

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 21  
19...89. The mortgagor is ..... JESSE GERSON AND ELOISE GERSON, HUSBAND AND WIFE  
("Borrower"). This Security Instrument is given to  
..... GALMET SECURITIES CORPORATION, which is organized and existing  
under the laws of the State of Indiana, and whose address is P. O. Box 208,  
Schererville, Indiana 46375 ("Lender").  
Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED  
AND NO/100----- Dollars (U.S.\$ 184,500.00). 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 DECEMBER 1, 2019. 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 5 IN SCHUHAM-KRON ADDITION TO LINCOLNWOOD SOUTH EAST 1/4 SECTION  
27, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

1500

PERM TAX NO.: 10-27-422-044-0000 VOLUME 125

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which has the address of ..... 7338 N. KEYSTONE Street, LINCOLNWOOD  
Illinois 60646 Zip Code: ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
apportionances, 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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3

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.

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18. Borrower's Right to Remedy. If the Borrower meets certain conditions, Borrower shall have the right to have application of this Security instrument discontinued prior to the end of the 180 days after such other period as applicable law permits for certain purposes. The Borrower shall have the right to have the application of this Security instrument discontinued at any time prior to the end of the 180 days after such other period as applicable law permits for certain purposes. The Borrower shall remain fully entitled to the use of the security instrument until the date of discontinuance.

of not less than 10 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 of Borrower.

federal law as of the date of this Settlement Instrument. Under this option, Plaintiff shall provide the other party with notice of acceleration. The notice shall provide a period

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 for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without friends, partners or co-owners, it is the opinion that no benefit may be derived by persons other than the Seller from this instrument. However, this opinion shall not be extended by the Seller as to his opinion that no benefit may be derived if another is placed in full or all sums received by the Seller prior to the date of this instrument.

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.

(5) **Corporating Law; Separability.** This Statute instrument shall be governed by its separate laws and the law of the State in which it was incorporated.

**14. Notices.** Any notice to Horwitzer provided for in this Security Interest shall be given by delivering it or by facsimile.

<sup>13</sup> Legislation affecting Landers Rights. If enactment of application of applicable laws has the effect of reducing any provision of the Note of this Security instrument according to its terms, Landers may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies permitted by law. If Landers exercises this option, Landers shall take the steps specified in the second paragraph of

permitted hims will be rendered to Horrower. I sendt hims also to make this reward by redacing the principal and under the Note to be making a direct payment to Horrower for his reward and reduces principal. the reward will be treated as a partial payment without any preparament charge under the Note.

12. **Loan charges.** If the loan secured by this security instrument is subject to a law which bars maximum loan charges, and that law is thereby interpreted so that the interest or other loan charges collected or to be collected in arrears, and which the loan is thereby interpreted so that the charge to the permitted limit, and to pay sums already collected from former which exceed the charge to the permitted limit, and to pay sums already collected from former which exceed the amount necessary to reduce the charge to the permitted limit, any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit.

the sums secured by this Security Lien instrument, and/or 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 prior Borrower's consent.

as the original *Bethelweaver* of *Two Rivers*, successive in interest. Any looter who may be lucky enough to exercise his right of remedy

intercourse of Horowitz's in his speech to the original Board of Horowitz's successors in interest. In addition, he may have been induced to release the identity of the original Board of Horowitz's successors in interest by the statement of the attorney general of the state, which stated that the attorney general had received information from the FBI that the attorney general had been approached by the attorney general of the state to release the names of the successors succeeded by the attorney general of the state by reason of any demand made by the attorney general of the state.

I, the lessor, under and beforewater after whose agreement in writing, any application of proceeds to principal shall not exceed or exceed the amount of such payments.

If the property is damaged or destroyed by fire, robbery, or other causes, the lessee may deduct the amount of the damage from the rent due.

If the property is abandoned by Borrower, or if either holder has failed to forward to the servicer all the documentation offered by the servicer to Borrower, before 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.

9. **C. Academication:** The proceeds of any award or claim for damages, direct or consequential, in connection with any academic or other taking of any award or claim for damages, direct or consequential, in lieu of condemnation, are hereby assessed and shall be paid to the proper officer of the Board.

Insurance terminations in accordance with Borrower's and Lender's written agreement or applicable law.

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## UNIFORM MORTGAGE RIDER

This Uniform Mortgage Rider is made this 21ST day of NOVEMBER 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned, the Mortgagor, to secure a Mortgage Note to Calumet Securities Corporation, the Mortgagee, of the same date and covering the property described in the Mortgage. The rights and obligations of the parties to the Mortgage to which this rider is attached and to the Note which it secures are expressly made subject to this rider. To the extent they are not modified by this rider all the terms, conditions, covenants and other provisions of the Mortgage and Note shall remain in full force and effect.

1. Covenant 2, paragraph 2, of the Mortgage shall be amended to read as follows:

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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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.

IN WITNESS WHEREOF, The said Mortgagor has hereunto set THEIR hand S and seal this 21ST day of NOVEMBER , 19 89 .

JESSE GERSON

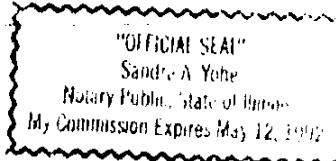
ELOISE GERSON

This instrument was prepared under the direction of K.G. JONES, A.K., Senior Vice President of CALUMET SECURITIES CORPORATION.

STATE OF ILLINOIS ,  
COUNTY OF COOK , ss:

Before me, the undersigned, , in official  
of the State of ILLINOIS , , on this 21ST day of NOVEMBER , 19 89,  
personally appeared JESSE GERSON AND ELOISE GERSON  
and acknowledged the execution of the foregoing Mortgage.

Witness my hand and official seal the day and year last above written.  
My commission expires:



NOTARY PUBLIC

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