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THIS INSTRUMENT WAS PREPARED BY:

J. J. Jolka/Reschky  
Cole Taylor Bank/Skokie  
4400 West Oakton St.  
Skokie, IL 60076

DA 8/11/1232

88537700

[Space Above This Line For Recording Date]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 21, 1988. The mortgagor is NEIL FRIEDMAN and PAULA FRIEDMAN, HIS WIFE ("Borrower"). This Security Instrument is given to COLE TAYLOR BANK/SKOKIE, which is organized and existing under the laws of the State of Illinois, and whose address is 4400 West Oakton Street, Skokie, IL 60076 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND AND NO/100- Dollars (U.S. \$100,000.00). 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 October 21, 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 26 of Morton Woods Subdivision being a Subdivision in the North East 1/4 of Section 18, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT TAX NO. 10-18-206-057

14<sup>00</sup>

COOK COUNTY, ILLINOIS  
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which has the address of 6527 Maple (Street), Morton Grove (City), Illinois 60053 (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 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.

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Harold A. Chmiele  
Cole Taylor Bank/Skokie  
4400 West Oakton Street  
Skokie, IL 60076

PLEASE RETURN TO:

(specify below this line required for lender and recorder)

..... *John G. Quinn* John G. Quinn  
Notary Public

Commission expires: 12/17/9

I, John Doe, Notary Public in and for said county and state,  
hereby certify that, John Doe, Notary Public, State of California,  
a Notary Public in and for said county and state,  
personally known to me to be the same person(s) whose name(s)  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she  
signed and delivered the said instrument as a free and voluntary act, to the uses and purposes therein  
set forth.

STATE OF ILLINOIS, ..... County ss:

*Paula Fritzedman*  
X Paula Fritzedman  
-Bartender  
.....(Seal)

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

- 2-4 Family Rider
  - Condominium Rider
  - Planned Unit Development Rider
  - Graduate Flyer Rider
  - Other(s) [Specify]

This Security Instrument is one of more than 100 security instruments in the collection of the University of Michigan Law School Library.

22. *Waver of Homestead.* Borrower waives all right of homestead exemption in the Property.

21. Releasee. 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.

Costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, costs, premiums on receiver's bonds and reasonable attorney's fees, and them to the sums secured by this Security Instrument.

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 initial sale, Lender (in person, by agent or by judgeable process) may enter upon the Property and remove therefrom all fixtures, personal property and chattels.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of little evidence.

before the date specified in the notice. Lender is to its option may require immediate payment in full of all sums secured by collateral specified in the notice or any other evidence of debt or obligation to Lender or to the extent necessary to protect Lender's interest in the collateral, and may require that such payment be made before the date specified in the notice.

major form. Borrowing of the right to remit estate after acceleration, however, is often done by joint tenancy agreements and provides for the transfer of title to the non-

(d) The failure to cure the defect within 30 days from the date of notice to the owner, by which time defendant must be entitled to sue for specific performance.

unless as applicable law provides otherwise. The notice shall specify: (a) the details; (b) the action required to rectify the non-compliance; (c) the date by which the non-compliance must be rectified; and (d) the name and address of any person or entity to whom the notice is given.

19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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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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Any amounts disbursed by Lender under this paragraph / shall become due on demand of Borrower or upon the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment.

7. **Execution of Lender's Rights in the Property:** Mortgagor fails to perform the covenants and agreements contained in this Security Instrument to the satisfaction of Lender, Lender may take action under this paragraph 7, Lender does not have to do so.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change 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 fixtures shall remain with the Property to allow the lessee to continue to occupy the Property.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal, shall not exceed 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 interest.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 31st day of December of each year, Lender may collect the instrumental proceedings. Lender may use the property to prepare to receive

Less Lender and Borrower otherwise provide in this Note and in accordance with the terms hereof.

All insurance policies and renewals shall be acceptable to Lender, and shall include a standard mortgage clause.

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 or (b) used by the Lender in a manner acceptable to Lender; (b) conveys in good faith the Lien by, or defends against suit or proceeding of the Lender.

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts

Note: third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.  
Paragraphs 1 and 2 shall be applicable, to the charges due under the note, second, to principal due, the  
Borrower shall pay all taxes, charges, fines and impossibilities attributable to the  
Property which may arise from this Security instrument, and leasehold payments or ground rents, if any  
Borrower shall pay these obligations in part, or if not paid in that manner, Borrower shall

any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender shall apply, no later than immediate application of any sums secured by this instrument.

amount of the funds held by Lennder is not sufficient to pay the escrow items when due. Borrower shall pay to Lennder any amount necessary to make up the deficiency in one of three ways:

If the amount of the Funds held by Lennder, 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, this Security Instrument.

shall give to Bortower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the sums secured by the Funds as additional security for the sums made available to the Funds under this Article.

The Funds shall be held in an institution the deposits or accounts of which are insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items under the Note for holding the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applies the interest to make such a charge. Borrower and Lender may not charge for holding the Funds, analyzing the account or verifying the escrow items, unless Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law

responsible for payment of principal and interest on the notes in the amount of \$                , plus interest at the rate of                  percent per annum, from the date of the note to the date of maturity, and for all costs of collection and reasonable attorney's fees if any.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay monthly payments 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 strain priority over this Security Instrument; (b) yearly

**UNIFORM CONTRACT FORMS** - Borrower and Lender shall pay when due:  
1. Payment of Premium and Interest Prepayment and Late Charges.