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MAIL DOCUMENTS TO:
FIRST ILLINOIS MORTGAGE CORPORATION
1410 RENAISSANCE DRIVE
PARK RIDGE ILLINOIS 60068

91459301

COOK COUNTY, ILLINOIS
F. B. I. - U. S. DEPT. OF JUSTICE

1991 SEP -5 PM 2:55

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[Space Above This Line For Recording Data]

MORTGAGE

19-

THIS MORTGAGE ("Security Instrument") is given on

SEPTEMBER 04, 1991

The mortgagor is

ROCCO DEMARSHIMIN, DIVORCED AND NOT SINCE REMARRIED,

("Borrower"). This Security Instrument is given to

FIRST ILLINOIS BANK OF EVANSTON, N.A.

which is organized and existing under the laws of THE UNITED STATES
address is 800 DAVIS STREET EVANSTON ILLINOIS 60204

, and whose

TWO HUNDRED TEN THOUSAND AND 00/100

(Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 210,000.00).

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 01, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 72 IN RANCE VILLAGE UNIT NUMBER 2, IN LINCOLNWOOD, A SUBDIVISION OF THE NORTH
1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT THE EAST 660 FEET) IN SECTION
38, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

1459301

PI# 10-35-425-025-0000

which has the address of 3300 COLUMBIA LINCOLNWOOD
Illinois 60645
(Zip Code)

(Street, City),

("Property Address");

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

100-8R(IL) 0101

VMP MORTGAGE FORMS - (313)283-8100 - (800)821-7201

Page 1 of 6

Form 3014 8/90

MORT

LOAN NUMBER: DEMARSHIMIN

BOX 333

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Form 301A 8/80

KATHLEEN L. HAWLEY
PARK RIDGE ILLINOIS 60068
1430 RIVERFRONT DRIVE
FIRST ILLINOIS MORTGAGE CORPORATION
This instrument was prepared by:

My Commission Expires:

Given under my hand and of my own free will, this 14th day of October, 1981.
I agree and deliver the said instrument as free and voluntary instrument, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
I personally know to me to be the true person(s) whose name(s)

(1). SOCIO ECONOMIC, EDUCATIONAL AND OTHER INFORMATION
The Undersigned
County ass
STATE OF ILLINOIS,

Social Security Number
Borrower
(Seal)

Social Security Number
Borrower
(Seal)

Social Security Number 341-58-0716
ROD A. DERMASHIMU
(Seal)

Witnesses:

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

- (Check applicable box(es))
24. Riders to the Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, the agreements of each such rider shall be incorporated into and shall amend and supplement
the agreements and instruments of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- V.A. Rider
 Second Home Rider
 Other(s) [Specify]
 Balloon Rider
 Graduated Payment Rider
 Planned Unit Development Rider
 Biweekly Payment Rider
 Conditional Rider
 Adjustable Rate Rider

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall require or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 (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.

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23. Wavelength of transverse, bottomwater waves will reflect the longitudinal extension in the property.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

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As is used in this paragraph 20, "Hazardous substances" are those substances defined as toxic or hazardous substances by law, in accordance with environmental law, and which are used in accordance with environmental law.

If terror were to strike Britain it would give leaders written notice of any such invasion, either by the Foreign Office or other relevant departments.

32. **Liazedations Subscriptions**, however shall not in case of permit the presentee, use, disposed, storage, or release of any
Liazedations Subscriptions, however shall not in case of permit the presentee, use, disposed, storage, or release of any
Liazedations Subscriptions or in the Property; however shall not in case of any
Property that is in violation of any Environmental Law, the proceeding two sentences shall not apply to the presentee, use,
storage or use of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal
operations on the Property of any Environmental Law, the proceeding two sentences shall not apply to the presentee, use,
storage or use of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal
operations on the Property.

19. **Slide of Note** or **Change of Loan Servicer**, The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A slide may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer under the Note and this Security Instrument. If there is a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument, it will be the responsibility of the new Loan Servicer and the holder of the Note to make all payments due under the Note. The notice will also contain any other information required by applicable law.

18. **Horrowers's Right to Remonstrate.** If the remonstrant meets certain conditions, he may file a complaint against his employer for damages resulting from his refusal to do his work. The following are the requirements:

- (a) The employee must have been engaged in his regular work at the time of the complaint.
- (b) He must have been compelled by his employer to do something which he believed to be illegal or contrary to his religious convictions.
- (c) He must have refused to do it.
- (d) He must have informed his employer of his religious scruples.
- (e) He must have given his employer a reasonable time to find another person to do the work.
- (f) He must have given his employer a reasonable time to find another person to do the work.
- (g) He must have given his employer a reasonable time to find another person to do the work.
- (h) He must have given his employer a reasonable time to find another person to do the work.
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- (q) He must have given his employer a reasonable time to find another person to do the work.
- (r) He must have given his employer a reasonable time to find another person to do the work.
- (s) He must have given his employer a reasonable time to find another person to do the work.
- (t) He must have given his employer a reasonable time to find another person to do the work.
- (u) He must have given his employer a reasonable time to find another person to do the work.
- (v) He must have given his employer a reasonable time to find another person to do the work.
- (w) He must have given his employer a reasonable time to find another person to do the work.
- (x) He must have given his employer a reasonable time to find another person to do the work.
- (y) He must have given his employer a reasonable time to find another person to do the work.
- (z) He must have given his employer a reasonable time to find another person to do the work.

If a lender exercises his 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 untilated 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.

17. Transferee of the Property or a Beneficiary in 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) to a third party, the Lender may require payment of the principal amount of the Note and all accrued interest thereon by the transferee or beneficiary in interest in Borrower.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) 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 failure 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 non-existence 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Form 3014 9/00

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Borrowower shall promptly discharge any lien which has priority over this Security interest in any amount unless Borrowower:

- (i) pays in full all amounts set forth above within 10 days of the filing of a notice;
- (ii) delivers to the trustee a notice identifying the lien, Borrowower shall satisfy the lien or take other steps to discharge the lien; or
- (iii) secures from the lender a determination that the property is sufficient to cover the deficiency in the lien, if Lender determines that any part of the property is subject to a lien which may attach over this Security interest, Lender may give Borrowower a notice identifying the lien, Borrowower shall satisfy the lien or take other steps to discharge the lien.

4. Charges; Lenses. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may affect priority over this security instrument, and lesseeshold payments of 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 imouents to be paid under this paragraph.

3. Application of regulations. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to minor payments payable under the Note; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the Funds held by Leander exceed the amounts permitted to be held, by applicable law, Leander shall account to Borrower for the Funds held by Leander exceeding the amounts permitted to be held, by applicable law, Leander's sole disbursement.

2. Funds for taxes and insurance, except to implement the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue prior to the Note is paid in full; (b) yearly leasehold payments under on the day monthly payments are due under the Note, until the Note is paid in full; (c) yearly property taxes and assessments which may accrue prior to the Note is paid in full; (d) yearly flood insurance premiums, or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (f) yearly flood insurance premiums, if any; (g) monthly insurance premiums, if any; and (h) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount available under any Note or other instrument under which the Note is paid in full, a sum ("Funds") for: (a) yearly leasehold payments under the Note, until the Note is paid in full; (b) yearly property taxes and assessments which may accrue prior to the Note is paid in full; (c) yearly leasehold payments under the Note, until the Note is paid in full; (d) yearly property taxes and assessments which may accrue prior to the Note is paid in full; (e) yearly hazard or property insurance premiums, or ground rents on the Property, if any; (f) yearly flood insurance premiums; (g) yearly flood insurance premiums, if any; (h) monthly insurance premiums, if any; and (i) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums. These items are called "Escrow Items". Escrow Items or otherwise in accordance with applicable law.

1. **Participation of Principals and Intermediaries:** Preparation 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.

UNIFORM COVARIANTS, BORROWER AND LENDER GOVERNMENT AND AGREEMENTS

THIS SECURITY INSTRUMENT combines uniform coverage for individual use and non-uniform coverages with limited warranties by specifying the nature and extent of each coverage and its relationship to other coverages.

BORROWER COVENANTS shall Borrower be lawfully selected of the estate hereby conveyed and has the right to negotiate, and will defend successfully the title to the Property against all claims and demands, subject to any encumbrances of record.

TO GET THERE WITH ALL THE IMPROVEMENTS now or hereafter granted on the property, and all other improvements, additio-
nal replacement parts of the property. All replacement parts shall also be covered by this Security
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by ceasing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower requires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Page 4 of 6

Form 301A 8/90

16. **Holidaymaker's Copy.** However shall be given one copy of the Note and of this Security Instrument.

to be severable.
given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are deemed constitutes without the Property is located, in the event that any provision or clause of this Security Instrument or the Note which can be satisfied in whole the Note shall be governed by federal law and the law of the State where the Note is located.

15. **Surviving Law.** This Security Instrument shall be governed by the laws of the State in which the Note is given to the holder or owner when given as provided in this paragraph.

Security Instrument shall be deemed to have been given to the holder or owner when given as provided for in this paragraph.

Lender's address stated herein or any other address under designations by notice to Borrower. Any notice provided for in this or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the first class mail unless otherwise use of another method. The notice shall be directed to the Property Address by the first class mail unless applicable law requires use of another method. The notice shall be given by delivering it or by mailing

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery to the holder or owner.

prepayment charge under the Note.

payment to Borrower, if a refund reduces prepayment, the reduction will be treated as a partial prepayment without any prepayment to the Note. In addition, if any sum already collected from Borrower which exceeded payment of the Note or by mailing to the permitted time and (b) any sum already collected from Borrower which exceeded payment of the Note will be returned to the permitted time, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceeded the permitted time, and (b) any such loan charges collected or to be collected in connection with the and that law is finally interpreted so that the interest or other loan charges collected in a way which sets maximum loan charges,

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a way which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

Borrower, Lender may choose to make this reduction by reducing the principal owed under the Note or by mailing to the permitted time and (c) agrees that Lender and any other beneficiary may agree to extend, modify, forgive or secured by this Security Instrument; and (d) is not personally obligated to pay the sum secured by this Security Instrument but does not exceed the Note: (a) is cashing this Security Instrument only to mitigate, limit and convey this instrument but does not exceed the ability of the original creditor or Borrower who sold or gave it. Any Borrower who cashes this Security instrument shall be liable to the successor in interest of the original creditor or Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be sold and several of Lender and Borrower, subject to the provisions of security instrument shall bind and benefit the successors and assigns of Lender and Borrower, except to the extent of this

12. **Successors and Assigns.** Bound; joint and several liability; Co-signers, the covenants and agreements of this

excessive of my right or remedy.

successors in interest. Any forbearance by Lender in exercising my right or remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of my demand made by the original Borrower or Borrower's committance proceedings against any successor in interest, or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original creditor or Borrower, Lender shall not be required to of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

11. **Borrower Not Released; Forbearance.** Extension of the time for payment or modification of such payments.

unless Lender and Borrower do waive 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 charge the amount of such payments.

if the due date of the monthly payments referred to in writing, any application of proceeds to principal shall

secured by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

award or settle a claim or damages, Borrower fails to respond to Lender within 30 days after the date the note is given,

if the Property is damaged by Borrower, or if, after notice by Lender to Borrower that the condenser offers to make an

be applied to the same, secured by this Security Instrument whether or not the sums are then due.

unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

mark value of the Property immediately before the taking is less than the amount of the sums secured immediately before the

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately

this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total

Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amounts secured by

whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument,

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice or its agent many make reasonable efforts upon the instrument of the Property, Lender shall give

9. **Lapse.** Lender or its agent to a specific insurance company cause for the lapse.

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender (requisites) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay

payments may no longer be required, in the option of Lender, if major coverage insurance coverage (in the amount and for the period

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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As a result, Lender will accept, use and retain such payments as it deems necessary to satisfy its rights under the Note or otherwise, unless reserved otherwise.

Any anomalies dispersed by leader under this paradigm shall become additional data of terrorpower scattered by this securely transferred. Unless terrorpower and leader agree to other terms of payment, these anomalies shall bear little cost from the date of disappearance at the Note rate and shall be payable, with interest, upon notice from leader to terrorpower requesting

7. Protection of Landlord's Rights in the Property. If Borrower fails to perform the covenants and obligations contained in the Security Instrument, or there is a legal proceeding that will affect Landlord's rights in the Property, Landlord may sue to protect his rights in the Property.

6. Ownership, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lienholders;

Borrower shall occupy, establish, and use the Property as Borrower's permanent residence within sixty days after the execution of this Security Instrument and in occupancy the Property is Borrower's permanent residence for at least one year after the date of occupancy, unless Lender consents otherwise; unless otherwise specified in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control, Borrower shall not defect, damage or injure the Property, allow the Property to deteriorate, or cause it waste on the Property, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is brought against him in Lender's good faith belief such action could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Interest in interest, Borrower may cure such a default and remediate, as provided in paragraph (b) (i), by curing the default or proceeding to be eliminated within a reasonable time period, but not later than the earlier of (A) the date of the final judgment in the action or proceeding, or (B) the date of the final decision in the appeal of the final judgment, whichever comes first.

Property or otherwise materially impair the lien created by this Security Interest in interest, Borrower may cure such a default and remediate, as provided in paragraph (b) (i), by curing the default or proceeding to be eliminated within a reasonable time period, but not later than the earlier of (A) the date of the final judgment in the action or proceeding, or (B) the date of the final decision in the appeal of the final judgment, whichever comes first.

In addition to the remedies available under this Security Instrument, Lender may sue for specific performance and the recovery of damages for any breach of this Security Instrument, and the recovery of all attorney fees and costs incurred by Lender in connection therewith.

Unless a creditor and Borrower and other parties in writing, any application of proceeds or to principal shall not exceed or surpass the amount of payments received to it in payment of the principal.

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 repair of damage to the property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then under any collateral the insurance proceeds. Lender may use the proceeds to replace or restore the Property or to pay sums accrued by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium clause. Lender shall have the right to hold the policies and renewals. If Lender reacquires, Borrower shall give prompt notice to the insurance carrier and Lender shall premit him and renew all policies. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

5. **Furnished or Propertied** furniture is now classified as furniture erected on the property incurred against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance is intended to insure Lender's rights in the property in case of damage and to pay Lender's expenses in recovering the same.

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 04TH day of SEPTEMBER, 1991,
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

FIRST ILLINOIS BANK OF EVANSTON, N.A.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

3900 COLUMBIAN, LINCOLNWOOD ILLINOIS 60645

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument,
Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the
Property described in the Security instrument, the following items are added to the Property description, and shall
also constitute the Property covered by the Security instrument: building materials, appliances and goods of every
nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the
Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling,
electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control
apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers,
disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain
rods, attached mirrors, cabinets, paneling and attached door coverings now or hereafter attached to the Property,
all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the
Property covered by the Security instrument. All of the foregoing, together with the Property described in the
Security instrument (or the leasehold estate if the Security instrument is on a leasehold) are referred to in this 1-4
Family Rider and the Security instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a
change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change.
Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body
applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior
to the Security instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other
hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first
sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining
covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the
Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender
shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole
discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security instrument is on
a leasehold.

MULTIBSTATE 1-4 FAMILY RIDER - Pennsylvania/Maryland/Mass Uniform Instrument

Form 3170 9/90

Page 1 of 2

CSMP - 67 (10/93)

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 --- (min.)

1. **CROSS-DEPARTMENTAL PROVISIONS**, Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument unless Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Li
Family Rider.

not and will not perform any act that would impair Lender's rights or from exercising any of its rights under this paragraph.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents and/or funds expended by Lender for such purposes shall become independent of Borrower to Lender secured by the Security Instrument pursuant to Uniform Convention 7.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums accrued by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's assignee upon Lender's written demand to the tenants; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's assignee shall be applied to the costs of retaining counsel of and managing the Property and collecting the Rents, including, but not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, preparer and witness costs, security instruments, taxes, and other charges on the Property, and when so used no account for insurance premiums, taxes, assessments and other charges on the Property shall be liable to the Lender, except as provided in the Security Instrument; and (v) Lender's rights shall be cumulative and not exclusive.

H. ASSIGNMENT OF RENTS; APPORTIONMENT OF RENTS; RECLIVER, LENDER IN POSSESSION.
Borrower absolutely and unconditionally assigns and conveys to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents are payable. Borrower authorizes Lender or Lender's assignee to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's assignee to collect the Rents, and agrees that each tenant of the Property shall receive from Lender or Lender's assignee a statement of the amount of the Rents due and payable, and agrees that Lender or Lender's assignee shall receive the Rents until Lender has given notice to the tenant(s) that the Rents pursuant to paragraph 2 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for security only.