

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 10, 1986. The mortgagor is Hatalim E. Tarazi and Munia Hatalim Tarazi, his wife ("Borrower"). This Security Instrument is given to Bank of Northfield, which is organized and existing under the laws of Illinois, and whose address is 400 Carpenter Avenue, Northfield, Illinois, 60093 ("Lender"). Borrower owes Lender the principal sum of One hundred twenty thousand and no/100 Dollars (U.S.\$120,000.00....). 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, 1989..... 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 20 in Ville Du Parc, being a subdivision of part of the South East ¼ of Section 8, Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded June 26, 1975 as Document 23129764 in Cook County, Illinois Plat of resubdivision recorded December 23, 1975 as Document 23333766 in Cook County, Illinois and Plat of resubdivision Number 2 Recorded July 2, 1976 as Document 23544316 in Cook County, Illinois.

PERM TAX ID #04-08-402-035

ADDRESS: 3015 Rennes, Northbrook, Illinois 60062

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which has the address of 3015 Rennes, Northbrook, Illinois 60062. ("Property Address"); (Street) (City)  
Illinois 60062 (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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BOX 333-AJ

STATE OF ILLINOIS		COUNTY AS:	
FRANK W. GARDNER		Frank W. Gardner	
do hereby certify that..... HARRY F. TARRAZI AND MARY A. TARRAZI.....		personally known to me to be the same person (s) whose name (s).....	
and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that..... TARRAZI.....		Given under my hand and official seal, this .....	
My Commission expires: 12/23/87		..... day of October, 19.....	
<p style="text-align: center;">Signature</p> <p style="text-align: center;">HARRY W. GARDNER</p> <p style="text-align: center;">Notary Public in and for said County and State.</p>			
FOR RECORDS INDEX PURPOSES		INSERIT STREET ADDRESS OR ABOVE	
DOSCIMED PROPERTY HERE		RECORDING FEE PAID	
NAME		CITY	
VIRGINIA L SECLER		BANK OF NORTHFIELD	
400 CENTRAL AVENUE		NORTHFIELD, ILL. 60093	
INSTRUMENT NO. 10000000000000000000		THE INSTRUMENT WAS PREPARED BY	
(Address)		(Name)	
INSTRUMENT NO. 10000000000000000000		THE INSTRUMENT WAS PREPARED BY	
(Address)		(Name)	
INSTRUMENT NO. 10000000000000000000			

BY SPINNING BELOW, BORROWER OR ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY CLEVER(S) EXECUTED BY BORROWER AND RECEIVED WITH IT.

- This document is used to sign the agreements and agreements of this Security Instrument as it relates to the rider(s) where a part of this Security Instrument (Check if applicable box(es))  
 Adjustable Rate Rider  
 Grandfathered Payment Rider  
 Other(s) [Specify] \_\_\_\_\_

22. **Riders to this Security Instrument**, Borrower will right of homestead exception in title trapping.

23. **Riders to this Security Instrument**, If one or more riders are executed by Borrower and recorded together with this Security Instrument, the conventions and agreements of each such rider shall be incorporated into and supplement this Security Instrument, the conventions and agreements of each such rider shall be incorporated into and affect all the rights and obligations of Borrower under this Security Instrument.

20. Lender or Borrower, upon receipt of any period of redemption notice, shall follow the procedure set forth in paragraph 9 or 10 of the addendum prior to the expiration date of the property and in any time  
21. Promised receiver shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property until such time as the receiver or his assignee has been appointed receiver by the court.  
22. Receiver shall be liable to pay all sums accrued by the security instrument, lender shall release this security  
23. Mortgagor shall pay any recordation costs.

NON-UNIFORMITY COORDINATES. Borrower shall furnish notice to Remodeler of further coverments and addenda 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 Loan; 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, Lender does not have to do so.

7. **Provision of Leenders' Rights in the Property: Duration.** If Borrower fails to perform the covenants and agreements contained in this Schedule in accordance with their terms, Lender may sue for specific performance or injunction, or file a complaint for damages, or take other legal action to protect its rights in the property.

transmitting information by radio or television, or by telephone, or by any other means; and

Unless the Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or shorten the term as given.

of the Property damaged, if the restoration or repair is economically feasible and Leender's security is not lessened. If the restoration or repair is not economically feasible and Leender's security is not lessened, if the damage is minor, the Leender may collect the insurance money and pay the expenses of repairing or replacing the damaged property.

All insurance policies and reinsurance contracts shall be acceptable to Lender and shall include a standard moratorium clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and reinsurance premiums. 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.

notificações de vencimento, informando ao beneficiário que deve ser feita a renovação da poliza no prazo de 15 dias.  
5. **Hazard Insurance.** Dolorowicz shall keep the insurance now existing or hereafter received on the Property insured against loss by fire, hazards included within the term "Accidental Coverage", and any other hazards for which Lender requires additional insurance. This insurance shall be maintained in the amount and for the periods that Lender requires and for the premium rates chosen by Dolorowicz, net subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly disburse any loan which has priority over this Security Instrument until a Borrower: (a) agrees in writing to the payee of the obligation; (b) conveys in a manner acceptable to Lender; or (c) consents in good faith to the lien by, or delegates authority over the lien in a manner acceptable to Lender.

If the due dates of the borrowings exceed the future maturities of Funds payable prior to the due dates of the borrowings, together with the future maturities of Funds held by Lender, shall exceed the amount required to pay the accrued items within due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower all monthly payments of Funds, if the amount of the Funds held by Lender is not sufficient to pay the accrued items when due, Borrower shall pay to Lender any amount due to him by virtue of the above paragraph 19 of this Agreement.

- 1. Payments of and Interest; Prepayments; Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments due under the Note.
- 2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay 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 attach prior to or after the date of payment, (b) yearly leasehold payments for ground rents and assessments which may attach prior to or after the date of payment, (c) yearly mortgage insurance premiums, if any, (d) yearly property tax, if any, and (e) yearly security arrangements, if any.