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COOK COUNTY RECORDER

... [Space Above This Line For Recording Date]

This instrument was prepared by:
MARGARETTEN & COMPANY INC

887 E WILMETTE ROAD PALATINE IL 60067

THIS MORTGAGE ("Security Instrument") is given on March

60103715 20th, 1990

The mortgagor is

KER BARHOUMEN. AND FAIROUZ BARHOUMEN., HIS WIFE

("Borrower"). This Security Instrument is given to MARGARETTE? & COMPANY, INC.

a corporation which is organized and existing under the laws of the State of New Jersey, and whose address is

One Ronson Roed

Iselin, New Jersey 08830

("Lender").

Borrower owes Lender the principal som of

Forty- Five Thousand, and 00/100

Dollars (U.S. \$ 45,000.00). 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 1st, 2005 . 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 project 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 over located in COOK County, Illinois

THE SOUTH 4.50 FEET OF LOT 1 AND ALL OF LOT 2 IN BLOCK 16 IN KRENN AND DATO'S CRAWFORD PETERSON ADDITION TO NORTH EDGEWATER, A SUBDIVISION OF THE NORTH EAST FRACTIONAL QUARTER OF THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 3. TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0548903, IN COOK COUNTY, ILLINOIS. PIN# 13-03-223-041-2000

which has the address of

6152 N KEYSTONE

CHICAGO, IL 60646

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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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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 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

Offices and shall be payable, with interest to other team notice from Lender to borrower requesting payment.

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 Lander's written agreement or applicable law.

8. Inspection. Lender of its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice and its agent may make reasonable entries upon and inspections.

Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Mote

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 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 lastrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make which hashough bender may rathe action under this paragraph?, Lender does not have to do so.

Any amounts disbursed to under this paragraph? ahall become additional debt of Borrower secured by this Security Instrument. It was amounts of the paragraph? The Morrower and Lender agrees to other terms of navorement is these amounts shall bear interest from the date of disbursement at the Morrower and Lender agrees to other terms of navorement is these amounts shall bear interest from the date of disbursement at the Morrower and Lender agrees to other terms of navorement shall bear interest from the date of disbursement at the Morrower and Lender agrees to other terms of navorement shall bear interest from the date of disbursement at the Morrower. ...?. Protection of Lember's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the cover ints and agreements contained in this Security Instrument, or there is a legal proceeding that may aignificantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to errore laws or regulations), then Lender may do and pay for whatever is necessary

שרונות.

Will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to print has shall not extend or praegraphs 1 and 2 or change the amount of the payments (if inder paragraphs 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, Borrower's right to any insurance of the sequisition.

6. Preservation and Maintenance of Property; Lensebolds. Borrower shall not destroy, damage or sub tailing thange the Property, damage or sub tailing 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 me Property, the leasehold and fee thie shall not metge unless Lender agrees to the merger in writing

will begin when the notice is given.

strument, whether or not then due, with any excess paid to Borrower. It Borrower abancon the Property, or does not answer within 30 days a notice from Lender that the insurance proceeds. Lender may use the proceeds to regul or restore the Property or to pay sums secured by this Security Instrument, warher or not then due. The 30-day period the proceeds to reput or results the sums secured by this Security Instrument, warher or not then due. The 30-day period made promptly by 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 security would be lessened, the insurance proceeds shall he applied to the suns security would be lessened, the insurance proceeds shall he applied to the suns security would be lessened, the insurance proceeds shall he applied to the suns security would be lessened, the insurance proceeds shall he applied to the suns security willing 30 days

All insurance policies and renewals shall be acceptable to Lender and Antibute a standard mortgage clause. Lender shall bave their replaces, in the policies and renewals, it Lender requires, Borrower shall pre mp by 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

Lectures 10 days, of the giving of notice.

S. Hazard, hastigate, Borrower, shall keep the improvements yow existing or hereafter erected on the Property insured against loss by fire, hazard, hazard, included within the term "extended coverage" and any oth it hazards for which Lender requires included within the term "extended coverage" and any oth it hazards for which Lender requires included within the farmance. This insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably within itd.

The insurance noticies and renewals shall be acceptable to Lender and factories a standard montgage chaire. Lender shall have the an incurance and renewals shall be acceptable to Lender and or "tacturence noticies and renewals shall be acceptable to Lender and or "tacturence noticies and renewals shall be acceptable to Lender and or "tacturence noticies and renewals shall be acceptable to Lender and or "tacturence noticies and renewals shall be acceptable to Lender and or "tacturence noticies and renewals shall be acceptable to Lender and or "tacturence noticies and renewals shall be acceptable to Lender and or "tacturence noticies and renewals shall be acceptable to Lender and or "tacturence noticies and renewals shall be acceptable to Lender and or "tacturence or "tacturence or "tacturence" or "tacturence or "tacturence" or "tacturence or "tacturence" or "tacturence or "tacturence" or "tacturence" or "tacturence" or "tacturence or "tacturence" or "tac

shall promptly turnish to Lender an notices of amounts to be paid under this paragraph. It northwer makes inter payments directly, to be promptly furnish to Lender receipte which has priority over this Security Instrument unless Borrower: (a) agrees in writing to 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 forcement of the obligation secured by the lien in a manner, acceptable to Lender; (b) contests in good faith the lien by, or defends against of the property; or (c) secures that any part of the bidger of the bidger of the lien to this Security in strument. If Lender determines that any part of the Property; or (c) secures that any part of the Property is subject to a lien which may attain priority over this Security Instrument. If Lender determines that any part of the security is subject to a lien which may attain priority over this Security Instrument. It lender the property of the security instruments are not appeared by the security instruments. It lender the security is the security instruments are not to all the security instruments.

tain priority over this Security Instrum or, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the tast net priority to the person owed payment. Borrower shall pay them on time directly to the person owed payment. Borrower shall pay them on time directly to the person owed payment altering the paid under this persagnaph. If Borrower makes these payments directly, Be shall promptly furnish to Lender all notices of amounts to be paid under this persagnaph. If Borrower makes these payments directly, Be shall promptly furnish to Lender all notices of amounts to be paid under this persagnaph. If Borrower makes these payments directly, Be shall promptly furnish to Lender all notices of amounts to be paid under this persagnaph.

becurity instrument.

3. Application of Pays.— A. Unices applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied; first, to late charges due; and last, to principal due.

4. Charges; Liens. Borrower size!! As all tast, to principal due.

4. Charges; Liens. Borrower size!! As all tasts, assessments, charges, fines and impositions attributable to the Property which may a substant this Security Instrument.

Security Instrument. Lender. If under paragraph 29 the Property is sold or acquired by Lender at the time of application as a credit against the sums secured by this

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any mads held by quired by Lender.

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 monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow item. when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by the escrow item. 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

pledged as additional security for the sums secured by 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 of 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, in 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 pleased as additional accurity for the sums secured by this Security Instrument. law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Bortower interest on the Funds and applicable cluding Lender it Lender is such an institution). Lender shall apply the Funds to pay the escrowitems. Lender may not charge for holding and

terest on the debt evidenced by the Mote and any preparate and late charges the Mote.

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 assessments are due under the Mote, until the Mote 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 tents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These tiems are called "escrow items." Lender may estimate the Funds and tents on the Property, if any if the Funds and insurance premiums; and (d) yearly mortgage insurance premiums, if any. These tiems are called "escrow items." Lender may standed 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 (includer it lender is such an institution). Lender shall be beld in an institution. Lender shall be beld in an institution.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and in-

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

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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 Walver. 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 by Joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is cosigning 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 consint.

12. Loan Charges. If the log recured 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 re suced 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. Is 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 'nyo e 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 metros. The notice shall be directed to the Property Address or any other address Borrowerdesignates 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 p wided 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 Nete which can be given effect without the conflicting provision. To

this end the provisions of this Security Instrument and the Note are accepted 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. It 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 fecured 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 remediate, ermitted 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 revied 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 Bofrower: (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 agrantents; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; ard (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property of Fortower's obligation to pay may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property control of the Security Instrument and the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the sums secured by this Security Instrument shall continue unchanged. the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (n) the default; (b) the action required 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; and (d) that fallure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 judicial sale, Lender (in person, by agent or by judicially appointed 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 receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security In-

strument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

ment the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supple-23. Biders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this 22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

OCCUPANCY RIDER :bedastis ens anabis gniwoffol edi

. 06 Given under my hand and official seal, this free and voluntary act, for the uses and purposes therein set forth. before me this day in person, and acknowledged that he, she, they signed and dair cred the said instrument as his, her, their personally known to me to be the same person(s) whose name(s) is(are) substribed to the foregoing instrument, appeared KEN BARHOOMEH, AND FAIROUZ BARHOUMEN, , HIS WIFE I, the Undersigned, a Notary Public in and for said county and a see, do hereby certify that Sound Clork's C STATE OF ILLINOIS, FATROUZ BARNOLMEH, and in any rider(s) executed by Borrower and recorded with it. BY SICNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

OI TIVW

My Commission expires:

PALATINE, IL 60067 625 N. COURT, 3RD FLOOR MARGARETTEN & COMPANY, INC

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NY COMMISSION EXP. MAR 24,1995 SIGNATURE STATE OF ILLIBORS NEWS KELLENER WESCHOWSKI

504P

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OCCUPANCY RIDER

60103715

THIS OCCUPANCY RIDER is made this 20th day of March, 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MARGARETTEN & COMPANY, INC.

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: 6152 N KEYSTONE , CHICAGO , IL 60646

OCCUPANCY REPRESENTATIONS, WARRANTIES AND COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower further represents, warrants, acknowledges, covenants, and agrees as follows:

The loan (the "Luar") which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or refinancing) with the proceeds of this loan as my primary residence. I understand that the eligibility criteria for Loan approval, including but not limited to the amount of the required down payment, could be materially different if I were to reside casewhere and instead rent the Property to others as an investment. Accordingly, I will move into the Property within a reasonal le period of time after loan settlement and continue to occupy the Property for a reasonable period of time thereaite. While the phrase "reasonable period of time" is not capable of precise measurement, it shall be construed to further the intentions of the Lender to make an "owner-occupant loan" and not an "investor loan." Lender specifically relied on this representation, warranty and covenant in determining to make the Loan to Borrower and selling such Loan in the secondary market. In the event Borrower shall fail to occupy the Property as aforesaid, then, in accordance with Paragrap's 19 hereof. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument, and pursue any other remedies permitted hereunder. Notwithstanding the foregoing, if the Federal Home Loan Mortgage Corporation ("FHLMC") buys all or some of the Lender's rights under this Security Instrument and Note, the promises and agreements in this Rider will no longer have any force or effect so long as FHLMC, or any of its successors and/or assigns, holds those rights; provided, however, that in the event Lender repurchases all or any portion of the Loan from FFLMC, or any of its successors and/or assigns, the promises and agreements in this Rider will be reinstated and will be fully enforceable against Borrower by Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the lerms and provisions contained in this Occupancy Rider.

KEN BARHOUMEH

Tairais Darhoumeh

FAIROUZ BARHOUMEH

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Property of Cook County Clerk's Office