

92710849

RECORD AND RETURN TO:
BARCLAYSAMERICAN/MORTGAGE CORPORATION
P.O. BOX 33213
CHARLOTTE, NORTH CAROLINA 28233

MAIL TO

Please Add Six (6) Months For Recording Date

MORTGAGE

228106

DEPT-01 RECORDING 09/24/92 03:10:21 PM
T80010 TRAN 3105 09/24/92 03:10:21 PM
\$2239.60 92-710849
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 11, 1992**. The mortgagor is **MARIAH BRIN** and **BENJAMIN GORELIK, WIFE AND HUSBAND**.

("Borrower"). This Security Instrument is given to the Lender, **BARCLAYSAMERICAN/MORTGAGE CORPORATION**, with full payment and satisfaction of the debt, which is evidenced by the Note, and to secure payment of all amounts due or to become due under this Security Instrument. The Lender is the person or persons to whom the principal sum of **ONE HUNDRED FORTY NINE THOUSAND AND 00/100 Dollars (U.S. \$ 149,000.00)**, which is organized and existing under the law of **THE STATE OF NORTH CAROLINA**, and whose address is **5032 PARKWAY PLAZA BOULEVARD, #6**, **CHARLOTTE, NORTH CAROLINA 28217**, (the "Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED FORTY NINE THOUSAND AND 00/100 Dollars (U.S. \$ 149,000.00)**. 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 **OCTOBER 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 364 IN ARLINGTON HILLS IN BUFFALO GROVE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**.

On or about the day and year first above written, the Borrower, for the sum of **\$149,000.00**, being the principal sum of the Note, did execute and deliver to the Lender, the Note, and this Security Instrument, and did pay over to the Lender the sum of **\$1,490.00**, being the amount of the recording fee.

which has the address of **17- KATHERINE CT., BUFFALO GROVE, Illinois 60089** ("Property Address").

ILLINOIS-Single Family-Fannie Mae/ Freddie Mac Construction Loan
ORIGINATOR: **CHICAGO BANK & TRUST COMPANY** / **CHICAGO, IL 60611**

Street, City,

DPS 1000

Form 3014-890

Page 1 of 1

Block 1

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payments may no longer be required at the option of Lender, if a mortgage insurance company to the amount and for the period that Lender requires) provided by an insurer approved by Lender again 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 ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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23.

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

22. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Indulging, but not limited to, reasonable attorney fees and costs of due diligence.

Proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-existent or a default or any other default after acceleration and foreclosure. If the default is not cured on

information Borrower of the right to remit late fees to accelerate after acceleration and foreclosure. The notice shall further proceed by due Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

(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

(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

(b) the action required to cure the default otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; unless

of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

of applicable law provides otherwise). The notice shall give notice to Borrower prior to acceleration following Borrower's breach

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

relative to health, safety or environmental protection.

Paragraph 20. Environmental Law. Lender federal laws and laws of the jurisdiction where the Property is located that

peculiar and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in

Borrower's Law and the following substances: asbestos, formaldehyde or toxic petroleum products, toxic

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

all necessary remedial actions in accordance with Environmental Law.

removal of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

any removal or other remediation of any Hazardous Substance affecting the Property in accordance with the regulations of which Borrower has actual knowledge. If Borrower learns, or is advised by any government or regulatory authority, that

governmental or regulatory agency or private party involving the Property and any Hazardous Substance under Environmental Law and the following the action required to cure the default by any other action by any

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any

resident to cure the default of the Property.

Hazardous Substances on or in the Property. Borrower shall not cause or permit the presence, claim, demand, lawsuit or other action by any

resident to cure the default of the Property.

Information required by applicable law.

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 (down

or up) of the "Loan Servicer," that collects monthly payments due under the Note and this Security Instrument. There also may be one

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

residential uses and to minimize the risk of the Property.

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 proceeds two seances that are generally recognized to be appropriate to normal

storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

uses and to minimize the risk of the Property.

18. Borrower's Right to Remedies. If Borrower meets certain conditions, Borrower shall have the right to have

permitted by this Security Instrument without further notice or demand on Borrower.

Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

less than 30 days from the date the notice is delivered within which Borrower must pay all sums secured by this

Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays a

judicable law may specify for remediation) before sale of the Property pursuant to any power of sale contained in this

instrument of this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

is sold or transferred, if it is a physical instrument, to the earlier of: (a) 5 days (or such other period as it have

been exercised); (b) 30 days from the date the notice is delivered by Lender if exercise is prohibited by federal law as of the date

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

is sold or transferred, if it is a physical instrument, to the earlier of: (a) 5 days (or such other period as it have

been exercised); (b) 30 days from the date the notice is delivered by Lender if exercise is prohibited by federal law as of the date

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

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

(Check applicable box(es))

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

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.

Marina Brin (Signature) (Seal)
MARINA BRIN Borrower

Witness

Benjamin Gorelik (Signature) (Seal)
BENJAMIN GORELIK Borrower

Witness

Dana L. Schultz (Signature) (Seal)
DANA L. SCHULTZ Notary Public in and for said County and State

STATE OF ILLINOIS, COOK County
I, DANA L. SCHULTZ, Notary Public in and for said County and State do hereby certify that MARINA BRIN AND BENJAMIN GORELIK, WIFE AND HUSBAND personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11 day of September, 1993.

County: COOK

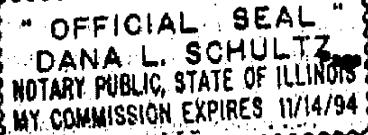
DANA L. SCHULTZ, Notary Public in and for said County and State

county and state do hereby certify that MARINA BRIN AND BENJAMIN GORELIK, WIFE AND HUSBAND personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11 day of September, 1993.

My Commission Expires: November 14, 1994

Notary Public



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