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MORTGAGE

FNC # 057656-4

THIS MORTGAGE ("Security Instrument") is given on AUGUST 30, 1991
The mortgagor is MARK E. HOLZMAN, MARRIED TO VICKI L. HOLZMAN

FLEET NATIONAL BANK
which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is
11200 WEST PARKLAND AVENUE, MILWAUKEE, WISCONSIN 53224

(“Lender”). Borrower owes Lender the principal sum of
SEVENTY ONE THOUSAND NINE HUNDRED AND 00/100
Dollars (U.S. \$ 71,900.00). 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
SEPTEMBER 1, 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:

THE EAST 200 FEET OF THE NORTH 1/2 OF LOT 2, IN BLOCK 13,
IN ARTHUR T. MC INTOSH AND COMPANY'S CICERO AVENUE
SUBDIVISION IN SECTION 15 AND 16, TOWNSHIP 36 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

which has the address of 15210 SOUTH KILBOURN AVENUE
[Street]
Illinois 60452 ("Property Address")
[Zip Code]

OAK FOREST
LAW

ILLINOIS- Single Family - Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014-990 (page 1 of 2 pages)

Great Lakes Brothers Farms, Inc. ■
To Order Call 1-800-533-9393 ■ Fax 716-791-4131

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Form 301A 9/90 (page 6 of 6 pages)

HOMEWOOD, ILLINOIS 60430
17924 SOUTH HASTED
Estate Mortgage Corp.
PART D. HEPPES FOR:
DOCUMENT PREPARED BY:

This instrument is prepared by

Noary Public

1991

30 day of

Given under my hand and official seal, this

forth.

free and voluntary act, for the uses and purposes herein set
and delivered the said instrument as THEIR
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed
. personally known to me to be the person(s) whose name(s) ARE

do hereby certify that MARK E. HOLZMAN, MARRIED TO VICKI L. HOLZMAN AND VICKI L. HOLZMAN
. a Notary Public in and for said county and state,

I, THE UNDERSIGNED

STATE OF ILLINOIS.

County ss:

COOK

Social Security Number
VICKI L. HOLZMAN
MARRIED
(Seal)
VICKI L. HOLZMAN
MARRIED
Social Security Number
MARK E. HOLZMAN, MARRIED TO VICKI L. HOLZMAN
Social Security Number
354-42-3384
(Seal)
MARK E. HOLZMAN
MARRIED
Social Security Number
354-42-3384
(Seal)

Witnesses:

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

Other(s) [Specify] WALTER OF HONESTAD RIGHTS

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider

[Check applicable box(es)]

This Security Instrument and agreements of each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

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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. § 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 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.

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 attachable 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.

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

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21. Acceleration: Borrower shall give notice 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 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, foreclosing after acceptance and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceptance 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.

22. Release: Upon payment of all sums secured by this Security instrument, fees and costs of little evidence provided in this paragraph 21, including, but not limited to, reasonable attorney's fees incurred in pursuing the remedies furnished by judicial proceeding. Lender shall be entitled to collect all expenses incurred without further loss to this Security instrument. Lender's right to sue for recovery of sums paid under this paragraph 22, however, shall not be affected by the release of all sums secured by this Security instrument.

23. Waiver of Homestead: Borrower waives all right of homestead exception in the Property instrument without charge to Borrower. Borrower shall pay any recording costs.

NON-UNIFORM COVENANTS. Bottower and Undercover and agree as follows:

Borrower shall promptly give Plaintiff written notice of any investigation, claim, demand, lawsuit or other action by any government or regular party 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 government or regulatory authority, that any removal or action in accordance with Environmental Law is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

20. Hazardous Substances, Bowers shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances of any kind.

19. Sale of Note; Change of Loan Service. 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 Service" (that collects monthly payments due under the Note and this Security instrument) and in 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.

applicable law may specify for remissibility before sale of the Property pursuant to any Power of sale contained in this Security instrument or (b) entry of a judgment enjoining this Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which when would be due under this Security instrument and the Note as if no acceleration had occurred; (b) causes any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument; (d) makes such action as Lender may reasonably undertake; and (e) recoversable attorney's fees; and (f) retains, undivided, but not limited to, reasonable attorney's fees; and (g) retains, undivided, but not limited to, reasonable attorney's fees; and (h) retains, undivided, but not limited to, reasonable attorney's fees.

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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 it, 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 cosigns 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 that Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this return 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.

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

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■ 201 1995-1996

Single Family - Estate Freddie Mac Lender/Originator/Merger 9.90 (price of 9.90 plus)

9. **Inspection.** Leader of the assigned unit make reasonable efforts upon the inspection; leader shall
10. **Complaint.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

g. Majorage Insurance. If Lender required monagle insurance as a condition of making the loan secured by this payment, Borrower shall pay the premium required to maintain the monagle insurance in effect, if, for any reason, the monagle insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage equivalent to the monagle insurance previously in effect, from a cost subs tantially equivalent to the cost to Borrower of the monagle insurance previously in effect, from an ultimate monagle insurer approved by Lender. If subsequently subdivided monagle insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the early monagle insurance premium paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will retain these payments as a loss reserve in lieu of monagle insurance coverage. Loss reserve payments may no longer be required, at the option of Lender, if monagle insurance coverage lapses or ceases to be in effect. Lender will accept use and retain these payments as a loss reserve in lieu of monagle insurance coverage if the early monagle insurance premium paid by Borrower when the insurance coverage lapsed or ceased to be in effect, Lender will pay the premium paid by Borrower until the loss reserve is exhausted, but the premium for monagle insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this
Security Instrument; provided, however, that no amount so disbursed shall be payable, with interest, upon notice from Lender to Borrower requesting
date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

7. Protection of Lender's Rights in the Property. It shall be the obligation of the covenants and agreements to the interests in the property.

contained in this Security instrument, or where is a legal proceeding that may significantly affect lender's rights in the property (such as a proceeding in bankruptcy); probable, for condemnation or other title or to enforce laws or regulations; then property to pay for whatever is necessary to protect the value of the property and Lender's rights in the property may do and pay any sums secured by a lien which has priority over this Security instrument; Lender's actions may include paying reasonable fees and attorney's fees and attorney's expenses on the property to make repairs, which may take action in court, paying reasonable attorney's fees and attorney's expenses on the property to make repairs, which may take

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed one month's interest.

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. The 30-day period will begin when 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

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause. Lennder shall have the right to hold the policies and renewals as security for payment of all sums due under the policy or renewals. Lennder may make good of loss if not made promptly by Borrower.

permitted than Leader requires. The insurance carrier providing the insurance shall be chosen by Bowmen or assigned to Leader's option, obtain coverage of property Leander's rights in the property in accordance with paragraph 7.

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FMC # 057656-4

RIDER

THIS RIDER, ATTACHED AND MADE PART OF THE MORTGAGE BETWEEN MARK E. HOLZMAN, MARRIED

TO VICKI L. HOLZMAN (THE "BORROWER"), _____

_____ (THE "CO-BORROWER") AND FLEET NATIONAL BANK (THE "LENDER")

DATED AUGUST 30, 1991, SUPPLEMENTS THE MORTGAGE AS FOLLOWS:

VICKI L. HOLZMAN IS SIGNING THIS RIDER TO THE MORTGAGE
TO WAIVE, DISCLAIM AND RELEASE ALL RIGHTS AND BENEFITS, IF ANY,
UNDER OR BY VIRTUE OF THE HOMESTEAD EXEMPTIONS LAW OF THE STATE
OF ILLINOIS AND THE ILLINOIS MARRIAGE AND DISSOLUTION OF MARRIAGE
ACT, AND TO SUBORDINATE ALL EQUITABLE INTEREST IN THE PROPERTY,
IF ANY TO THE LIEN OF THE MORTGAGE.

Mark E. Holzman
BORROWER MARK E. HOLZMAN, MARRIED TO
VICKI L. HOLZMAN

CO-BORROWER

Vicki L. Holzman
VICKI L. HOLZMAN

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