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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 18TH day of JANUARY, 1991. The mortgagor is EDWARD S FRIEDMAN JUDY FRIEDMAN HUSBAND AND WIFE AND JUDY FRIEDMAN

Instrument is given to METROPOLITAN FINANCIAL MORTGAGE CORPORATION, which is organized and existing under the laws of Minnesota, and whose address is 425 ROBERT STREET NORTH ST. PAUL. MR 55101 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY FIVE THOUSAND and no/100 Dollars (U.S. 8 175,000,00). 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 the first day of FENRUARY, 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; (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 for hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 1 IN SEMAR SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL NEW JAN, IN COOK COUNTY, ILLINOIS, P.I.N. 04-20-201-037

which has the address of 27_9 CHARLIE CT (Street) Illinois 6002: [Zip Cod

GLENVIEW, [City] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and ger rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and distinct 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 la fully 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 coverably for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Sorrower and Lender covenant and earner. follows:

1. Payment of Principal and Interest; Prepayment and Lat. Charges. Borrower shall promptly pay when due the principal of and interest on the dobt owidened by the Note and any prepayment and late charges due under the Note or shall pay to an interest on the dobt owidened by the Note and any prepayment and late charges due under the Note or shall pay to an interest on the dobt owidened by the Note and any prepayment and late charges due under the Note or shall pay to a late the rest of the Note of

Page 1 of 4

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5. Hazard 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 for which Lender requires insurance. This insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. All insurance policles and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Londer 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 is economically feasible and Lender's security is not lessened. 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 applied to the receipts of the restoration of the proceeds to principal shall not applied to the state of the proceeds to principal shall not applied to the state of the proceeds to principal shall not applied to the procee

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 19 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property allow the Property to deteriorate or commit waste. If this Security Instrument is on a Leasehold, Borrower shall comply with the provisions of the Lease, and if Borrower acquires fee title to the Property, the Leasehold and fee title shall not make unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contain 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 to enforce laws or regulations) 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, prior easonable 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 disburse' by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless forcower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at th

the date of disbursement at the Note rate and shall be payable, with instance, against the consequent at the Note rate and shall be payable, with instance, and this Security Instrument, Borrower shall pay the premiums required amaintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent has make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or price of an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any word or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lander.

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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, unless Borrower and Lender otherwise agree in come, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following raction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value or " Property immediately before the taking. Any balance shall be paid to Borrower.

the taking, divided by (b) the fair market value or 'n Property immediately before the taking, any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after otice 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 accured 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 paregraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Wair or. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument greate, by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or porrower's successor 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 leaden of any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability: continues. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender in exercit, any Borrower who consigns 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 act other Borrower may agree to extend, Borrower's consent.

modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consont.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a lawhich 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 charges shall be reduced by the mount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which e.m.d a 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 proful all prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any "smedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of reagraph 19.

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 to the paragraph.

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 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.

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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 in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a second or transferred and Borrower is not

in it is sold or transferred (or if 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 Londer if exercise is prohibited by federal law as of the date of this Security Instrument.

If Londer 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 accured 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. Those conditions are that Borrower:

(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 much action in forcing this Security Instrument. (a) pays Lender ail sums which then would be due under this Security instrument and the mote had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 unless applicable law p. vi es otherwise). The notice shall apecify: (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 Secur's. Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the Jaht to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a defau't or any other defense of Borrower to acceleration and foreclosure. If the default is not cured by this Security instrument without further demand and may foreclosure the 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 un'ttel to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limite the reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Unon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past use. Any rents collected by Lender or the receiver shall be applied first to paymant of the costs of management of the Property indiculation of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable atto news? fees, and then to the summer that the rel

| (| 1 | Adjustable Rate Rider | ĺ | 1 | Condominium Rider | l | 1 | 2-4 | Family | Rider |
|---|---|-------------------------|---|---|--------------------------|-----|-----|-----|--------|-------|
| ŧ | 1 | Graduated Payment Rider | ŧ | 1 | Planned Unit Development | Rid | ler | | | |
| í | 1 | Other(s) (specify) | | | 45 | | | | | |

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.

| 61162 | |
|-------------------------------|-----------|
| EDWARD S FRIEDMAN (Soal) | -Borrower |
| JUDY FRIEDMAN Israel 2 (Seal) | -Borrower |
| (Feal) | -Borrower |
| (3(41) | -Borrower |

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UNOFFICIAL COPY . . .

| CIVEN under my hand and official Seal thi | LE 18th day or DAVAY A.D. 1991. |
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| ortan uniter my name and official deaf car | A.B. 19 |
| ty commission expires: | **** Notary Public |
| This instrument was prepared by METROP | OLITAN FINANCIAL MORTGAGE CORPORATION, 1000 East Woodfield Road, Suite 240, |
| (Space | Below This Line Reserved For Lender and Recorder) |
| | |
| | |
| ecord and Return to: ETROPOLITAN FINANCIAL YOFIGAGE CORPORATI DOO E. Woodfield Road, Suite 240 | ОН |
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"OFFICIAL SEAL EDITH NEUMAHR NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 12/05/93.

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