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85270036COOK COUNTY, ILLINOIS
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(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given onOctober 8....., 1985. The mortgagor is ...STUART D. REIF...and...KAREN REIF...his wife..... ("Borrower"). This Security Instrument is given toFAIRFIELD SAVINGS AND LOAN ASSOCIATION....., which is organized and existing under the laws ofSTATE OF ILLINOIS....., and whose address isOld McHenry Road, Box 1190 RFD — Long Grove, IL 60047..... ("Lender"). Borrower owes Lender the principal sum ofONE HUNDRED THOUSAND and NO/100..... Dollars (U.S. \$., 100,000.00.....). 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 onDecember 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 five hundred fifty six (556) in Northgate Unit five (5), being a Subdivision in the North Half (1/2) of the Northwest Quarter (1/4) of Section sixteen (16), Township forty two (42) North, Range eleven (11) East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number 03-16-102-039

which has the address of 1517 East Suffield [Street]
Arlington Heights [City]
Illinois 60004 ("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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UNOFFICIAL COPY This instrument was prepared by: **DET 1** **BOX 333 - NM** **QMC WUCA 40**

My Commission Expires May 30, 1987
Notary Public
State of Michigan
(Signature)

My Commission Expires April 30, 1987

Variables may have standard or official cell values.

My Commission Expires:

Capey.....executed said instrument for the purposes and uses therein set forth.

S. STUART D. REIF and KAREN REIF, his wife
S. STUART D. REIF and KAREN REIF, his wife, do hereby certify that
they executed said instrument to be their true names and signatures.
Stuart D. Reif

STATE OF **ILLINOIS** COUNTY OF **DU PAGE** SS: {

(Space Below This Line for Acknowledgment)
KAREN RETIF
STUART D. RETIF
Borrower
(Seal)
KAREN RETIF
STUART D. RETIF
Borrower
(Seal)
County Clerk

22. WHETHER OR NOT HomeMaster, Borrower will right of homestead exemption in the Property.
 23. Right to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument. C-terms and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument as if the rider(s) were a part of this Security Instrument. [Check a applicable boxes]]

2-4 Family Rider
 Condominium Rider
 Adjustable Rate Rider
 Grandparent Rider
 Planned Unit Development Rider
 Other(s) [Specify]

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of the period of redemption following judgment sale, Lender (in person, by agent or by judge) shall be entitled to the execution of any power of sale given by the Borrower.

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 recording costs.

19. Acceleration of Remedies. Lender shall give notice to Borrower prior to acceleration following breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 14 unless applicable law provides otherwise). The notice shall specify: (a) the date of 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, foreclosing by judicial proceeding and sale of the Property. The notice further specifies: (e) the date the notice shall be given to Borrower, by which the default must be cured; (f) the date the notice shall be given to Borrower, by which the default must be cured; (g) the date the notice shall be given to Borrower, by which the default must be cured; and (h) the date the notice shall be given to Borrower, by which the default must be cured.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree 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 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 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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Any amounts disbursed by Lender under this paragraph γ shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these 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.

7. Protection of Leender's Rights in the Security Instrument, Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this instrument, or there is a legal proceeding that may significantly affect Leender's rights in the Property (such as a proceeding in bankruptcy), probate, for condemnation or to enforce laws or regulations, Leender's actions may do whatever is necessary to protect the value of the Property and Leender's interest in the Property. Leender's actions may include paying any sums secured by a lien which has priority over this Security interest.

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 lessee shall allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall pay all taxes, insurance premiums, assessments, charges and expenses relating to the Property.

When the notice is given,
unless Lender and Borrower otherwise agree in writing, any application of proceeds to principles 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 sums secured by this Security
Instrument prior to the acquisition.

All insurance policies and renewals shall be acceptable to Leader and shall include a standard moratorium clause unless otherwise specifically withheld.

5. Hazard Insurance. Borrower shall keep the property covered by the hazard insurance in good repair, free from hazards, and shall not commit any act which endangers the property or subjects it to damage or loss.

Note: Lien(s), to amounts payable, under paragraph 7; tourist, to metres out; and real, to capital gains.

4. Charges, Borrowser shall pay all taxes, assessments, charges, dues and impositions attributable to the property which may claim priority over this security instrument, and established payments of ground rents, if any, Borrowsor 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 furnish to Lender

application is a credit against the sums secured by this Security Instrument.

amount necessary to make up the deficiency in one or more payments as required by Lender.

reduces interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Under such circumstances, interest shall not be charged, an annual accounting showing credits and debits to the Funds and under the purpose for which each Fund was made. The Funds are pledged as additional security for the sums secured by such Security Instruments.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, Lender pays Borrower interest on the Funds and applies law permits Lender to make such a charge, Borrower and Lender may agree in writing that interest shall be paid on the Funds, unless an agreement is made or applicable law permits Lender to make such a charge, Borrower and Lender may agree in writing that interest shall be paid on the Funds, unless an agreement is made or applicable law permits Lender to make such a charge.

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this security instrument; (b) yearly mortgage payments or premiums, if any; (c) yearly property rents or gross income from the property; (d) yearly bases of collection debt and reasonable attorney fees for collection of all sums due on the

the principal or part thereof and interest and expenses of collection, and attorney's fees, and all other expenses of the Note and the preparation and late charges due under the Note.