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### **MORTGAGE**

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	#507017-2
	MORTGAGE
	THIS MCR'GAGE ("Security Instrument") is given on November 25  19. 85. The mortgagor is Marc Ziner and Judith L. Sabinash AKA Judith L. Ziner, his wife.  ("Borrower"). This Security Instrument is given to which is organized and existing under the laws of the Judical States of Americal and whose address is 1210 Central We. Wilmette Illinois 60091 ("Lender").  Borrower owes Lender the pair apal sum of ONE. HUNDRED. TEN. THOUSAND AND NO/100. security Instrument ("Note"). Wolfers ("Note"). Wolfers ("Note"). Wilmette Illinois 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 Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook Cook Subdivision of Lots 1, 2 and 3 of Roemer's Subdivision of Lots 38, 39 and 40 of County Clerk's
	Division of Section 32, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Lot 9 in Block 5 in Skokie Boule (BC) Addition to Wilmette, being a Subdivision of Lots 1, 2 and 3 of Roemer's Subdivision of Lots 38, 39 and 40 of County Clerk's Division of Section 32, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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which has the address of 2927 W. Greenleaf [Street] WIIIIC - - (City) Wilmette Illinois ..... ("Property Address");

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 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.

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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' 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 Legger and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due dage of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower no 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 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 Dould; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefactors are 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 the said to the terms of this Security Instrument or the Note without

that Borrower's consent.

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 it 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 of 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 step 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 av. 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.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Any amounts disbursed by Lender this paragraph? 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

Lender may take action under this paragraph 7, Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys, fees and entering 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 Security fee title shall not merge unless Lender agrees to the merger in writing.

Trespection of Lender's Rights in the Property; Mortgage Insurance.

Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce taws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights.

change the Property, allow the Property to deteriorate or commit waste. It this Security instrument is on a leasehold. Borrower seall comply with the provisions of the lease, and if Borrower sequires fee title to the Property, the leasehold and

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

postpone the 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 prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

Borrower abandons the Property, or does not answer within 30 days a notice from Lend: .c.c.t 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 3-day period will begin applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If of the Property damaged, 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

Unless Lender and Borrower otherwise agree in writing, insurance proceed all be applied to restoration or repair carrier and Lender: Lender may make proof of loss if not made promptly by Borre wer. All insurance policies and renewals shall be acceptable to Len er and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall prompt notice to the insurance all receipts of paid premiums and renewal notices. In the event of loss, Bo you er shall give prompt notice to the insurance

sonably withheld.

mentance conject providing the insurance shall be chosen by Boy over subject to Lender's approval which shall not be insured against loss by fire, hazards included within the tern. "\* .tended coverage" and any other hazards for which Lender requires intemperates that Lender requires in the periods that Lender requires. The wasce. Borrower shall keep the improvements now existing or hereafter erected on the Property ندم اد

of the giving of notice. the Property is subject to a lien which may attain prior ty over this Security Instrument. Lender may give Borrower a notice identifying the sections set forth above within 10 days agreement satisfactory to Lender subordinating the tien to this Security Instrument. If Lender determines that any part of egrees 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 operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and

Borrower shall promptly discharge at y lien which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments. to be paid under this paragraph. If Hor over makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the for oned payment. Borrower shall promptly furnish to Lender all notices of amounts Property which may attain priority over this Security Instrument, and lessehold payments or ground rents, it any.

Lo rrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Note; third, to amount: we sable under paragraph 2; fourth, to interest due; and last, to principal due:

paragraphs I and 2 an il be applied: first, to late charges due under the Note; second, to prepayment charges due under the application as a credt assimat the sums secured by this Security Instrument.

Upon to ment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds have of Lender, Lender, Lender, Lender, It under paragraph 19 the Property is sold or acquired by Lender, Lender, It under sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

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

Upon resident in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower at Borrower's option, either promptly repead to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the dates of the escrow items when due, the excess shall be, this Security Instrument

spees for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 state agency (including Lender it 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, unless Lender pays Borrower interest on the Funds and 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 The Runds shall be read in an institution the deposits or secounts of which are insured or guaranteed by a federal or

s of current data and reasonable cetimates of future escrow itema. to Londer on the day monthly payments are due under the Note is written waves by Londer, monthly by monthly payments are due under the Note is paid in full, a sum ("Funds") equal to monthly of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly instruments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; if any These items are called "escrow items." Lender may estimate the Funds due on the bases of current may estimate the Funds due on the bases of current may estimate the funds due on the

1. Payment of Principal and Interest: Propayment and Late Charges. Borrower shall promptly pay when due the principal of end interest on the dobt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Laxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay. Commonia Coverant Borrower and Lender coverant and agree as follows:

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THIS ADJUSTABLE RATE R	IDER is made thi	s 25 day of	November			
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to						
Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure						
Borrower's Adjustable Rate Note to HORIZON FEDERAL SAVINGS BANK						
	(the "Le	nder") of the san	ne date (the "Note"	') and covering the		
property described in the Security Instrument and located at:						
2927 W. Greenleaf	Wilmette	Illinois	60091	AAA-11,0 12 112,000 TO TO TO TO THE TABLE TO		
(Property Address)						

The Note contains provisions allowing for changes in the interest rate. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate decreases, the Borrower's monthly payments will be lower.

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

\_\_day of \_March\_\_ The interest rate 1 will pay may change on the \_\_\_\_ on that day of the month 25.73 \_\_\_\_\_ months thereafter. Each date on which my interest rate could change is called a "Change Dare."

Beginning with the first Change Date, my interest rate will be based on an "Index." The Index is the weekly average yield on United States Treasury securities adjusted to a constant maturity of \_\_\_\_\_\_ one\_\_\_\_\_ years, as made available by the Federal Reserve Boarc. The most recent Index figure available as of 45 days before each Change Date is called the "Current Index."

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will rale late my new interest rate by adding \_\_two\_and\_one\_half percentage points (\_\_2.5\_\_\_\_\_\_%) to the Current Index. The sum will be my new interest rate.

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

The maximum interest rate variation over the life of the loan is  $\frac{twr}{f \cdot ve}$  and percentage points (  $\frac{2.0}{5.5}$  over the initial interest rate.

#### (D) 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 and, will continue until the month following the next succeeding Change Date.

#### (E) Notice of Changes

The Note Holder will mail or deliver to me a notice before each Change Date. The notice will advise me of:

- (i) the new interest rate on my loan as of the Change Date;
- (ii) the amount of my monthly payment following the Change Date;
- (iii) any additional matters which the Note Holder is required to disclose; and
- (iv) the title and telephone number of a person who will answer any question I may have regarding the notice.

### B. CHARGES: LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens, Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; however, Borrower shall not be required to discharge any such lien so long as Borrower; (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such a lien in agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

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Just L' Sabinash AKA Justin I. Ziner (Seal)

and some sometimes are seen at the interest rate. If the pursuent rate -Pouconer Tuer etareases, tha Corrower a mandaly हार्च (संवत्रवक्षप्रदेश त्याव एक्ट्रालवा) स्थान Star Fill amounting printhom einmennes.

IN MILIAEZZ MHERROF, Bollower has executed this Adhalable Rate Riger in the Security Institution.

reduce the charge to the permitted limit, and (2) any sums already collected from Borroe at which exceeded permitted limits will be refunded to Borrower. Leader may choose to make this refund by red ich. The principal permitted limits will be refunded to Borrower. Leader may choose to make this refund by red ich. The principal permitted limits will be refunded to Borrower. It a refund reduces principal, the reduction will be itemate or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be refunded to Borrower. It a refund reduces principal, the reduction will be refunded to Borrower. or resesson ranons of the loan between the such loan, charge shall be reduced by the sharing the reduced by the law is finally interpreted so that the interest or other such loan charges collected or to be solicited in connection If the joan is secured by the Security Instrument is subject to a law which sees maximin a can charge, and that

another test after fair date on with my interest rate could E TOVA CHYRCES

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of such period Lender may, without further notice or demand on dorrower, invoke any remedies permitted by If lender exercises such option to accelerate, Lender shall mei. Jorrower notice of acceleration in accordance with paragraph 14 hereof Such notice shall provide a period of not less than 30 days from the date the notice is mailed with the date the notice is mailed with the date the notice is mailed within which being wer may pay the sums declared due. It Borrower ails to pay such sums prior to the expiration

Therefore, of the Property or a Beneficial in (er set in Borrower, It all or any part of the Property or an interest natural person) without Lender's prior written corsert, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediate, due and payable. However, this option shall not be exercised by Lender Beneficial law.

Unitorm Covenant W of the Security Instrument is amended to read as follows: curious becomes

E'LEVARLER OR THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

(D) Ellective take of Changes

to this curt the provisions of the Accuraty instrument and the Note are declared to be severable in a nominal provisions of this Security from an analysis of this Security from an analysis of this Security from an analysis of the south of the confidence of the south of the sout clause of this Security instrument or the Note conflicts with applicable law such conflict shall not affect other constitute a uniforn a purity instrument covering real property. 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 uniform coverance to mational use and non-uniform coverants with limited; variations by jurisdiction to 15. Unitem Se 44 Justrument Coverning Law, Severability This form of Security Instrument combines

Uniform/Gorge artificial the Security Instrument is amended to class as follows:

manner designated herein.

for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the or to such other, address as Lender may designate by notice to Borrower, as provided herein. Any notice provided Provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated frecein cato Borrower, at the Property Address of at such other, address as Borrower may designate by notice to Lender as Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail off-solio: any notice required under applicable law to be given in another manner, (a) any notice to

distribution of the state of th "Uniform Covenant 14 of the Security Instrument is amended to read as follows: when the security Instrument is amended to read as follows: C. NOTICE

राज्यातीय व सार महोता अलाह पुरा के सामान्य महाराज्य If Lender determines that all or any part of the Property is subject to a lien which may attain a priority such lien or take determines that all satisfy such lien or