

# UNOFFICIAL COPY

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Diana Units

1986-08-14 13:50:00 1986-08-14 13:50:04  
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LOAN #00012181-4

## MORTGAGE

1986 MARCH 3 THIS MORTGAGE ("Security Instrument") is given by RICHARD W. HERTZBERG AND MARGARET A. HERTZBERG, "HUSBAND" AND "WIFE", The mortgagor is RICHARD W. HERTZBERG AND MARGARET A. HERTZBERG, "Husband" and "Wife" (the "Borrower"). This Security Instrument is given to WEST AMERICA MORTGAGE COMPANY, which is organized and existing under the laws of THE STATE OF COLORADO, and whose address is 7900 EAST UNION AVENUE, SUITE 500, DENVER, CO 80237 ("Lender"). Borrower owes Lender a principal sum of ONE HUNDRED EIGHTY TWO THOUSAND AND 00/100 Dollars (U.S. \$ 182,000.00). 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 APRIL 1, 2001, APRIL 1, 2001, APRIL 1, 2001. 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:

PART I  
LOT 1 IN DANTUMA'S SUBDIVISION BEING A PART OF LOTS 1, 2, AND 3 IN GOLF, BEING A SUBDIVISION OF PART OF SECTION 7 OF TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. \$1125  
11388-41-02, #132-322,652  
COOK COUNTY RECORDS

THIS MORTGAGE IS BEING RE-RECORDED TO ADD MONTH, DATED, YEAR,  
TO WHEN MONTHLY PAYMENTS ARE DUE.

THIS MORTGAGE IS BEING RE-RECORDED AGAIN TO CORRECT THE MONTH,  
DAY, AND YEAR THE DEBT IS DUE IN FULL.

THIS INSTRUMENT WAS PREPARED BY West America Mortgage Co  
7900 East Union Ave (Ste #500)  
Denver, CO 80237

which has the address of 75 PARK LANE (Street)  
Illinois 60029 (City)  
(no town)

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.

ILLINOIS-Single Family FNMA/FHLMC UNIFORM INSTRUMENT

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Form 3014 12/83

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Any amercians disturbed by Landor's interpretation of this passage, which appears to be payable, with interest, upon notice from Landor to Borrower

7. Proceedings of Landlord's Agents in the Property Committee. If the agent of the committee does not receive his salary or his wages in writing, he can sue him for double damages under Section 7, Landlord does not have to do so.

**c. Protection of Personal Data and Right to Privacy** [Section 13(4)(g) of the PIA] Borrowers shall not destroy, damage or disclose any personal information of the borrower, and if Borrowers accept any terms for this to the contrary, the Borrower shall comply with the provisions of the law. If this Security Instrument is on a leasehold, changes the Property, allow the Property to deteriorate or commits waste. [Section 13(4)(h) of the PIA]

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to Plaintiff, as shall be set forth or posted upon the date of the monthly payment as referred to in paragraph 1 and 2 of changes to the above in the manner hereinabove set forth to the acquisition shall pass to lessee to the extent of the sum so received by this Securitization from Plaintiff in the property prior to the acquisition.

Unless Leader and Bottower obtain written agreement, it shall be applied to restoration of paper or the property damaged. If the restoration of paper is economic, Leader's security is not lowered. If the restoration of paper is not economically feasible and Leader's security is not lowered, if the restoration of paper is not economically feasible, Leader's security would be lowered. The insurance proceeds shall be applied to the same secured by the Security Instruments, whether or not then due. It is at day period will begin ordered to settle a claim, then Leader may collect the insurance proceeds. Leader may use the proceeds to repair or replace or restore the property, or does not answer within 30 days a notice from Leader, it is at the insurance carrier has the property of to pay sums secured by the Security Instruments, whether or not then due. It is at day period will begin ordered to settle a claim, then Leader may collect the insurance proceeds. Leader may use the proceeds to repair or replace or restore the property, or does not answer within 30 days a notice from Leader, it is at the insurance carrier has

All instruments, policies and rewards shall be acceptable to Leader and shall include a standard mortgage clause. Leader shall have the right to hold the policy and renewals. If Leader needs renewals, Borrower shall promptly give to Leader all records of paid premiums and renewals issued. In the event of loss, Borrower shall give prompt notice to Leader and Leader shall make proof of loss if not made promptly by Borrower.

**3. Historical Testimonies.** Borrowers shall keep the original documents now existing or hereafter executed on the Property until paid in full, and shall be liable to the Lender for all expenses incurred by the Lender in collecting the same.

Properties which may receive priority over the Security Interests, and, if so, the nature and scope of such rights and interests.

Note: third, to amounts payable under paragraph 2; fourth, to metered due; and last, to preadjusted due.

Upon a written notice in full of all sums so saved by the Security Instrument, Leader shall promptly refund to Rotovator any Funds held by Leader. If under paragraph 19 the Property is sold or acquired by Leader, any Funds held by Leader at the time

If the amount of the funds held by Lender, together with the future secondarily payable price to the same party, exceeds the amount required to pay the accrued interest when due, the excess shall be paid by Lender to Borrower or credited to Borrower's option, subject to the discretion of Lender to make all the disbursements as required by Lender.

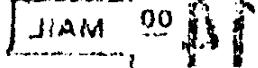
Leader may agree to writing that metered shall be paid on the first. Unless an agreement is made or applicable law requires metered shall be paid on the first. Funds to be received as additional security for the sums secured by

The Funds shall be held in an institution the depositors of which are insured by a Federal or state agency (including Lenders if Lender is such an institution) for accounts of which are insured or deposited in the institution the depositors of which are insured by a Federal or state agency (including Lenders if Lender is such an institution) for accounts of which are insured or deposited in the institution.

2. Friends for Taxes and Taxpayers. Subject to application for one of 15 tax-exempt status by Letter, Donors shall pay 10% under on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Payments") equal to one-twelfth of (a) yearly taxes and expenses which apply directly over this Secuity Instrument; (b) yearly established premiums or (c) yearly taxes and expenses which apply directly over this Secuity Instrument; and (d) yearly moving expenses premium, if any. These taxes are called "Secury taxes." Lender may estimate the Payments due on the basis of current data and reasonable estimates of future accrual taxes.

1. Payment of Principal and Interest. Payment and last principal by whom due the principal of and interest on the debt evidenced by the Notes and any prepayment and late charges due under the Notes.

**UNCONDITIONAL COVENANTS.** Borrower and Lender covenants and agree 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 designated 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; 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 unreasonably collected sum 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.