

85 303 942

**UNOFFICIAL COPY**

Mail To: Deerfield State Bank  
700 Deerfield Road  
Deerfield, Illinois 60015

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This instrument prepared by:  
Ruth Bohn  
700 Deerfield Road  
Deerfield, Illinois 60015

BOX 333-CA

[Space Above This Line For Recording Data]

**MORTGAGE**

14 00

THIS MORTGAGE ("Security Instrument") is given on November 19, 1985. The mortgagor is Victor Rosenberg and Sarah B. Rosenberg, his wife, Deerfield State Bank ("Borrower"). This Security Instrument is given to which is organized and existing under the laws of the State of Illinois, and whose address is 700 Deerfield Road, Deerfield, Illinois 60015 ("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND AND 00/100-- Dollars (U.S. \$60,000.00--). 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 19, 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:

SEE RIDER ATTACHED

99

PERMANENT INDEX NO.: 10-16-204-033-1015 60

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246 306 60

X

which has the address of 9242 Cross Point Road, Unit 203, Skokie, (City)  
[Street]  
Illinois 60077. ("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 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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Banff Arms, Inc.

(Specify Below This Line Reserved For Lender and Recorder)

Given under my hand and official seal, this 19th day of November 1985.

Set forth.

I, CAROL J. MILLSON, a Notary Public in and for said County and State, do hereby certify that VICATOR ROSENBERG, And GAIL B. ROSENBERG, his wife, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as THEIR, free and voluntary act, for the uses and purposes therein

<p>27. <input checked="" type="checkbox"/> To train Security Instruments in one or more trades</p> <p><input type="checkbox"/> Adjustment Rate Rider</p> <p><input type="checkbox"/> Condormium Rider</p> <p><input type="checkbox"/> Family Rider</p> <p><input type="checkbox"/> Graduate - Student Rider</p> <p><input type="checkbox"/> Planned Unit Development Rider</p> <p><input type="checkbox"/> Other(s) [Specify]</p>	<p>Instruments the <input type="checkbox"/> amounts and <input type="checkbox"/> agreeements of this Security Instruments as if the rider(s) were a part of this Security Instruments (<u>Ch. x-<i>protection boxes</i></u>)</p> <p>This Security Instruments, the coverments in one or more trades shall be incorporated into and shall be executed by Borrower and shall be recorded in the name of this Security Instruments.</p>
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19. Acceleration; 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 otherwise). The notice shall specify: (a) the date defendant must be cured; and (b) the date defendant (c) a date, not later than 30 days from the date the notice is given to Borrower, by which defendant must be cured; and (d) the failure to cure the date specified in the notice results in the non-delivery of the sums secured by this Security Instrument, regardless of whether the notice is given to Borrower prior to acceleration or otherwise. The notice shall specify: (a) the date defendant must be cured; and (b) the date defendant (c) a date, not later than 30 days from the date the notice is given to Borrower, by which defendant must be cured; and (d) the failure to cure the date specified in the notice results in the non-delivery of the sums secured by this Security Instrument, regardless of whether the notice is given to Borrower prior to acceleration or otherwise.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of a period of redemption following foreclosure (in addition, by agent or by judicial sale), Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney fees and costs of title evidence.

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.

22. Waiver of Homestead. Borrower waives the right of homestead exception in the 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 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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Lender may take action under this paragraph 7, Lender does not have to do so.

Fee title shall not merge unless Lender's Rights in the Property merge in writing.  
7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and obligations contained in this Security Instrument or there is a legal proceeding affecting the title to the real property, Lender may sue in his name or in the name of Borrower to enjoin such proceedings and to protect his rights in the property. Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the property, including reasonable attorney fees and costs of suit, and Lender may sue in his name or in the name of Borrower to collect any sums secured by a lien which has priority over this instrument, appearing in court, paying reasonable attorney fees and attorney fees to make repairs. Although Lender's actions may include paying any sums secured by a lien which has priority over this instrument, paying reasonable attorney fees and attorney fees to make repairs. Although

6. Preservation and Maintenance of Property; Lesseholders. 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

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to prepayments of the monthly payments under paragraph 19 of the Property is preferred to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition of the sums secured by this Security instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgag e clause. Lender shall have the right to hold the policies and renewals until such time as Lender receives all receipts of paid premiums and renewals. If Lender receives notices, Borrower shall promptly give to Lender copies of paid premiums and renewals and notices. In the event of loss, Borrower shall promptly notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

**5. Hazard Insurance.** Borrower shall keep the insurance requirements now existing or hereafter created on the Property measured against loss by fire, hazards included within the term, "extra risked coverage", and any other hazards for which Lender requires against insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance company providing the insurance shall be chosen by Borrower, subject to Lender's approval. The insurance premiums paid by Lender shall not be recoverable by Lender.

Borrower shall promptly disclose 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) consents in good faith the lien by, or defers 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 Lender an amendment 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 over this Security Instrument, Lender may give Borrower a notice demanding that the lien be removed or made subordinate to the lien or, if Lender fails to do so, Lender may take such action as Lender deems necessary to protect its interest in the Property.

3. Applications of Symmetries. Unless applicable law provides otherwise, payments received by Lender under the paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to principal due; third, to amounts payable under paragrapah 2; fourth, to interest due; and last, to principal due.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds held by Lender, to pay the escrow items shall exceed the amount required to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Leender shall not be required to pay Borrower any interest or earnings on the Funds until Leender may agree in writing that interests shall be paid on the Funds. Unless an agreement is made of application for renewal, each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

to Lender 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 payments or ground rents in any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the basis of current and reasonable estimates of future escrow items.

**1.** Payment of Principal and Interest Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments 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

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UNIT NUMBER A-203 AS DELINERATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):  
THAT PART OF THE THIRD PRINCIPAL MERIDIAN AS FOLLOWS:  
13 EAST LINE OF SAID SECTION 1/4 OF THE THIRD PRINCIPAL MERIDIAN AS FOLLOWS:  
COMMENCING AT THE SOUTH END OF SECTION 1/4; THENCE NORTHWARD ON EAST LINE OF SAID SECTION 1/4, THENCE  
ROAD; THENCE SOUTH 43.5 DEGREES WEST, 33.41 CHAINS TO CENTER OF GROSS POINT  
SECTION 16 A FORESAID, THENCE SOUTH ALONG CHAINS TO CENTER OF ROAD TO A POINT 4.06 CHAINS  
THENCE WEST ALONG THE SOUTH LINE OF SAID PHILIP WELL LINE TO THE POINT 1/2 OF  
EAST LINE OF THE WEST 7 ACRES OF THE EAST 1/2 OF THE THIRD PRINCIPAL MERIDIAN AS FOLLOWS:  
SOUTHWESTLY OF THE CENTER OF GROSS POINT 16 AND MEASURED ALONG THE CENTER ROAD  
AND EAST LINE OF SAID SECTION 16, THENCE NORTH 21.12 FEET TO THE POINT OF  
BEGINNING (EXCEPT THAT PART THEREOF LYING WEST OF THE EAST LINE OF  
SAID GROSS POINT ROAD; THENCE NORTH 16 AND MEASURED ALONG THE CENTER ROAD  
SOUTHWESTLY OF THE CENTER OF GROSS POINT 16, THENCE NORTH 21.12 FEET FROM THE  
LINE OF SAID GROSS POINT ROAD, THENCE NORTHWESTLY FROM THE  
LYING NORTHWESTLY OF A LINE DRAWN FROM THE NORTHWESTLY LINE OF  
SAID ROAD 554.20 FEET NORTHEASTLY FROM THE MOST  
EASTERNLY CORNER OF SAID PROPERTY, AND EXCEPT ALSO THAT PART  
LYING NORTHWESTLY AT A POINT 554.20 FEET NORTHEASTLY FROM THE  
SAID ROAD 3.74 CHAINS, THENCE SOUTH 43.5 DEGREES WEST ON THE CENTER  
SECTION 16 MINUTES 40 SECONDS WITH SAID SECTION 1/4 CHAINS TO THE  
COUNTRY, ILLINOIS EXCEPTING THE PROPERTY OF GROSS POINT 16, TOWNSHIP 41  
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS  
FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID SECTION 1/4;  
THENCE NORTH ON THE EAST PART OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED  
OF GROSS POINT ROAD, THENCE SOUTH 43.5 DEGREES WEST ON THE CENTER  
SAID ROAD 3.74 CHAINS; THENCE NORTH 26 DEGREES WEST, ALONG A LINE WHICH  
SOUTH EAST TO SOUHT WEST, FOR A DISTANCE OF 133.98 FEET; THENCE SOUTH  
DESCRIBED COURSE 55.51 FEET TO THE POINT OF BEGINNING, WHICH FORMING AN ANGLE  
OF 88 DEGREES 60 MINUTES 30 SECONDS 20 SECONDS FROM THE NORTH EAST,  
55.51 FEET TO THE POINT OF BEGINNING, WHICH FORMING AN ANGLE  
COURSE, 7.07 FEET; THENCE NORTH 41.15 FEET, THENCE SOUTHWESTLY ALONG A LINE WHICH  
AN INTERIOR ANGLE OF 45 DEGREES 00 MINUTES WITH THE LAST DESCRIBED COURSE  
DESCRIBED COURSE 94.15 FEET; THENCE NORTH 41.15 FEET, THENCE SOUTHWESTLY ALONG A LINE WHICH  
COURSE, 7.07 FEET, THENCE NORTH 41.15 FEET, THENCE SOUTHWESTLY ALONG A LINE WHICH  
DESCRIBED COURSE 135 DEGREES 00 MINUTES WITH THE LAST DESCRIBED COURSE, 18.15  
ANGLE OF 28 MINUTES WITH THE LAST DESCRIBED COURSE 33.51 FEET; THENCE  
282 DEGREES 27.00 FEET, THENCE NORTHEASTLY AT 90 DEGREES TO THE LAST  
DESCRIBED COURSE 14.71 FEET, TO THE POINT OF BEGINNING, WHICH SAWID SURVEY  
IS ATTACHED AS EXHIBIT "A" TO A CERTAIN DECLARATION OF COMMISSION  
OWNERSHIP MADE BY THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF  
CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 20, 1972,  
AND KNOWN AS TRUST NUMBER 77875, AND RECORDED IN THE OFFICE OF THE  
RECORDS OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 23286211,  
TOGETHER WITH AN UNDIVIDED 21.693 PER CENT INTEREST IN SAID PARCEL  
(EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISED  
ALL THE UNITS THEREON AS DEFINED AND SET FORTH IN SAID DECLARATION OF  
COMMON OWNERSHIP AND SURVEY) CONDOMINIUM OWNERSHIP AND SURVEY).

PA RCEL 2:  
IN DECLARATION TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH  
IN DOCUMENT NUMBER A-23454 AS ATTENDED BY DOCUMENT RECORDING AS DOCUMENT NUMBER  
23286210 AND AS CREATED BY DEED  
FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE  
15, 1975 AND RECORDING DOCUMENT NUMBER 21.693 AS OF DATE AUGUST  
NUMBER 77875, WHICH IS THE DATE OF THIS DECLARATION OF COMMON OWNERSHIP AND SURVEY.  
IN DECLARATION TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH  
IN DOCUMENT NUMBER A-23454 AS ATTENDED BY DOCUMENT RECORDING AS DOCUMENT NUMBER  
23286211 AND AS CREATED BY DEED  
IN DECLARATION TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH  
IN DOCUMENT NUMBER A-23454 AS ATTENDED BY DOCUMENT RECORDING AS DOCUMENT NUMBER  
23286210 AND AS CREATED BY DEED  
FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE  
15, 1975 AND RECORDING DOCUMENT NUMBER 21.693 AS OF DATE AUGUST  
NUMBER 77875, WHICH IS THE DATE OF THIS DECLARATION OF COMMON OWNERSHIP AND SURVEY.

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