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85 263 364

COOK COUNTY, ILLINOIS
FILED AND PUBLISHED

1985 OCT 31 PM 3:15

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 29, 1985. The mortgagor is Scott S. Gottlieb and Susan Gottlieb, his wife, ("Borrower"). This Security Instrument is given to NILES FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the state of Illinois, and whose address is 7077 West Dempster, Niles, Illinois 60648 ("Lender"). Borrower owes Lender the principal sum of Seventy Five Thousand and no/100 Dollars (U.S. \$75,000.00). 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 1, 2015. 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 the following described property located in Cook, County, Illinois:

Lot 300 in Mill Creek Unit Three, a subdivision of part of Section 8, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof Recorded Section 23, 1971 as Document 21636361, in Cook County, Illinois.

Permanent Tax Number: 03-08-414-013-0000 *10.W.*

which has the address of 607 Carriage Way Drive, Buffalo Grove,
(Street) *(City)*
Illinois 60089 ("Property Address");
[Zip Code]

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 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.

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Notary Public
State of California
Serial No. 1234567890

W.H. Commission Express Sept. 8, 1987

Witness my hand and official seal this day of October 19..... 85

I, Saccat S., Notary Public in and for said County and State, do hereby certify that
Saccat S., Gottilieb and Shuan Gottlieb, his wife, personally appeared before me and I, known or proven 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 voluntarily act and deed and that
they executed said instrument for the purposes and uses herein set forth.
(his, her, their)

STATE OF ILLINOIS.....
COUNTY OF CDAG.....
SS: {

SEE ALSO
NILES, W. DEANISTER
7077 W. DEANISTER
MILLES FEDERAL SAVINGS
NILES, MILTON
11-003344-8
EOK 33.3 - JH

[Space Below This Line For Acknowledgment] —

Scottie Scottie

Susan Gottlieb Borrower
.....(Seal)

Scott S. Gottlieb Borrower
.....(Seal)

BY SIGNING BELOW, TOROWER ACCEPTS AND AGREES TO THE TERMS AND CONVENTIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

2-4 Family Rider
 Grandmother Rider
 AdjusTable Race Rider
 Grandparent Rider
 Other(s) [Specify] _____

22. WHETHER OR NOT MEMBERSHIP, BORROWER USES ALL THREE OF NOMESTEAD EXEMPTION IN THE TRUST ESTATE.
23. FIDUCIES TO THIS SECURITY INSTRUMENT. IF ONE OR MORE TRUSTEE'S ARE EXECUTED BY BORROWER AND RECORDED TOGETHER WITH THIS SECURITY, AGREEMENTS AND AGREEMENTS OF EACH SUCH TRUSTEE SHALL BE INCORPORATED INTO AND SHALL ALIENED AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE FIDUCIES WERE A PART OF THIS SECURITY INSTRUMENT [Check applicable box(es)]

Instrument with charge to Borrower. Borrower shall pay any recordation costs.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument.

but not limited to, reasonable attorney fees and costs of title evidence.

the Seer shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including legal fees, witness fees, and other expenses, and may proceed this Secrecy Instrument by judicial proceeding.

and (d) that failure to incur the default or before the date specified by the holder, by which the default must be cured, (c) a date, not less than 30 days from the date the notice of payment is given to the holder, by which the holder must pay the amount due; (d) the notice sum specified; (e) the date when payment is made.

19. Acceleration, Remedies. Under 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 following Borrower's failure to pay principal or interest when due) the action required to cure the default(s) shall proceed as follows: (a) the action required to cure the default(s) shall proceed as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further agree that covenants and agreements as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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 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 of 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 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, 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 charge 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 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 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 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 paragraphs 13 or 17.

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Lender may take action under this paragraph 7, Lender does not have to do so.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenant and agrees to pay the Lender's reasonable expenses in court, paying reasonable attorney fees and retarding on the property to make repairs. Although in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Lender's rights (liens), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the instrument, preparing in court, paying reasonable attorney fees and retarding on the property to make repairs. Additionally in the Property, Lender's rights as a beneficiary, trustee, or holder of any other interest in the property may be affected if Borrower fails to perform the covenant and agrees to pay the Lender's reasonable expenses in court, paying reasonable attorney fees and retarding on the property to make repairs.

6. Preservation and Maintenance of Property; Leasesholds. 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 and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and lease title shall not merge unless Lender agrees to the merger in writing.

which the insurance is given;

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to principal, shall not exceed or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If postpone the due date of the monthly payments, Lender, Borrower's right to any insurance policies and to exceed resulting from damage to the Property is acquired by Lender. Borrower's right to any insurance policies and to exceed resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration of property 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, until all excess paid to Borrower. Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has failed 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 day period will begin offered to settle a claim, whichever is later.

All insurance policies shall be acceptable to Lennder and shall include a standard mortgage clause.
Lennder shall have the right to hold the policies and renewals. If Lennder requires, Borrower shall promptly give to Lennder all premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lennder. Lennder may make proof of loss if not made by Borrower.

5. **Hazard Insurance.** Borrower shall keep the insurance documents now existing or hereafter executed on the Property of the giving of notice.

Borrower shall promptly pay the principal amount of the promissory note and all interest accrued thereon in accordance with the terms of the promissory note, and shall pay all costs of collection, including reasonable attorney's fees, if any, incurred by Lender in connection therewith.

3. Applications of Asymmetries. Unless applicable law provides otherwise, in payment received by Lessor under Paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to payments received by Lessor under Paragraphs 1 and 2 shall be applied first, to late charges due under the Note; and last, to principal due.

amounts necessary to make up the deficiency in one or more payments as required.

to Lennder on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold insurances premiums, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgagel insurance premiums, if any. These items are called "escrow items." Lennder may estimate the Funds due on the basis of current rates of future escrow items.

- 1. Payment of Principal and Interest:** Subject to applicable law or to written agreement by Lender, Borrower shall pay the principal of and interest on the debt evidenced by the Note and any promissory notes and late charges due under the Note.
- 2. Funds and Taxes and Liens:** Subject to applicable law or to written agreement by Lender, Borrower shall pay

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