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PREPARED BY and
RETURN TO:

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04028292

DEPT-01 RECORDING

\$37.50

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COOK COUNTY LOAN NO P15500-B

(Space Above This Line For Recording Date)

MORTGAGE

NOVEMBER 22ND

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 22ND, 1994. The mortgagor is NYRA COHEN, a Widow and not since remarried, ("Borrower"). This Security Instrument is given to NELLS TOWNSHIP SCHOOL CREDIT UNION, which is organized and existing under the laws of ILLINOIS, and whose address is 7201 NORTH LINCOLN AVENUE, SKOKIE, ILLINOIS 60077 ("Lender"). Borrower owes Lender the principal sum of TWENTYNINE THOUSAND FIVE HUNDRED EIGHTY AND 91/100THS Dollars (U.S. \$ 29,580.91). 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 DECEMBER 30, 1999. 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:

UNIT 4148-A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN DEARLOVE COVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25288521 AND FILED AS DOCUMENT NUMBER LR3137379, IN THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS IS A JUNIOR MORTGAGE

PERMANENT TAX INDEX NUMBER: 04-32-401-125-1001 VOL.134

which has the address of 4148 COVE LANE, GLENVIEW, IL 60025 (Street) (City)
Illinois (Zip Code) ("Property Address");

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
~~2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.~~

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections 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 or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured 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 the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers 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 sums secured by this Security Instrument, whether or not 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 paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance 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.

12. Successors and Assigns; 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, subject to the provisions of paragraph 17. 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, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded 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 any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall 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.

15. 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 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 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.

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My Commission expires.

Given under my hand and affixed seal this 22nd day of November 1996

act forth.

• Person usually known to me to be the same person(s) whose name(s) I have
• subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
• signed and delivered the said instrument in his free and voluntary act, for the uses and purposes herein

I, MARY COHEN, do hereby certify that MARY COHEN, a widow and one whose name is mentioned above, is a Notary Public in and for said County and State.

STATE OF ILLINOIS
County of

Social Security Number	Social Security Number
— Borrower	— Borrower
(Seal)	(Seal)
MYRA CONNELL	
— Borrower	
(Seal)	

100

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Trained Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Specified Semimonthly Payment Rider	<input checked="" type="checkbox"/> Second Home Rider
<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Specified Monthly Payment Rider	<input type="checkbox"/> Other

21. Acceleration of any co-ventures or agreements in this Security Instrument prior to acceleration following Borrower's default; and (d) that failure to cure the defect within 30 days from the date the notice is given to Borrower, by which time the defaulter has provided alternative security. The notice shall specify: (a) the defaulter; (b) the action required to cure the defaulter; and (c) a date, not less than 30 days from the date the notice is given to Borrower, on which date the defaulter shall pay all amounts due and payable otherwise.

22. Remedies. Lender shall give notice to Borrower prior to acceleration of any co-venture or agreement under Paragraph 17 unless application for acceleration is made to the notice date specified above; (b) the defaulter to Borrower, not prior to acceleration of any co-venture or agreement in this Security Instrument (but not later than 30 days from the date the notice is given to Borrower, by which time the defaulter must be cured); and (c) that failure to cure the defect within 30 days from the date the notice is given to Borrower, by which time the defaulter has provided alternative security. The notice shall specify: (a) the defaulter; (b) the action required to cure the defaulter; and (c) a date, not later than 30 days from the date the notice is given to Borrower, on which date the defaulter shall pay all amounts due and payable otherwise.

23. Waiver of Homestead. Borrower shall pay any recording costs.

24. Waiver to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the rider(s) and agreements of each such rider shall be incorporated into and shall amend and supplement the co-ventures and agreements of each such rider(s) as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

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LOAN NO.13500-B

SEMIMONTHLY PAYMENT RIDER (ADJUSTABLE RATE)

THIS SEMIMONTHLY PAYMENT RIDER is made this 22ND day of NOVEMBER, 1994 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 (the "Note") to NILES TOWNSHIP SCHOOLS CREDIT UNION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4148 COVE LANE, GLENVIEW, ILLINOIS 60025

[PROPERTY ADDRESS]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. SEMIMONTHLY PAYMENTS

The Note provides for the Borrower's Semimonthly loan payments, and the termination of the Borrower's right to make the Semimonthly payments, as follows:

1. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments twice a month on the 15TH day and 30TH day of each month (the "Semimonthly Payments"), beginning on JANUARY 15TH, 1995. I will make the Semimonthly payments until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My Semimonthly payments will be applied to interest before principal.

I will make my Semimonthly Payments at 7701 NORTH LINCOLN AVENUE, SKOKIE, ILLINOIS 60077 or at a different place if required by the Note Holder.

(B) Amount of Semimonthly Payments

My Semimonthly payment will be in the amount of U.S. \$160.98.

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LOAN NO. 13500-II

(C) Manner of Payment

My Semimonthly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each Semimonthly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my Semimonthly payment from the account to pay the Note Holder for each Semimonthly payment on the date it is due until I have paid all amounts owed under this Note.

2. TERM

If I make all my Semimonthly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on DECEMBER 30, 1999. If, on DECEMBER 30, 1999, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

3. INTEREST RATE AND SEMIMONTLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JANUARY, 1995, and on that day every 3rd month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the prime rate as published in the Wall Street Journal.

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding One Percentage point (1%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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LOAN NO.13500-B

The Note Holder will then determine the amount of the Semimonthly payment that would be sufficient to repay the unpaid principal that I am expected to owe in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my Semimonthly payment.

(D) Limits on Interest Rate Changes

My interest rate will never be greater than 21%, and my interest rate will never be less than 6%.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my Semimonthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

4. FUTURE ADVANCES

This Mortgage also secures the payment of and includes all future or further advances as shall be made at all times, regardless of whether Loan proceeds have been disbursed, by the Mortgagor herein or its successors or assigns, to and for the benefit of the Mortgagor, its heirs, personal representatives, or assigns, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of Indebtedness Hereby Secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed \$50,000.00 DOLLARS together with interest thereon and any and all disbursements made

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LOAN NO.13500-II

by the Mortgagor for the payment of Taxes, or insurance on the Premises covered by the lien of this Mortgage and for reasonable attorneys' fees, Loan commissions, service charges, liquidated damages, expenses, and court costs incurred in the collection of any or all of such sums of money. Such further or future advances shall be wholly optional with the Mortgagor and the same shall bear interest at the same rate as specified in the Note referred to herein unless said interest rate shall be modified by subsequent agreement. The parties hereby acknowledge and intend that all advances, including future advances wherever hereafter made, shall be a lien from the time this Mortgage is recorded, as provided in Section 15-1302(b)(1) of the Act. Further, the parties hereby acknowledge and agree that the minimum amount of any future advances hereunder shall be the maximum amount described above, or \$5,000.00, whichever is less.

5. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any Semimonthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of my Semimonthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

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LOAN NO.13500-B

6. SEMIMONTHLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

1. Until Borrower's right to make Semimonthly Payments is terminated under the conditions stated in Section A of this Semimonthly Payment Rider, the Security Instrument is amended as follows:

(a) The word "Biweekly" or "Monthly" is changed to "Semimonthly" in the Security Instrument wherever "Biweekly" or "Monthly" appears.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this SEMIMONTHLY PAYMENT RIDER.

Myra Cohen [SEAL]
MYRA COHEN -BORROWER

[SEAL]
-BORROWER

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