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COOK COUNTY, ILLINOIS  
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[Space Above This Line For Recording Date]

This instrument was prepared by:

MAIL TO:

Kim Schaffner

(Name)

333 Park Ave., Glencoe, IL

(Address)

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 23, 1992. The mortgagor is Gary C. Kaplan and Laura D. Kaplan  
His Wife.  
("Borrower"). This Security Instrument is given to Harris Bank Glencoe-Northbrook, N.A.  
333 Park Avenue, Glencoe, IL 60022, which is organized and existing under the laws of Illinois, and whose address is 333 Park Avenue, Glencoe, IL 60022.  
("Lender"). Borrower owes Lender the principal sum of Eighty Eight Thousand Eight Hundred Dollars  
and NO/100----- (\$88,800.00). 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 November 1, 2022. 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.

### PARCEL 1:

UNIT 2 BUILDING 24 LOT 5 IN LAKESIDE VILLAS UNIT 2, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS, APPURTEnant TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION DATED DECEMBER 9, 1971 AND RECORDED DECEMBER 17, 1971 AS DOCUMENT 21751908 AND AS AMENDED BY DOCUMENT DATED MARCH 23, 1972 AND RECORDED MARCH 30, 1972 AS DOCUMENT 21851782 AND FURTHER AMENDED BY DOCUMENT DATED APRIL 25, 1972 AND RECORDED MAY 1, 1972 AS DOCUMENT 21884592 AND FURTHER AMENDED BY DOCUMENT DATED MAY 8, 1972 AND RECORDED MAY 15, 1972 AS DOCUMENT 21902197.

PIN #03-09-404-111

which has the address of 715 Lakeside Circle Dr. Wheeling,  
(Street) (City)Illinois 60090 ("Property Address");  
(Zip Code)

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 6)

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Form 3014 9/80 (page 2 of 6)

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. Subordination of the priority over this Security Instrument, Lender may give Borrower a notice terminating the lien. Borrower shall prevent the enforcement of the lien, or (e) securies from the holder of the lien an agreement satisfactory to Lender to pay the debt the security instrument of the lien, or legal proceedings which in the Lender's opinion operate to quiet the lien by, or defers an enforcement of the lien in a manner acceptable to Lender; (b) consents in good faith in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in good faith in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender.

**3. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing this direct to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph 2, or if not paid in that manner, Borrower shall pay them on behalf of the person named. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on behalf of the person named. Property which may attach priority over this Security Instrument, and subsequent payments of ground rents, if any, Borrower shall pay these obligations to the person named. Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under secured by this Security Instrument.

**Upon Payment in Full of All sums Secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum due to Lender for the excess funds in accordance with the applicable law. If the amount of the funds held by Lender in no more than twelve monthly payments, at Lender's sole discretion, Borrower shall make up the deficiency in full of all sums secured by Lender to pay the amount necessary to make up the deficiency. Borrower held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to pay the Escrow items when due, if the amount of the funds held by Lender to make up the deficiency is made available to Lender in court action with this loan, unless applicable law otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be entitled to pay Borrower any interest or estate tax reporting service used by Lender in court action with this loan, unless applicable law otherwise. Lender is liable to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser to verify the Escrow items, unless, Lender pays Borrower interest on the funds and applicable law permits (including Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the funds, annually and/or quarterly the funds to pay the Escrow items, Lender is liable to pay the funds to Lender by a federal agency, instrumentality, or entity reasonable estimate of expenses, of future Escrow items or otherwise in accordance with applicable law.**

The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity reasonable estimate of expenses, of future Escrow items or otherwise in accordance with applicable law, another law that applies to the Funds sets a lesser amount. If so, Lender may collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and another Settlement Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless items are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time to exceed the maximum insurance premiums, if any; (c) yearly insurance premiums; (d) yearly flood insurance premiums; (e) yearly hazard insurance premiums; (f) yearly leasehold payments of ground rents on the Property, if any; (g) yearly hazard of property insurance premiums; (h) yearly leasehold taxes and assessments which may attach priority over this Security Instrument as a lien on the funds ("Funds"); (i) yearly participation of and interest on the day monthly payments due under the Note and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Lender shall combine unit form covenants under coverage as follows:

This SECURITY INSTRUMENT combines unit form covenants for national use and non-unit form covenants with limited variations by jurisdiction to constitute a unit form security instrument covering real 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.

TOGETHER WITH all the foregoing is referred to in this Security Instrument as the "Property." All of the fixtures now or hereafter erected on the property. All improvements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum 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 costs 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 2) the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Applications; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and restate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, 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.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu

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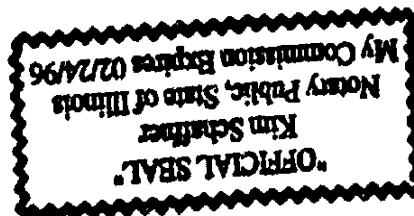
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Form 5014-8/90 (Page 6 of 6)

BANKERS SYSTEMS, INC. ST CLOUD MN 56302 (1 800 397 2341) FORM M011 6/20/91

BOX 169



My Commission expires:

Given under my hand and official seal, this 23rd day of October 1992

set forth.

..... signed and delivered the instrument as ..... free and voluntary act, for the uses and purposes herein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ..... he.....  
personally known to me to be the same person(s) whose name(s) ..... are.....  
a Notary Public in and for said county and state, certify that ..... GARTA D., KAPLAN & LAUTA D., KAPLAN  
L., the undersigned

STATE OF ILLINOIS, Cook County, County of:

[Space Below This Line For Acknowledgment]

Social Security Number 332-48-2890

Borrower  
(Seal)  
Lauta D., Kaplan  
Social Security Number 357-50-2000

Borrower  
(Seal)  
Garte D., Kaplan  
E.C. 169

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

- Adjustable Rate Rider
- Condominium Rider
- F-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Other(s) [Specify]

Instrument the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument. [Check applicable box(es)]  
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. If one or more riders are executed by Borrower and recorded together with

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## FIXED/ADJUSTABLE RATE RIDER (10 Year Treasury Index—Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 23rd day of October, 1992, 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 Fixed/Adjustable Rate Note (the "Note") to Harris Bank Glencoe-Northbrook, N.A., 333 Park Ave. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

715 Lakeside Circle Dr., Wheeling, IL 60090

(Property Address)

**THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of Seven and Seven Eighths 7.875 %. The Note provides for a change in the initial fixed rate, as follows:

### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The initial fixed interest rate I will pay will change on the first day of November 1997 which is called the "Change Date."

#### (B) The Index

At the Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 10 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Change

Before the Change Date, the Note Holder will calculate my new interest rate by adding Two and One Half percentage point(s) (2.50 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Change

The interest rate I am required to pay at the Change Date will not be greater than Thirteen and Seven Eighths 13.875 %, which is called the "Maximum Rate".

MULTISTATE FIXED/ADJUSTABLE RATE RIDER—10 YEAR TREASURY—Single Family—Fannie Mae Uniform Instrument

(page 1 of 2 pages)

Form 8721 11/90

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Form 3179 11/88 (Page 2 of 2 pages)

Property of Cook County Clerk's Office

Borrower  
.....  
(Seal)

Borrower  
.....  
(Seal)

Laura D. Kaplan - Signature  
Borrower  
(Seal)

Geraldine Katalan - Signature  
Borrower  
(Seal)

Rate Rider:  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable

also the title and telephone number of a person who will answer any question I may have regarding the notice.  
The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and

(F) Notice of Change  
beginning on the first monthly payment date after the Change Date.  
My new interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment