

PREPARED BY:  
ROBERT L. HOLZER  
WHEATON, IL 60187

# UNOFFICIAL COPY

91666959 1 8 4 6 0 5 9

RECORD AND RETURN TO:

COOK COUNTY CLERK

NBD MORTGAGE COMPANY  
2000 SOUTH NAPERVILLE ROAD  
WHEATON, ILLINOIS 60187

1991 DEC 19 AM 10:11

91666959

[Space Above This Line For Recording Data]

## MORTGAGE

5131206

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 6, 1991  
MARTY WALLACH  
AND MARSIE WALLACH, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to  
NBD MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF DELAWARE  
address is 900 TOWER DRIVE  
TROY, MICHIGAN 48098  
TWO HUNDRED FORTY THOUSAND  
AND 00/100

, and whose

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 JANUARY 1, 2007  
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 112 IN THE SUBDIVISION OF LOTS 1, 20, 21, 40, 41, 60, 61 AND  
88 IN BLOCK 29 AND LOTS 1, 22 AND 23 IN BLOCK 30, ALL IN PINES ADDITION TO RAVENSWOOD MANOR, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN MANOR AND FAIRFIELD AVENUES AND THE SANITARY DISTRICT RIGHT OF WAY IN COOK COUNTY, ILLINOIS.

13-13-229-015

which has the address of 2703 WEST AGATITE AVENUE, CHICAGO  
Illinois 60625  
(Zip Code)

(Street, City).

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
(S-1001) 10/10/11  
VHP MORTGAGE FORMS - (215) 393-8300 - (800) 521-7251

Page 1 of 8

DPS 1000  
Form 3014, 2000  
Version: X MW  
MMW

Box 15

BOX 15

1700-78

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Form 3014 8/90  
Date 1988

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11040 17040-04

more of the actions set forth above within 10 days of the giving of notice.

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) consents in good faith the lien by, or delegates, assignment or otherwise 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 authorizing the Lender to take one or more of the following actions:

If Borrower makes those payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. Liabilities: Liabilities, Borrower shall pay all taxes, assessments, charges, fines and impositions arising out of or in respect of the property owned by Borrower.

third, to interest due; fourth, to principal due; and last, to any late charges due under this Note.

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

Funds held by Lessee, (c), under paragraph 21, Lessee shall acquire or sell the Property, Lessor, prior to the acquisition or sale of the Property, shall apply any Funds held by Lessor at the time of acquisition or sale as a credit against the sums secured by

make monthly payments, at Lender's sole discretion.

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower in accordance with the requirements of applicable law. If the amount of the Funds held by Leader exceeds the amounts necessary to pay the Escrow fees when due, Leader may so do. Borrower is willing, and, in such case Borrower shall pay to Leader the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

without charge, an annual accounting of the Funds, showing assets and debts to the Funds and the purposes for which each debt is held by the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Interim.

as soon as they can be converted into cash or into other assets; (2) as they provide a firm with opportunities to diversify its investment portfolio.

vertifying the fact that the customer pays Bortower interest on the funds and applies it to the principal balance.

(including Leader, if Leader is such an institution) or in any Federal Home Loan Bank. Leader shall apply to the Funds to pay the Escrow fees. Leader may not charge borrower for holding and applying the Funds, normally multiplying the escrow account, or

Escrow letters or otherwise in a document which applies to the escrow.

(19) As mentioned previously, it is to name, 12 U.S.C., Section 2001 et seq.; (referred to as "the Fund") a lesser amount, or so, under my, at any time, collect and hold Funds in an amount not to exceed the lesser amount sets a lesser amount, or so, under my, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

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.

the provisions of paragraph 6, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items".

Understand that the only individual property interests are those under the law, which are trades as part of the law; (a) goods (i.e., raw materials); (b) land; (c) fixtures; (d) very broad intangible properties.

principal of and interested on the debt evidenced by the Notes and my preparation and take charge of the Notes.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the sum owing to Lender on the principal amount of the Note at the rate of interest then in effect.

**THIS SECURITY INSURANCE COMBINES INDIVIDUAL COVERAGE FOR PERSONAL USE AND COMMERCIAL COVERAGE WITH UNLIMITED INTERIOR CONSTRUCTION SECURITY INSURANCE.**

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.

**1. OWNERSHIP** In the event of the termination of this Agreement, the Company shall have the right to require the Borrower to transfer to the Company all of the assets of the Borrower used in the conduct of its business, and the Borrower shall have the right to mortgag[e] such assets to the Company.

**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 or 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 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, appealing 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  
BPA 1001

Form 3014 9/90

Initials: 

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*[Signature]*

110 of 1139

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

15. Governing Law; Scrutability. This Security Note shall be governed by federal law and the law of the State of California. To the extent that any provision of this Security Note conflicts with the conflicting provisions of this Note, the Note will control.

it by first class mail unless otherwise specified below or if the security information contains a provision that requires, any notice to Borower shall be deemed to have been given to Borower when given as provided in this paragraph.

prepayment clause 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 loan charge to the permitted limits; and (b) any such loan charge shall be reduced by the amount necessary to reduce the loan charge to the permitted limits; and (c) if a reduced rate of interest or other loan charges will be required as a result of a reduction in the maximum loan charges, the reduction will be treated as a reduction of principal.

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

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 mortgagees, grant and convey dual Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the same amount as the other Borrower(s); and (c) agrees that Lender and any other co-signer may agree to extend, modify, forgive or discharge the Note.

<sup>1</sup>Successions in interests, any possession of property by persons not the members of a family, such as a wife or a husband, or of persons who

commercial proceedings against any successor in interest or referee to extend the time for payment or otherwise modify amortization

postpone the due date of the moratorium, may deducts referred to in paragraphs 1 and 2 or change the amount of such payments.

secured by this Security Instrument, whether or not due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium owners to 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 apply the proceeds, if its option, either to restoration or repair of the Property or to the sum

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

before the taking. Any balance shall be paid to Bowmore. 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

Security interest in immovable property before the登记, unless otherwise agreed in writing, shall be registered, divided into two categories: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately

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

10. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby reserved and

9. Inspection. Lender or its agent may make reasonable entries upon and inspect portions of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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 against 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 ceases.

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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 hereon 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 noticed 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 flammables; 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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DPS 1094

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NOTARY PUBLIC STATE OF ILLINOIS  
KAREN E. BURKE  
- OFFICIAL SEAL -  
My Commission Expires 3/11/94

Notary Public

Given under my hand and official seal, this 14th day of DEC  
free and voluntary act, for the uses and purposes herein set forth  
we this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR  
personality known to me to be the same Person(s) whose names(s) subscribered to the foregoing instrument, appeared before  
.

MARTY WALLACH AND MARSTE WALLACH, HUSBAND AND WIFE  
County and state do hereby certify that

1. Notary Public in and for said  
the undersigned

STATE OF ILLINOIS, COOK

County etc

. Notary Public in and for said

91666959

Borrower

Sign

Borrower

Sign

Borrower

Sign

Borrower

Sign

Witness

Witness

Borrower

Sign

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

- |  |   |   |   |   |
|--|---|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider      | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Other(s) (Specify) |
| <input type="checkbox"/> 1-4 Family Rider        | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider              | <input type="checkbox"/> Balloon Rider          | <input type="checkbox"/> V.A. Rider         |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Other(s) (Specify)     | <input type="checkbox"/>                    |

(Check applicable box(es))

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

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