

# UNOFFICIAL COPY

File # 91-5730

91626712

DEPT OF REVENUE

TAXES - YEAR 3, 1994 (1994-95) -  
TAXES & FEES FOR THE 1994-95  
FISCAL YEAR (FY 1994-95)

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 22, 1991**  
The mortgagor is **WAYNE GRIPMAN AND DEOSTING GRIPMAN/HUSBAND AND WIFE**

"Borrower"). This Security Instrument is given to  
**WORLD CLASS MORTGAGE CORP.**,  
which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is  
**3080 OGDEN AVENUE, SUITE 108, LILLE, IL 60532**  
(“Lender”). Borrower owes Lender the principal sum of  
**ONE HUNDRED NINETY ONE THOUSAND TWO HUNDRED FIFTY AND 00/100 --**  
Dollars (U.S. \$ 191,250.00). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
**DECEMBER 1, 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 14 IN ROBBINS ADDITION TO LINCOLNWOOD BEING A SUBDIVISION OF THE SOUTH 420  
FEET OF THAT PART OF THE NORTH HALF OF THE EAST HALF OF THE NORTH WEST QUARTER  
OF THE NORTH WEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RAILROAD RIGHT OF WAY IN COOK  
COUNTY, ILLINOIS.

PTI# 10-34-102-020

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which has the address of **7105 NORTH KENTON AVENUE,**  
[Street] **LINCOLNWOOD**  
Illinois **60646** [City]  
[Zip Code] ("Property Address");

**ILLINOIS** Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1876 (9012)

Form 3014-9-90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■  
To Order Call 1-800-530-0303 □ FAX 616-791-1131

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Form 3014 9/90 (page 6 of 6 pages)

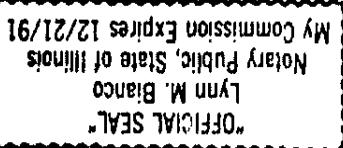
Block 14

LISLE, IL 60532  
(Address)

3080 OGDEN AVENUE, SUITE 108  
(Name)

WORLD CLASS MORTGAGE CORP.

This instrument was prepared by DIANE DAHMS



My Commission expires: December 21, 1991

Given under my hand and official seal, this 22nd

day of November, 1991.

forth.

and delivered the said instrument as **free and voluntary act, to the uses and purposes herein set**  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed  
, personally known to me to be the same person(s) whose name(s) are

do hereby certify that **Wayne Grifman and Deosting Grifman, husband and wife**  
, a Notary Public in and for said county and state,

I, the undersigned

STATE OF ILLINOIS.

COOK County ss:

Social Security Number 327-46-9306  
-Borrower  
**DEOSTING GRIPMAN**  
(Seal)  
Social Security Number 375-40-2900  
-Borrower  
**WAYNE GRIPMAN**  
(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.

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the covenants 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.  
[Check applicable box(es)]
- Adjustable Payment Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Graduate Payment Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Rate Improvement Rider
  - Second Home Rider
  - Balloon Rider
  - Other(s) [Specify]

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the covenants 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.  
[Check applicable box(es)]

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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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20. **Hazardous Substances**, Borrowser shall provide five (5) under notice of any investigation, claim, demand, lawsuit or other action by any resident individual or entity of the Property. Borrowser shall allow any government agency to inspect the Property or any portion thereof at any time during normal business hours. The inspection may be conducted by any representative of the government agency or by any representative of the Borrower. Borrowser shall not do, nor allow any person to do, anything affecting the Hazardous Substances which would interfere with the investigation, claim, demand, lawsuit or other action by any resident individual or entity of the Property.

21. **Environmental Laws**, Borrower shall not do, nor allow any person to do, anything which would interfere with the investigation, claim, demand, lawsuit or other action by any resident individual or entity of the Property. Borrower shall not do, nor allow any person to do, anything which would interfere with the investigation, claim, demand, lawsuit or other action by any resident individual or entity of the Property.

22. **Release**, Upon payment of all sums secured by this Security Instrument, less fees and costs of title evidence provided in this paragraph 21, including, but not limited to, collection of the expenses incurred in pursuing the remedies provided by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies in full of all sums secured by this Security Instrument without further demand and may foreclose this Security instrument by sale of all sums secured by this Security Instrument after notice, Lender's option may require immediate payment in the event of a default in the date specified in the note, Lender's right to accelerate and foreclose if the default is not cured on or before the date specified in the note of Borrower to accelerate and foreclose, If the proceeding the non-existence of a default or any other defense of Borrower to accelerate and foreclose, if the default further inform Borrower of the right to remanifeste after acceleration and the right to assert in the foreclosure shall further inform Borrower of the right to remanifeste after acceleration and the sale of the Property. The notice shall be given by this Security Instrument, foreclosure by judicial proceeding and sale of the Property, The notice shall further inform Borrower of the date specified in the note may result in acceleration of the sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property, The notice cured; and (d) that failure to cure the default on or before the date specified in the note which the default must be cured; and (c) a date, 15 days less than 30 days from the date the note is given to Borrower, by which the default must be cured; and (b) the action required to cure the default in the note.

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

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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 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.

**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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10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any  
give power notice in the time of fire to an insurance company regarding insurance under the specification.

**9.** Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall and Lender or applicable law.

**8. Mortgagor Insurance.** If Lender requires mortgagor insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgagor insurance in effect. If, for any reason, the mortgagor insurance coverage ceases or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substitutively equivalent to the mortgagor insurance previously in effect, in a cost substantially equivalent to the cost of the mortgagor insurance previously in effect, from an alternative mortgagor insurer approved by Lender. If subsequently Lender fails to pay any premium required to maintain the mortgagor insurance previously in effect, Lender shall pay to Borrower the amount paid by Lender to the insurer plus interest at the rate of twelve percent (12%) per annum from the date of payment by Lender until the date of payment by Borrower.

Any arrears disbursements 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

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

All insurance policies and renewals shall be accepted or renewed and shall include a standard non-negligent clause.

periods than Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower or subject to Lender's approval which shall not be unreasonable. If Borrower fails to maintain coverage described with Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.