be used. If the index ceases to exist, the Corporate Journal Rate of the First National Bank of Chicago existing on November 25, 1994, will be used.

After the first Change Date, beginning with the September 1, 1995, Change Date, the index is the greatest Prime Rate as appears in the "Money" Section of the Wall Street Journal, Midwest Edition, on the 25th day of July of each year. If the Prime Rate does not appear in said Wall Street Journal, or if the Wall Street Journal is not published on the 25th day of July, the most recent Wall Street Journal prior to the 25th day of July in which the Prime Rate appears will be used. If the index ceases to exist, the Corporate Borrowing Rate of the First National Bank of Chicago existing on the 25th day of July of each year will be used. The rost recent index figure available as of July 25th (or otherwise, as hereinabove set forth) before each change date is called the "Current Index".

The initial Annual Percentage Rate is not based on the margin used to make later rate adjustments. The initial Annual Percentage Rate of 7.4% is in effect through December 31, 1994. Rate information will be provided on or with each periodic statement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this GOLD ADVANTAGE LINE MORTGAGE RIDER.

Decol I. Wein	(Seal)
 David I. Weiner	-Borrower
bavia it Meiner	(Seal)
	-Borrower
	(Seal)
	-Borrower
	(Seal
	-Borrower

Property of Coot County Clerk's Office