

UNOFFICIAL COPY

94 253331

5710
91-836 Cook
MAIL TO

MAIL TO:

NORWEST MORTGAGE, INC.
CUSTOMER SERVICE/LOAN DOCUMENTATION
1220 MIDWEST PLAZA EAST
800 MARQUETTE AVENUE SOUTH
MINNEAPOLIS, MN 55402

91205331

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748749

ILCM

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 03, 1991. The mortgagor is MICHAEL J. GINSBERG, A MARRIED PERSON AND KAREN S. GINSBERG, A MARRIED PERSON.

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC., which is organized and existing under the laws of THE STATE OF MINNESOTA, and whose address is P.O. BOX 31728, CHARLOTTE, NC 28231. ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED NINE THOUSAND TWO HUNDRED FIFTY AND .00/100 Dollars (U.S. \$109,250.00). 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 MAY 01, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

(SEE LEGAL DESCRIPTION ATTACHED)

PERMANENT TAX NUMBER: 02-15-201-035-1027

DEPT-G1 RECORDING \$18.29
T#7777 TRAN 0044 05/02/91 10:16:00
15525 + G **-91-205331
COOK COUNTY RECORDER

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

91205331

TAX STATEMENTS SHOULD BE SENT TO:
BARCLAYSAMERICAN/MORTGAGE CORPORATION, P.O. BOX 31728, CHARLOTTE, NC 28231

which has the address of 185 BRANDON COURT, #E, PALATINE,
[Street] [City]

Illinois 60067, ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

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A large red rectangular stamp with the words "UNOFFICIAL COPY" in bold capital letters at the top. Below this, there is a faint, cursive signature that appears to be "KAREN S. POWELL". The stamp has a decorative scalloped edge.

THE FORGERING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3RD DAY OF APRIL, 1991, BY MICHAEL J. GINSBERG, A MARRIED PERSON
GINSBERG, A MARRIED PERSON AND KAREN S.

COUNTY OF COOK

STATE OF ILLINOIS

[Space Below This Line for Acknowledgment]

Borrower
.....
(Sear)

MICHAEL J. GINSBERG
KAREN S. GINSBERG

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and in any riders executed by Borrower and recorded with it.

Other(s) [specify]

Gradualized Payment Rider PI-Index Unit Development Rider

Check applicable box(es) []
Security instruments and agreements of each party instrument as if the trader(s) were a part of this Security Instrument.

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security and reasonable attorney fees, and return to the sum secured by this instrument.

20. Landlord's right to possession. Upon the expiration of the period of redemption following judicial sale, Landlord may repossess the property or the property may be sold at a public auction.

19. *Expenditures under this section shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19.*

non-enforcement of a default or any other defense of Borrower to accelerate and foreclose. If the defaulter 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.

17. Breach of any term or condition of this Security Instrument (but not prior to acceleration under paragraph 13 and 17 unless applicable otherwise). Law provides otherwise, such sum shall be paid to the holder of record at the time of payment.

NON-UNIFORM COORDINATES; BOUNDARY AND LAGRANGE INTEGRAL EQUATIONS FOR THE STRESS FIELD

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12/3/2016

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 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 may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award 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 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, 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.

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.

10. 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.

11. 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.

12. 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 interest 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.

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 remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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 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 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.

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Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Lien until paid in full. 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 demanding payment.

7. Protection of Lennder's Rights in the Property: If Borrower fails to perform the covenants and agreements contained in the Security instrument, or there is a legal proceeding that may significantly affect Lenders' rights in the Property (such as a proceeding in bankruptcy), prosector, for condemnation or to enforce laws or regulations, rights in the Property (such as a proceeding in bankruptcy), prosector, for condemnation or to enforce laws or regulations, Lenders may do and pay for whatever is necessary to protect their interest in the Property.

Interest in the underlying property prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of change in the amount of which payments 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 received by this Security interest in paragraphs 1 and 2 of change in the amount of which payments 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 received by this Security interest in paragraphs 1 and 2 of change in the amount of which payments under paragraph 19 the Property is acquired by Lender.

Unless Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to repair or replace property damaged by fire or other causes of loss, provided that the cost of repair or replacement does not exceed the amount of insurance available to cover such damage. If the cost of repair or replacement exceeds the amount of insurance available, Lender's security interest may be satisfied by payment of the difference between the amount of insurance available and the cost of repair or replacement. Lender may collect the insurance proceeds from the insurance company or from the person or persons responsible for the damage. Lender may sue the person or persons responsible for the damage and collect the insurance proceeds from the insurance company or from the person or persons responsible for the damage. Lender may sue the person or persons responsible for the damage and collect the insurance proceeds from the insurance company or from the person or persons responsible for the damage.

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 ceases to insure, Borrower shall promptly give notice to Lender and Lender may make proof of loss if not made promptly by Borrower.

5. Hazard Insurance. Borrower shall keep the property now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended covered exposure" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount of one hundred thousand dollars (\$100,000) and shall be chosen by Borrower to Lender's satisfaction. The insurance carrier providing the insurance shall be chosen by Borrower and for the period that Lender's interest continues. The insurance company shall be subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly discharge; and if Lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation incurred by the Lender in good faith in manner acceptable to the Lender; (b) commutes in good faith the Lien by, or defends against suit or proceeding which in the Lender's opinion operate to enjoin or restrain the Lender from exercising his rights under this instrument; (c) secures from the Lender a written agreement that the Lender will not exercise his rights under this instrument for a period of one year from the date of such agreement; or (d) pays to the Lender the amount of the debt plus all costs, expenses, and attorney's fees incurred by the Lender in connection with the collection of the debt, including reasonable attorney's fees.

3. Applications of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to principal due.

Upon Funds held by Lenders, Lenders shall promptly remit to the Borrower any Funds received by Lenders under paragraph 19 the Property or its acquisition by Lenders, and any Funds held by Lenders at the time of any Funds remitted in full to all sums secured by this Security instrument.

If the due dates of all the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to pay the escrow items when due. Borrower shall pay to the amount necessary to make up the deficiency in one of more payments as required by Lender.

To calculate our true tax liability, we must consider the true value of the property, which is determined by the market value of the property plus the value of any improvements made to it since the last time it was assessed.

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LEGAL DESCRIPTION

Parcel 1: Unit 185-E, in Weston Courtyard Manor Homes Condominium, as delineated on a Survey of the following described Real Estate: Lots 2, 2A, 3, 3A and "Outlot A" in Brandon Manor Homes, being a Resubdivision of Lots 2 and 3 and part of "Outlot A"; in Brandon Grove, being a Subdivision of part of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat of said Brandon Manor Homes, recorded December 7, 1987 as Document 87647912, in Cook County, Illinois, which Survey is attached as Exhibit "B" to the Declaration of Condominium recorded October 14, 1988 in the Office of the Recorder of Deeds of Cook County, Illinois as Document 88474850 and Special Amendment thereof recorded as Document 88427666: together with its undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in said Declaration, in Cook County, Illinois.

Parcel 2: The (exclusive) right to the use of Garage Space 185-E, a limited Common Element, as delineated on the Survey attached to the Declaration aforesaid recorded as Document 88474850, as amended, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 02-15-201-035-1027

Commonly known as: 185 Brandon Court, Palatine, IL

END OF SCHEDULE A.

RECORDED
CLERK'S OFFICE



Condominium Rider

THIS CONDOMINIUM RIDER is made this 3RD day of APRIL, 1981, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to NORWEST MORTGAGE, INC.

, P.O. BOX 31728,

CHARLOTTE, NC 28231

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

185 BRANDON COURT, #E, PALATINE, IL 60067

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

Condominium Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(over)

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Form 3140 1283

3140 1283

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Page 2 of 2
Form 3140 1283

MULTISTATE COMMUNIUM RIDER - Single Family -- Full Use HVAC Uniform Instrument
MURF 4000-966

Borrower _____
(See)
MICHAEL J. GINSBERG
KAREN S. GINSBERG
Michael J. Ginsberg Karen S. Ginsberg

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower secured by the 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.

Rider
Condominium