

# UNOFFICIAL COPY

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PREPARED BY:  
BRIAN HELGRATH  
ARLINGTON HEIGHTS, IL 60005



91469308

RECORD AND RETURN TO:  
BRIAN FINANCIAL SERVICES, INC.  
2045 S. ARLINGTON HEIGHTS RD.-STE.103  
ARLINGTON HEIGHTS, ILLINOIS 60005

- 91-5121
- DEPT-01 RECORDING \$18.29
  - T#5555 TRAN 7875 09/10/91 15:37:00
  - #4757 + E \*-91-469308
  - COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

281-0149

-91-469308

THIS MORTGAGE ("Security Instrument") is given on AUGUST 30, 1991  
RUDOLPH E. NELSON AND  
SUSAN L. NELSON, HUSBAND AND WIFE

The mortgagor

(\*Borrower"): This Security Instrument is given to:  
BRIAN FINANCIAL SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 2045 S. ARLINGTON HEIGHTS RD.-STE.103 ARLINGTON HEIGHTS, ILLINOIS 60005 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 Dollars (U.S. \$ 125,000.00 ).

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 1, 2006

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 4 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERN MOST CORNER OF SAID LOT 4; THENCE EASTWARD ALONG SEE ATTACHED RIDER FOR LEGAL DESCRIPTION.

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MAD

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which has the address of 4504 SYCAMORE LANE, ROLLING MEADOWS (Street, City).  
Illinois 60008 ("Property Address");  
[Zip Code]

DPS 1888

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Form 3014 9/80  
D-9 1980

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Learner under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

of the property, shall apply any funds held by Lender in the name of acquisition of said real property, this being so.

Upon payment in full of all sums secured by this Security Instrument, Lender shall apply 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

will play to Leander's amorous necessity to make up the deficiency. Borrower's will make up the deficiency in no more than twelve months by payments at Leander's sole discretion.

Grants-in-Aid Funds held by Learner granted to the learner by application of law; Learner may claim credit in so doing.

Without due notice, as in annual accounting of the Funds, showing details and debts 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.

applicable law requires interest to be paid, Lennder shall be required to pay Borrower any interest or earnings on the Funds.

Welding The best way to weld items, unless Lender pays for it, is to get a permit. This means Lender must get a permit from the city or county. This is a good idea because it helps to ensure that the work is done correctly and safely.

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Borrower's loans, Lender may not charge Borrower for holding and implying the Funds, annually analyzing the escrow account, or

**FEEROW ITEMS OR OTHERWISE IN ACCORDANCE WITH APPLICABLE LAW.** **FEEROW** means such items as the institution or its agents may from time to time determine, under and in accordance with applicable law.

194. As mentioned from time to time, [U.S.C., Section 2601 et seq. (KESPA), unless otherwise lawfully applied to the Funds

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount intended for a federally related mortgage loan by requiring Bartrawer's escrow account under the federal Real Estate Settlement Procedures Act of

the positions of the parties, it may, (c) gives notice of his or her intended position, (d) gives notice of his or her intended position, (e) gives notice of his or her intended position, (f) gives notice of his or her intended position, (g) gives notice of his or her intended position, (h) gives notice of his or her intended position, (i) gives notice of his or her intended position, (j) gives notice of his or her intended position, (k) gives notice of his or her intended position, (l) gives notice of his or her intended position, (m) gives notice of his or her intended position, (n) gives notice of his or her intended position, (o) gives notice of his or her intended position, (p) gives notice of his or her intended position, (q) gives notice of his or her intended position, (r) gives notice of his or her intended position, (s) gives notice of his or her intended position, (t) gives notice of his or her intended position, (u) gives notice of his or her intended position, (v) gives notice of his or her intended position, (w) gives notice of his or her intended position, (x) gives notice of his or her intended position, (y) gives notice of his or her intended position, (z) gives notice of his or her intended position.

Under on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"), for: (a) yearly taxes

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant to comply with all covenants contained in this Agreement.

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

Instruments. All of the foregoing is referred to in this Security Instrument as the "Property".

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtelements, fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security.

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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 required 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 causing 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 acquires 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

DPS 1091

Form 3014 9/90

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66. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it at the property charged under the Note.

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 fees or charges 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 payoff without any attorney's fees.

paragraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to the Note without the prior written consent of the Note Securit

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of the parties hereto shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

Unless Lessee Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payment(s) and 2 or change the amount of such payments.

If the Property is sold by Borrower, or if, after notice by Lender to Borrower that the condominium 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 received by this Security Instrument, whether or not then due.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

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

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

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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 or 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.

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Notary Public

My Commission Expires:

Given under my hand and official seal, this  
day of October, 1993, to witness and verify that THEY  
signed and delivered the said instrument as TRUSTEE.  
Per sonnally known to me to be the same person(s) whose names I subscribered to the foregoing instrument, appeared before  
me this day in person, and acknowledged the said instrument set forth.  
Signed and delivered the said instrument at TRUSTEE.

RUDOLPH E. NELSON AND SUSAN L. NELSON, HUSBAND AND WIFE

STATE OF ILLINOIS, COOK

County and State do hereby certify that

Notary Public in and for said

County ss:

NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/24/93

OFFICIAL SEAL

OFFICIAL SEAL</

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RIDER - LEGAL DESCRIPTION

914693

LOT 4 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERN MOST CORNER OF SAID LOT 4; THENCE EASTWARD ALONG THE SOUTHERN LINE OF SAID LOT 4 A DISTANCE OF 105.81 FEET TO THE SOUTH EAST CORNER OF SAID LOT 4; THENCE WESTWARD A DISTANCE OF 106.88 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 4, BEING A CURVED LINE CONVEX TO THE NORTH EAST OF 382.00 FEET IN RADIUS AT AN ARC DISTANCE OF 15.00 FEET NORTHERLY OF THE SOUTHERN MOST CORNER OF SAID LOT 4; THENCE SOUTHWARD ALONG THE SAID WESTERN CURVED LINE OF SAID LOT 4 AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING) ALL OF PLUM GROVE HILLS RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 90 THROUGH 97 BOTH INCLUSIVE, LOTS 108 THROUGH 114 BOTH INCLUSIVE AND LOTS 116 THROUGH 125 BOTH INCLUSIVE, ALL OF PLUM GROVE HILLS UNIT NUMBER 4, BEING A SUBDIVISION OF PART OF THE EAST HALF OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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