

UNOFFICIAL COPY

57441373

(Space Above This Line For Recording Data)

Loan # 016000029

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 29.....
 19...86.. The mortgagor is DOUGLAS H. ZABRIN AND MARY K. ZABRIN, HIS WIFE.....
 ("Borrower"). This Security Instrument is given to
 ..AMERICAN HOME FINANCE, INC....., which is organized and existing
 under the laws of ILLINOIS....., and whose address is
 1250 W NEWST HWY 1700 PALATINE, IL 60067..... ("Lender")

Borrower owes Lender the principal sum of ..EIGHTY FOUR THOUSAND & 00/100..... Dollars (U.S. \$..... 84,000.00....). 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 FEBRUARY 1st, 2002..... 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 103 IN MILL CREEK UNIT TWO, BEING A SUBDIVISION OF PART OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$12.25
 T#4444 TRAN 1456 08/18/87 14:25:00
 H5790 # D 44-537-471373
 COOK COUNTY RECORDER

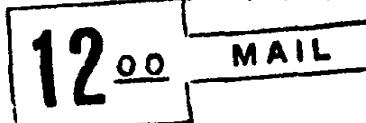
-87-441373

TAX I.D. NO. # 03-08-212-013
 which has the address of 1315 MILLCREEK DRIVE, 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 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.



UNOFFICIAL COPY

ATRIST FAMILY HOME
2900 OGDEN AVE.
LISLE, IL 60532

TRUST FAMILY MORTGAGE COMPANY, INC.

RECORD AND RETRIEVE ALGORITHMS

PREPARED BY:

NOTARY PUBLIC

28 | 6 | MY COMMISSION EXPIRES: 2 | 6

DECISIONS, 1989.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS
THIRTY-ONE DAY OF MAY, ONE THOUSAND EIGHT HUNDRED AND TWENTY-THREE.

AND PURPOSES THEREIN SET FORTH.

THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES

THIS DAY IN PERSON, AND AGENTWELL, EDGEID THAT THEY SIGNED AND DELIVERED

WHOSE NAMES ARE SUBSCRIBED TO THE FORGEORIE INSTRUMENTS, APPARELLED BEFORE ME,

COONTRY AND STATE, DO HEREBY CERTIFY THAT D E A Q U O H. ZADKIN, JR.
PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS
MAY E. ZADKIN, JR., wife

I, *John C. Gandy*, a Notary Public in and for said County of Illinois, do hereby

[Space Below This Line For Acknowledgment]

Instrument and in any rider(s) executed by Borrower and recorded with it.
DODGE, H. ZACHAN
Borrower
(Seal).....
MARY K. ZACHAN
Borrower
(Seal).....

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY OTHER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Other(s) [Specify] _____

- Adjustable Frame Rider
- Condominium Rider
- 2-4 Family Rider
- Graduate Project Rider
- Planned Unit Development Rider

This Security Agreement, this , 20 , the parties hereto, being the and the , agree as follows:

22. **Waiver of Homested**, Borrower waives all right of homestead exemption in the Property.

21. **Receivers' bonds and reasonable attorney's fees.** And then to the sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

the appomitted receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

but not limited to, reasonable attorney's fees and costs of title evidence.

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including

secured by this Securitity Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remit late acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to accelerate and foreclosure. If the default is not cured on or before the date set for the sale, the trustee may proceed with the sale.

unless otherwise specified; (a) the notice shall specify; (b) the action 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 sum(s) due.

19. Acceleration following Borrower's breach of any covenant or agreement, Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

NON-UNIFORM COVENANTS Bottower and Lender further covenant and agree as follows:

UNOFFICIAL COPY

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

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 prepayment 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 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 on the Property, if 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 data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the 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 Borrower's 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, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, 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 secured by this Security Instrument.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, 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 them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge 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) 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 an agreement 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 identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts 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 withheld.

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 requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly 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 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 applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that 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 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

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 that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then 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 Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

UNOFFICIAL COPY

18. Borrower's Right to Remonstrate. 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 Borrower may specify) for reparation; or (b) entry of a judgment instrument before sale of the Property pursuant to any power of sale contained in this Security Instrument (or any time specified for reparation). Those conditions are that Note had no acceleration (a) plus Leader's all sums which then would be due under this Security Instrument and the Note had no acceleration (b) plus any delinquent payments or other amounts due under this Security Instrument (c) plus all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, and (d) such action as lender may take to assure that the lien of this Security Instrument is unchallenged. Upon remonstration by Borrower, the Security Instruments secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remonstrate shall not apply in the case of acceleration under paragraphs 13 or 17.

(1) Lender may exercise this option. 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 accrued by this Security instrument. 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 accrued by this Security instrument. Lender may further notice of demand on Borrower.

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 a Beneficial Interest in Borrower is sold or transferred in whole or in part, the general law as of the date of this Security Instrument shall not be exercised by Lender if exercise is prohibited by section 8-303 of the UCC.

13. Governing Law; Severability. This Security Instrument shall be governed by the laws of the state in which the Property is located. In the event that any provision of this Section or the instrument in which the Property is located is held invalid or unenforceable, such provision shall be severed from the instrument and the remainder of the instrument shall remain in full force and effect.

14. Borrower's Copy. Borrower shall be given one copy of this Note and of this Security Instrument.

13. Legislative Attaching Lenders' Rights. If nonreciprocal or expressation of applicable laws has the effect of rendering any provision of this Note of this instrument void, the parties hereto shall have the right to renegotiate the terms of this instrument in full or in part, and to attach such other provisions as may be necessary to make this instrument valid and enforceable under the laws of the state in which it is executed.

11. **Accessories and Assembly's Purchase; Joint and Several Liability; Co-signers.** The co-contractors and agreements of this Security Instrument shall bind and benefit the accessories and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-contractants and severals shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, is co-signing this Security Instrument only to mortgage 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, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

If the customer is unable to settle a claim for damages, Borrower shall to respond to Lender within 30 days after the date the condominium owners to make an award or settle a claim for damages, either choose to pay the security instrument, whether or not then due.

Decide the targeting, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower.

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

9. **Condemnation.** The proceeds of any award or claim for damages, directly or in connection with any condemnation of any part of the property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

11. Borrower shall pay the debts and obligations which may arise from the transaction or otherwise in connection therewith, and shall remain liable therefor until such time as the requirements of this instrument are satisfied.

UNOFFICIAL COPY

3 / 3

87441374

FWMC #307015

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 3RD DAY OF AUGUST,
1987. The mortgagor is ERIC J. SCHORSCH AND DENISE MARIE SCHORSCH, HIS WIFE,
("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 Grand - P.O. Box 49067, Illinois 60649. ("Lender").
Borrower owes Lender the principal sum of ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100THS,
Dollars (U.S. \$135,000.00). 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 SEPTEMBER 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.

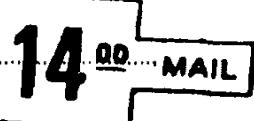
LOT 161 IN VIRGINIA LAKE SUBDIVISION UNIT NUMBER 3, BEING A SUBDIVISION OF
PART OF THE SOUTH WEST 1/4 AND PART OF THE SOUTH EAST 1/4 OF SECTION 12,
TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

PERMANENT TAX I.D.#: 02-12-403-016

87441374

DEPT-01 RECORDING \$14.25
TRN 1656 08/10/87 14:25:00
87441374 4 D 87441374
COOK COUNTY RECORDER

which has the address of 1321 COOPER,
(Street)
Illinois 60067,
(Zip Code) ("Property Address");
PALATINE (City)



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.

UNOFFICIAL COPY

0117

This instrument was prepared by MARY

Notary Public

My Commission expires: 9-6-88

(Persons) Acnowledging

The foregoing instrument was acknowledged before me this
3rd day of February, 1989.

STATE OF
COUNTY OF

FIRST WESTERN MORTGAGE
540 North Court
Palatine, IL 60067

MAIL TO:

[Space Below This Line For Acknowledgment]

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

Graduated Pilot Rider Planned Unit Development Rider
 Commercial Rider Other(s) [Specify] _____

Instruments such as Agreements of this Security Document are called **instruments of security**. Such instruments are used to give the creditor(s) a right to seize and sell the debtor's assets if the debtor fails to pay the debt.

22. **Waiver of Homestead.** Borrower will right of homestead exception in the Property.

23. **Pledge to the Security Instrument.** If one or more pledges are executed by Borrower and recorded together with instructions without regard to Borrower's recordation shall pay any recording costs.

The Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of maintenance of the property and collection of rents, including fees, but only to the extent of the sums secured by this instrument.

but not limited to, reasonable attorney's fees and costs of title evidence).

extinction of a debt or any other debt of Borower to accelerate and due date in respect of the acceleration of the debt or the payment of the debt before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument by judicial proceeding.

Secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further serve to cure the deficiency or before the notice may result in acceleration of the sums and (d) shall remain valid for 30 days from the date the notice is given to Borrower, by which time the defaulter must be cured;

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower following following Borrower's failure to pay any sum due under this Note or any other obligation of Borrower to Lender.

20. Security interest. The notice shall specify: (a) the debt; (b) the action required to accelerate payment of the debt; (c) the amount due; and (d) any other information required by law or otherwise.