



0518142156

Doc#: 0518142156

Eugene "Gene" Moore Fee: \$42.00

Cook County Recorder of Deeds

Date: 08/30/2005 09:36 AM Pg: 1 of 10

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on May 27, 2005. The Mortgagors are Gary Ruben and Paula L. Barnett, husband and wife ("Borrower"). This Security Instrument is given to Joel I. Barnett, 214 Cedar, Highland Park, Illinois, 60035, ("Lender"). Borrower is indebted to Lender in the principal sum of EIGHT HUNDRED SIXTY SEVEN THOUSAND DOLLARS (\$867,000.00) evidenced by a Note dated the same date as this Mortgage, which provides for monthly payments of principal and interest only, with the full debt, if not paid earlier, due and payable on May 27, 2006. This Security Instrument secures to Lender:

(a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications;

(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 all of Borrower's interest in and to the following described property located in Cook County, Illinois:

Lot 12 in M.A. Pancoe's Subdivision of Lots 1, 2 and 3 in Ruben and Orb's Subdivision of Section 8, Township 42 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Real Estate Index Number 05-08-303-014-0000

Address of Property: 356 Sunrise Circle, Glencoe, Illinois 60022

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 records. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

B01334

9278334 CHC JBS  
Sall nary

# UNOFFICIAL COPY

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; and Late Charges.

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Taxes and Insurance.

Borrower agrees to provide to Lender upon request evidence of payment of real estate taxes and insurance coverage naming Lender, as mortgagee, as loss payee. If demanded by Lender, on each monthly payment date, an additional amount equal to one-twelfth (1/12) of the annual taxes, assessments and insurance premiums levied against the Property, all as estimated by the Lender. As taxes, assessments, and insurance premiums become due, if Borrower does not promptly pay the same, Lender is authorized pay such taxes, assessments and or insurance premiums and the Borrower agrees to pay to the Lender the difference forthwith.

3. Application of Payments.

Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges, Liens.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender;

(b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operates to prevent the enforcement of the lien or forfeiture of any part of the Property;

(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 on 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 ten (10) days of the giving of notice.

# UNOFFICIAL COPY

## 5. Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause naming Lender as an additional insured. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damages, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sum secured by this Security Instrument immediately prior to the acquisition.

## 6. Preservation and Maintenance of Property; Leaseholds.

Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

## 7. Protection of Lender's Rights in the Property.

If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these

# UNOFFICIAL COPY

amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

## 8. 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.

## 9. 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, 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.

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 thirty (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.

## 10. 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 or preclude the exercise of any right or remedy.

## 11. 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, subject to the provisions of paragraph 17. Borrower's covenants and

# UNOFFICIAL COPY

agreements shall be joint and several. Any Borrower who cosigns 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

## 12. 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.

## 13. Legislation Affecting Lender's Rights.

If enactment or expiration of applicable laws has the effect of rendering any provision of the Note 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 and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

## 14. Notices.

Any notice to Borrower provided for in this Security Instrument shall be given by personally delivering it or by mailing it by certified mail, registered or return receipt requested, 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 personally delivering it or by mailing it by certified mail, registered or return receipt requested, unless applicable law requires use of another method. The notice shall be directed to the Lender at the 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

# UNOFFICIAL COPY

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 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 thirty (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) Five (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 the Borrower:

(a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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 continued 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 paragraphs 13 or 17.



# UNOFFICIAL COPY

## 19. Accelerating 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 paragraphs 13 and 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 seven (7) 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. In no event may Borrower cure any default if the Borrower has had two (2) prior defaults which have been cured. Upon the third default Borrower waives irrevocably all rights contained in this Security Instrument to cure, and Lender may immediately foreclose on this Security Instrument. 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, as well as all court costs and expenses.

## 20. Lender in Possession.

Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

## 21. 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.

## 22. Waiver of Homestead.

Borrower waives all right of homestead exemption in the Property.

## 23. Riders to this Security Instrument.

-intentionally left blank-

# UNOFFICIAL COPY

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.

Gary M. Ruben by  
 Gary Ruben Barry M. Rosenbloom  
 his attorney in fact  
 COUNTY OF COOK )  
 )ss:  
 STATE OF ILLINOIS )

Paula L. Barnett  
 Paula L. Barnett  
 by Barry M.  
Rosenbloom her  
 attorney in fact

This day appeared before me Gary Ruben and Paula L. Barnett, personally known to or identified by me and acknowledged that they executed the above and foregoing MORTGAGE as their free and voluntary act and deed for the purposes therein set forth.

DATED: \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC

Prepared by and Mail to:

Barry M. Rosenbloom  
 750 W. Lake Cook Road  
 Suite 140  
 Buffalo Grove, IL 60089



# UNOFFICIAL COPY

State of Illinois

County of Cook

I, the undersigned, a notary of public in and for said county and state aforesaid, do hereby certify that BARRY M ROSENBLUM, who is personally known to me to be the same person who executed the within instrument as the Attorney in Fact of PAULA L BARNETT, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument, as the attorney in fact, as the free and voluntary act of him self and of said Paula L Barnett

Given under by hand and notarial seal, this

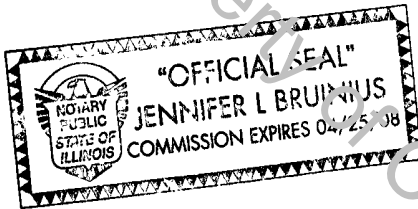
27<sup>th</sup>

day of

May

2005

My commission expires:



Jennifer L Bruinius  
Notary Public

# UNOFFICIAL COPY

State of Illinois

County of Cook

I, the undersigned, a notary of public in and for said county and state aforesaid, do hereby certify that BARRY M ROSA BLON, who is personally known to me to be the same person who executed the within instrument as the Attorney in Fact of GARY RUBEN, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument, as the attorney in fact, as the free and voluntary act of him self and of said Gary Ruben.

Given under by hand and notarial seal, this

27<sup>th</sup>

day of

May

2005

My commission expires



Jennifer L. Brunius  
Notary Public