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COOK COUNTY, ILLINOIS
RECEIVED JULY 30 1987

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87418572

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FWMC #330684

(Space Above This Line For Recording Data)

MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on THE 24TH DAY OF JULY 1987. The mortgagor is RONALD R. NOSKO, A DIVORCED MAN, NOT SINCE REMARRIED ("Borrower"). This Security Instrument is given to FIRST WESTERN MORTGAGE CORPORATION OF ILLINOIS, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 540 North Court, Palatine, Illinois 60067 ("Lender"). Borrower owes Lender the principal sum of EIGHTY THOUSAND AND NO/100THS Dollars (U.S. \$80,000.00). 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 AUGUST 1, 2017. 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 173 IN ARLINGTON HILLS IN BUFFALO GROVE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1966 AS DOCUMENT 19834936 IN COOK COUNTY, ILLINOIS.

PERMANENT TAX I.D. #03-05-310-006-0000

FAO
by

87418572

which has the address of 485 WEIDNER ROAD, BUFFALO GROVE, (Street) (City)
Illinois 60089 ("Property Address"); (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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ed by [CIA WorldMarketers](#)

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Norley Public
School (seal)

My Commision expiration: 08/04

Opinion(s) Acknowledging

The foregoing instrument was acknowledged before me this 24th day of April 1917
by *John G. Morris*, a citizen of the state of Minnesota.

FIRST WESTERN MORTGAGE CO
640 North Court
Palatine, IL 60067

MAIL TO:

Space Between Lines

-Borrower
... (Seal)

HONALD R. NOSKO

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by Agent or by judiciable appointment received) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those paid due and then to the sums secured by the rents, including, but not limited to, receiver's fees, premiums on bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

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 all right of homestead exemption in the Property.

23. Powers to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings of each such rider shall be incorporated into and shall amend and supplement the coverings of this Security Instrument. If one or more riders are executed by Borrower with this Security Instrument, the coverings of each such rider shall be incorporated into and shall amend and supplement the coverings of this Security Instrument [Check applicable box(es)].

24. Family Rider. 2-4 Family Rider

25. condominium Rider. condominium Rider

26. Planned Unit Development Rider. Planned Unit Development Rider

27. Graduate Program Rider. Graduate Program Rider

28. Adjustable Rate Rider. Adjustable Rate Rider

29. Other(s) [Specify]. Other(s) [Specify]

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 unless otherwise provided otherwise (hereinafter "Acceleration"). The notice shall specify: (a) the section required to cure the defect; (b) the section required to cure the defect; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defect must be cured; and (d) that failure to cure the defect on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, notwithstanding any provision to the contrary contained in any other agreement between the parties.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 unless otherwise provided otherwise (hereinafter "Acceleration"). The notice shall specify: (a) the section required to cure the defect; (b) the section required to cure the defect; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defect must be cured; and (d) that failure to cure the defect on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, notwithstanding any provision to the contrary contained in any other agreement between the parties.

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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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7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding against the property in bankruptcy, or otherwise, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, Lender's actions may include paying any sums secured by a lien which has priority over this Security Interest, and Lender may sue to recover laws or regulations, if such a suit is necessary to protect the value of the property and Lender's rights in the property.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requests, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to Lender all amounts due Lender. Lender may make proof of loss if not made previously by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible or Lender's security would be lessened. If the restoration or repair is not made prompt by Lender and Lender's security is not lessened, the insurance proceeds shall be applied to pay sums secured by this Security Instrument, whether or not then due. The period will begin 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 settle a claim, or does not answer within 30 days from Lender's notice of repossession has been given to Lender, then Lender may collect the insurance proceeds. Lender or trustee has the right to collect the insurance proceeds from the insurance company or to sue the insurance company for the amount of the insurance coverage.

of the guarantee of notice.

5. Hazard Insurance. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the date of notice.

6. Hazard Insurance. Borrower shall keep the term "extending coverage", and any other hazards for which Lender insures against loss by fire, hazards included within the term "extending coverage", and any other hazards for which Lender requires insurance, and shall be maintained in the amount, and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably denied. This insurance shall be maintained in the amount, and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably denied. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably denied.

Borrower shall prominently disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment in full of the obligation, secured by the lien in a manner acceptable to Lender; or (b) consents in good faith to the priority of the lien by, or defends against all proceedings which threaten the lien.

Note: third, to amounts payable under paragraph 2; fourth, to interests due; and principal due.
4. Charges: Lema, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority in respect of instruments, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority in respect of instruments, and leasehold payments or ground rents, if any. Pay them on time directly to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph. If Lender makes these payments directly, Borrower shall promptly furnish to Lender

any Funds held by Lender, if under paragraph 19 the Property is sold or acquired by Lender, Lender shall have the right to sell the Property prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of than immediately, prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender, no later than immediately, prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit, against the sums accrued by this Secured Instrument.

If the amount of the Funds held by Lender, together with future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrowers option, either promptly repaid 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, Lender may demand an amount necessary to make up the deficit in one of more escrow items as directed by Lender.

1. The Funds shall be held in an institution the depositors of which are guaranteed by a receiver if included in the same or accounts of which are secured by a receiver if included in the same.

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 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 priority over this Security Instrument; (b) yearly household payments of ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are collectively called "Taxes".

3. Payment of Prejudgment and Late Interest; Prepayments and 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.