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WHEN RECORDED MAIL TO

D. Paul Berg
LASALLE BANK WESTMONT
139 NORTH CASS AVENUE
WESTMONT, ILLINOIS 60559

Loan Number : 325116-1

J. Mackie

DEPT-01 RECORDING \$31.50
T66666 TRAN 0375 11/09/P2 14:54:00
#7248 # 92-834521
COOK COUNTY RECORDER

92834521

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **October 19, 1992**
The mortgagor is **SUSAN RUBENSTEIN, MARRIED TO JEFFREY C. RUBENSTEIN**

("Borrower"). This Security Instrument is given to

LASALLE BANK WESTMONT
which is organized and existing under the laws of **ILLINOIS**
139 NORTH CASS AVENUE, WESTMONT, ILLINOIS 60559

("Lender"). Borrower owes Lender the principal sum of
THREE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100
Dollars (U.S. \$ **350,000.00**). 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
November 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:

THE WEST 100 FEET OF THE EAST 200 FEET (EXCEPT THAT PART DEDICATED FOR
ALLEY) OF THE SOUTH HALF OF BLOCK 21 IN BASE'S ADDITION TO THE VILLAGE
OF WILMETTE ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1886 IN
BOOK 24 OF PLATS PAGE 26, BEING PART OF SECTION 27 AND SECTION 28,
TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

P. I. N. 05-27-312-019-000

CRA: 1014 ELMWOOD, WILMETTE 60091

Reuben Berg
LAW TITLE INSURANCE CO.
1300 IROQUOIS DR.
SUITE 226
NAPERVILLE, IL 60563

which has the address of **1014 ELMWOOD** (Street)

Illinois **60091** (State) **60091** ("Property Address")

W. J. Mett

ILLINOIS Single Family - Double/Multi Family UNIT/DEED INSTRUMENT
0001879 (File No.)

Page 0001 of 0001 (page 1 of 6 pages)
West Title Business Park Inc.
1000 North Cicero Avenue, Elgin, IL 60131-2111

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5. **Hazard or Property Damage**: Borrower shall keep the improvements now existing or hereafter erected on the site or more of the land or buildings set forth above within its limits of the giving of notice.

Barroswer's full authority directly over him. Security instruments will also take the following measures:

Paragraph 2: **Lenses, Charges:** Borrower shall pay all taxes, assessments, charges, fees and imposts attributable to the property which may accrue over this Security instrument, and shall pay all expenses of ground rents if any. Borrower shall pay directly to the manor provider the manor payments in paragraph 2, or if not paid in that manner, Borrower shall pay them 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 payments directly, Borrower shall promptly furnish to Lender receipts evidencing the same.

3. Application of Payments. Unless otherwise provided, all payments received by Lender under

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any balance of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum due under paragraph 21, Lender shall acquire or sell the Property, prior to the acquisition or sale of the Property, shall apply any funds held by Lender to the same.

If the funds held by Lender exceed the amounts pecuniary to be held by applicable law, Lender shall receive in full payment of the excess funds held by Lender for the excess funds held by Lender under the agreements in full accordance with the requirements of applicable law, if the amount of the funds held by Lender for the excess funds held by Lender under the agreements in full exceeds the amount of the funds held by Lender under the agreements in full.

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 will and late charges due under the Note.

UNIFORM COVERAGE, however, and under government and state regulation follows:

THIS SECURITY INSTRUMENT combines uniform government forms for uniform and non-uniform coverage with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

HORROR COULDNTS that however is twilly added to the other horridly dawgged and then the fifth to any
horrorower warants and will defend herselfly the title to the property uplanta all clowns and devils, unless to any
morethage, sumt and cutteg the property and that the property is uncombed, except for, encomberaces of record.

"**Άγριαν**, σημείον παραπλήσιον της Αθηναϊκής ακτής, όπου οι οργανωμένες διαδηλώσεις επέβαλαν την απόρριψη της έργων της Εποχής της Κατάρρευσης.

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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 sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not 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 21 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 Application; 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 reinstate, 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 household, 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 of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in 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

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State Family - Family Member/Male SECURITY INSTRUMENT - Uniform Contracts 9/99 (page 4 of 6 pages)

enforcement of this Security Instrument is discontinued at any time prior to the earlier of: (a) 5 days for such other period as remedies permitted by this Security Instrument without further notice or demand on Borrower.

Secured party instrument. If Borrower fails to pay the sum paid by Lender if exercise is prohibited by this instrument, whether or not the date the notice is delivered or mailed within which Borrower must pay all sums secured by this instrument, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent. Lender may, in its option, require immediate payment of all sums secured by this instrument (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) it is sold or transferred (or if any part of the Property is not a natural person).

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property is not in Lender's possession,

16. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

be given effect within the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflictive with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note except in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note is declared to be severable,

15. Governing Law; Severability. This Security Instrument shall be governed by federal law of the state in which the instrument is located.

in this Security Instrument shall be deemed to have been given to Borrower or Lender when given or provided in this instrument to Lender's address stated herein or my other addresses by notice to Lender. Any notice provided for Addressees or my other addressees Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mailing it by first class mail unless otherwise specified below regarding use of another method. The note shall be delivered to the Property unless, and that law is finally implemented so that the interest or other claim against collected or to be collected in connection with the note set forth in this Security instrument is given by delivering it or by

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by preparing and mailing under the Note.

direct payment of any direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment of direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a charge to the permitted funds and (b) any sums already collected from Borrower which exceed permitted limits will be with the loan exceed the permitted funds, then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and that law is finally implemented so that the interest or other claim against collected or to be collected in connection with the note set forth in this Security instrument is given by deliverying it or by

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan amount,

or make any accommodations with regard to the terms of this Security Instrument or the Note without Lender's secured by this Security instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or amend the terms of this Security instrument; (d) is not personally obligated to pay the amounts borrowed in the instrument but does not exceed the Note; (e) is creating this Security instrument only to merge, bind and control every debt, obligation, and liability now and hereafter existing between Lender and Borrower which arises out of this Security instrument and the agreements and usages of Lender and Borrower who consent to the provisions of this Security instrument and the instrument of this Security instrument is given by deliverying it or

waiver of prelude the exercise of any right or remedy.

Borrower's successors in interest. Any right exercisable by Lender in exercising any right or remedy shall not be a otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original or shall not be created to commence proceedings against any successor in interest of Borrower or to extend the time for payment of Borrower shall not operate to release the liability of this Security instrument granted by Lender to any successor in interest of Borrower of in consideration of the sums secured by this Security instrument granted by Lender to any successor in interest or

11. Borrower, 10, Released; Forgiveness; Note. Extension of the time for payment of such payments.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or sums secured by this Security instrument, whether or not due.

Lender is authorized to collect the proceeds, in its option, either to restore or to file an award a settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, if the property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers to make this date the date of the

otherwise immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law requires in which the fair market value of the property immediately before the taking is less than the amount of the sums

Property immediately before the taking. Any balance shall be paid to Borrower, to the extent of a partial taking of the proceeds: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the

the sums secured by this Security instrument shall be reduced by the amount of the proceeds unpaid by the following

secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing, which the fair market value of the property immediately before the taking is equal to or greater than the amount of the property in instrument, whether or not then due, with my excess shall be applied to the amount of a partial taking of the property in

to the event of a total taking of the property, the proceeds shall be applied to the amount secured by this Security instrument or other taking of any part of the property, or for conveyance in lieu of condemnation, we hereby waive

and the party to Lender.

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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 as if no acceleration had 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 paragraph 17.

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 in the entity (known 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 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 preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 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 to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

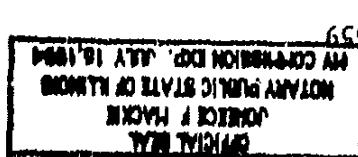
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

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Form JU14-990 (page 6 of 6 pages)



LASALLE BANK WESTMONT (LINDA BRAVIKCR) (Name)
(Address)

This instrument was prepared by

Notary Public

My Commission is effective

Given under my hand and official seal this 19th day of October 1990.

Date:

and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is my signed

, personally known to me to be the same person(s) whose name(s) are

do hereby certify that SUSAN RUBENSTEIN, AND JEFFREY C. RUBENSTEIN

, a Notary Public in and for said county and state,

J. ROBERT F. MARKIE

County as:

COOK

STATE OF ILLINOIS.

02564521

Social Security Number: 368-34-2124
JEFFREY C. RUBENSTEIN MERRILL MATVEI SHOLOMER
(Seal) +
SUSAN RUBENSTEIN 30-44-1332
(Seal) ✓
J. ROBERT F. MARKIE
(Seal) ✓
Wittness:

Security instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this

Other(s) (specify)

- Adjustable Rate Rider Biweekly Payment Rider Second Home Rider
 Graduated Payment Rider Planned Unit Development Rider balloon Rider
 Adjustable Payment Rider Biweekly Payment Rider Family Rider

[Check applicable box(es)]

Supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.
This Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall stand and hold good together with

24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with