UNOFFICIAL COP

PREPARED BY: LINDA C. BABBITT NORTHFIELD, IL 60093

RECORD AND RETURN TO: LAKE-COOK MORTGAGE COMPANY 550 FRONTAGE ROAD-SUITE 272 NORTHFIELD, ILLINOIS 60093



THIS MORTGAGE ("Security Instrument") is given on APRIL 26 The mortgagor is STEVE RABIN AND FAITH RABIN, HUSBAND AND WIFE

1991

("Borrower"). This Security Instrument is given to LAKE-COOK MORTGAGE COMPANY ITS SUCCESSORS AND/OR ASSIGNS which is organized and existing under the laws of THE STATE OF ILLINOIS 550 FRONTAGE ROAD-SUITE 272 and whose address is NORTHFIELD, ILLINOIS 60093 ("Lender").

Borrower owes Lender the rincipal sum of NINETY SIX THOUSAND EIGHT HUNDRED AND NO/100

96,800.00 Dollars (U.S. \$). 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 1, 2021 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all reverses, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the country 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:

UNIT 2-D TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN MAIN-JUDSON CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 19597196, AS AMENDED FROM TIME TO TIME, IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

11-19-402-024-1004

which has the address of 400 MAIN STREET-UNIT 2D (Street)

Illinois

60202 (21p Code) ("Property Address");

EVANSTON (CHY)

COOK COUNTY RECORDER

DEFT-01 RECORDING

T#7777

47256 ¥ G

91210791

TRAN 0156 05/06/91 09:54:00

×-91-210791

TOGETHER WITH all the Improvements now or hereafter erected on the property, and elements, 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 seised 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Page 1 of 4 Borrower(s) Initials:

MB-284 Rev 10/88 14884

Form 3014 12/83 Amended 5/87

DPS 420

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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current date and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or associates of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of 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 Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in fill of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sile of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again(1) the sums secured by this Security Instrument.

3. APPLICATION of PAYME(1). 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 prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. CHARGES; LIENS. Borrower s'all pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over in'a Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation 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 thes, payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any tien which is a priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the tien 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 forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Sacurity Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Sacurity Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or ratio of the actions set forth above within 10 days of the giving of notice.

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 cover ge" and any other hazards for which Lendor 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.

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 the 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 Sorrower otherwise agree in writing, insurance proceeds shall be applied to estoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security 's 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 Sorrower shandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 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 upstantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a sehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the essenoid and fee title shall not merge 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 sovenants 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 to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

If Lender required mortgage insurance as a condition of making the loan accured 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 cuttorized 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 so rower 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 such payments.

10. BORROWER NOT CASED, 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 successor 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; JOILT and SEVERAL LIABILITY; CO-signers. The covenants and agreements of this Security Instrument shall bind and bound!; 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 Notr. (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 Instrumer; 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 increment 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 sum 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 remediate permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps spenified 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 of it be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Langer 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 for 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.

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Borrower(s) Initials...

| 18. BORROWER'S RIGHT to LEN STATE. | If Borrover meets tertain conditions forrow | er shall have the eight to have | | |
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| enforcement of this Security Instrument discor | ntinued 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 of Security Instrument, including, but not limited | | - | | |
| 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 i | in the case of acceleration under paragraphs 13 | 3 or 17. | | |
| | wer and Lender further covenant and agree as ENDER SHALL GIVE NOTICE TO BORROWE! | | | |
| FOLLOWING BORROWER'S BREACH OF ANY CO | | | | |
| TO ACCILERATION UNDER PARAGRAPHS 13 AND 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 | | | | |
| FAILURE TO CURE THE DEFAULT ON OR BEFOR THE SUMS SECURED BY THIS SECURITY INS | | | | |
| PROPERTY. THE NOTICE SHALL FURTHER INFO | | | | |
| OF BORHOWER TO ACCELERATION AND FOR | | | | |
| SPECIFIED IN THE NOTICE, LENDER AT ITS OPT BY THIS SECURITY INSCRUMENT WITHOUT FU | | | | |
| JUDICIAL PROCEEDING. LENDER SHALL BE ENT | TITLED TO COLLECT ALL EXPENSES INCURRED | O IN PURSUING THE REMEDIES | | |
| PROVIDED IN THIS PARAGITASH, 19, INCLUDING TITLE EVIDENCE. | 3, BUT NOT LIMITED TO, REASONABLE ATTO | RNEYS' FEES AND COSTS OF | | |
| 20. LENDER in POSSESSION. Unon acceler | ration under paragraph 19 or abandonment of | • • | | |
| prior to the expiration of any period of redan appointed receiver), shall be entitled to enter up | | | | |
| the Property including those past due. A ly ren | · | | | |
| the sosts of management of the Property and co receiver's bonds and reasonable attorneys' files, | | | | |
| 21. RELEASE. Upon payment of all summinstrument without charge to Borrower. Borrow | ecured by this Security Instrument, Lendo | er shall release this Security | | |
| 22 WAIVER OF HOMESTEAD, Borrower WA | nives all right of homestead exemption in the l | | | |
| 23. FIDERS to this SECURITY INSTRUMENT with this Security Instrument, the covenants an | If one or more riders are executed by Bo id agreements of each such rider shall be inco- | | | |
| and supplement the governments and agreements | | | | |
| Instrument. (Check applicable box(es)) | | | | |
| | 0, | | | |
| | Condominium Rider 1-41 | Family Rider | | |
| | Condominium Rider 1-4 I | Family Rider | | |
| Adjustable Rate Rider | Condominium Rider 1-4 I | Family Rider | | |
| Adjustable Rate Rider X C | Condominium Rider 1-4 I | Family Rider | | |
| Adjustable Rate Rider Graduated Payment Rider Other(s) (specify) | Condominium Rider 1-4 I | • | | |
| Adjustable Rate Rider Graduated Payment Rider Other(s) (specify) | Planned Unit Development Rider | • | | |
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THIS CONDOMINIUM RIDER is made this 26TH day of APRIL

1991 , 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 LAKE—COOK MORTGAGE COMPANY

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 400 MAIN STREET-UNIT 2D, EVANSTON, ILLINOIS 60202

(Property Makings)

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

MAIN-JUDSON CONDOMINIUM

(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 Let de; further covenant and agree as follows:

- A. CONDOMINIUM COVENANTS. 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; '(i) >y~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," tirm:
- (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 Jovenant 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 layee in required hazard insurance coverage.

In the event of a distribution of hazard insurance p occuds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any p occuds 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 Lander.
- D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Burrower 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 Ileu 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 10.
- E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lengur 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 aw in the case of substantial destruction by fire or other easualty or in the case of a taking by sondemnation or eminent romain:
 - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express cenefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Assicultion; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Ewners Association unacceptable to Lander.
- 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.

| Payment. | | | |
|---|-----------|------------|------------------|
| B) SIGNING BELOW, Borrower accepts and agrees to the terms and provisions | contained | in this co | hdominium Rider. |

| (See) | STEVE RABIN |
|--------|-------------|
| (Seal) | Fruth Rober |

Borrower FAITH RABIN

DE 1118