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DEPT-01 RECORDING \$14.00
T#0222 TRAN 0174 06/09/87 09:36:00
#1220 # 1B **-87-312168
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

HMS# 060348-0
COM# 0290014611

THIS MORTGAGE ("Security Instrument") is given on **MAY 21** 1987. The mortgagor is **ALBERT FURMAN AND KATHLEEN A. FURMAN, HIS WIFE** ("Borrower"). This Security Instrument is given to **HOUSEHOLD BANK FSB, A FEDERAL SAVINGS BANK**, which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is **255 EAST LAKE STREET BLOOMINGDALE, ILLINOIS 60108** ("Lender"). Borrower owes Lender the principal sum of **SEVENTY NINE THOUSAND FIVE HUNDRED AND 00/100-Dollars (U.S. \$79,500.00)**. 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 **JUNE 1, 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**:

(EXCEPT THE SOUTH 575 FEET AND EXCEPT THE NORTH 33 FEET THEREOF) THE WEST 1/2 OF THE NORTH 1/2 OF THE WEST 10 ACRES OF THE EAST 20 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.P. #^{FAD} 05-31-305-001 ^{ALL}

14⁰⁰

which has the address of

944 GLENWOOD ROAD
(Street)

GLENVIEW
(City)

Illinois

60025
(Zip Code)

("Property Address");

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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BLOOMINGDALE, ILLINOIS 60108
255 EAST LAKE STREET

(Address)
HOUSEHOLD, BANK, FSB.

(Name)
JUDGE, GVARER

This instrument was prepared by:

Notary Public
Marilyn J. Fournier

My Commission Expires 8/10/88
Notary Public, State of Illinois
Marilyn Fournier, Thomas
"OFFICIAL SEAL"

Given under my hand and official seal, this 21st day of MAY

1987.

agreed and delivered the said instrument as THIRTY FREE AND VOLUNTARY ACT, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he or she

personally known to me to be the same person(s) whose witness(es) ARE

do hereby certify that ALBERT FURMAN AND KATHLEEN A. FURMAN, HIS WIFE

" Notary Public in and for said county and state,

1. THE UNDERSIGNED

STATE OF ILLINOIS, COOK

County of

—Borrower
—(Seal)

—Borrower
—(Seal)

KATHLEEN A. FURMAN
X *Kathleen A. Furman*
ALBERT FURMAN
X *Albert Furman*
—Borrower
—(Seal)

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

- Other(s) (Specify) _____
 Graduate Program Rider
 Planned Unit Development Rider
 2-4 Family Rider
 Adjustable Rate Rider
 Condominium Rider
 2-4 Family Rider

Instrument that the covenants and agreements of this Security Instrument as if the other(s) were a part of this Security
this Security Instrument, if one or more riders are executed by Borrower and recorded together with
this Security Instrument, the other(s) shall be incorporated into and shall amend and
23. Rider to this Security Instrument, if one or more riders are executed by Borrower and recorded together with
this Security Instrument, the other(s) shall be incorporated into and shall amend and
22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Releasee. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument of all reasonable attorney's fees, and then to the sum secured by this Security
costs of collection of rents, including, but not limited to, receiver's fees, premiums on
receivers bonds and reasonable attorney's fees, and collector or the receiver shall be applied first to payment of the
costs of collection of rents, including, but not limited to, receiver's fees, premiums on
the property including those past due. Any rents collected by the receiver shall be applied first to collect the rents of the
appromited receiver) shall be entitled to redeem prior to take possession of and manage the property and to judge all
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time
but not limited to, reasonable attorney's fees and costs of title evidence.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,
this Security instrument without further demand and may receive the security instruments by judicial proceeding.
Lender shall be entitled to collect all expenses incurred in the notice, acceleration, or cancellation of this security
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
inform Borrower of the right to accelerate after the right to assert in the notice proceeding the further
secured by this Security instrument, receiver by judicial proceeding and sale of the property. The notice shall further
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
and leases a payable law provides otherwise. The notice shall specify: (a) the default to cure the
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless acceleration of the security instrument and sale of the property. The notice required to cure the
19. Acceleration: Remedies. Lender shall give notice to accelerate following Borrower's

NON-UNIFORM COVENANTS. Borrower and Lender further covenant 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 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. Noticees. 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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Any amounts distributed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument under the terms and conditions set forth in this Agreement.

6. **Instruments of Immovable Property**: Prior to the acquisition,
Borrower shall not destroy, damage or absquatulate
any part of the Property, allow the Possession of the Property
to deteriorate or commit waste. If this Security Instrument is on a leasehold and
changes the Possession, Borrower shall comply with the provisions of the lease and if Borrower acquires title to the Property, the leasehold and
Borrower shall comply with the provisions of the lease and if Borrower acquires title to the Property, the leasehold and

Under this section, BorroWer shall not be liable for any damages resulting from the use of the software or any information contained therein, except as provided in the following paragraph.

All information received shall be acceptable to Leander and shall include a standard moisture clause.
Leander shall have the right to hold the policies and renewals. If Leander requires it, Borrower shall promptly give to Leander all receipts of paid premiums and renewal notices. In the event of loss, Bo rook or shall live prompt notice to the insurance carrier and Leander. Leander may make proof of loss if not made promptly by Borrower.

5. Hazardous Insurance. Borrower shall keep the property of heretofore received on the insurance policies in accordance with the terms and conditions of the policy.

Borrower shall pay the fees security instruments, and continuing payments of ground rents, in any event where marks these payments directly. Borrower shall promptly furnish to Lender to be paid under this paragraph, if Borrower makes these payments directly. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the extent owed by Borrower.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first against interest and then against principal.

amounts necessary to make up the deficiency in one or more payments as required by Lender.

requisitions increases 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 Funds are pledged as additional security for the sums secured by

least-squared polynomial fits or quadratic functions, and the corresponding quadratic coefficients are used as measures of the degree of curvature of the relationship between the independent variable and the dependent variable.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of principal and interest; prepayments and late charges.

2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Lender, Borrower shall pay taxes and insurance which Note may attain priority over this Security Instrument; (b) yearly maintenance fees and assessments which Note may attain priority over this Security Instrument;