FROM 1FCF LDAN BOCKING NO TO FIC AL GES 3059 OF 1992 11-17

92869096

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security in atrument") is given on 11/17/92, The mortgagor is ROBERT L. ROSENSF(12)

AND LISABETH L. ROSENBERG

HIS WIFE, AS JOINT TENANTS TO CONSUMER SECURITY HORTBASE, INC.

("Borrower"). This Security Instrument is give its successors and/or seeigns, a NEW YORK corporation, whose address is 1200 HARBER ROAD SUITE 421 OAKBROOK, IL 80521

Borrower owes Lender the principal sum of TWO HUNDRED EIGHTY EIGHT THOUSAND DOLLARS AND NO CENTS----dollere (U.S. \$ 288, 000, 00). **የመከ**ያያል ፲፫፫፬ 11/19/92 10:12 335 ፡ አት አማር የመውስ ነው ነው COOK VOURTY ESCONDEN

which has the address of 1406 NORTH HOYNE CHICAGO, IL 60822

("Propr. ty Address");

TOGETHER WITH all the improvements now or hereafter areoted on the projectly, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all flutures 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 invalidly select of the estate hereby conveyed and has the right to mortgage, grant and convey the

Property and that the Property is unencumbered, except for current taxes. Borrower warrants and will defined generally the title to the Property against all plains and demands.

1. Payment of Principal and interest; Late Charges. Borrower shall promptly pay when due the or notical of and interest on the debt evidenced by the Note and any fale charges due under the Note.

2. Application of Payments. Unless applicable few provides otherwise, all payments received by Linu'er under paragraph 1 shall be applied:

Bist, to late charges due under the Note; second, to interest due; and lest, to principal due.

3. Charges; Liene. Borrower shall pay all taxes, assessments, charges; times and impositions attributable to the Property which may attain priority over this Security instrument, and lessshold payments or ground rents, if any. Borrower shall pay on time dicerty to the person owed payment. Borrower shall promptly furnish to Cender receipts evidencing the payments.

Borrower shall promptly furnish to bender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has pivilin has promptly over this Security instrument unless Borrower: (a) acree, in writing to the payment of the obligation secured by the lien in a matther acceptable to Lender; (b) contests in good faith the lien by, or defaults against improvement of the lien in, sepil 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) secured from the lien to the lien to the lien in the lender determine, that any part of the Property is employed to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

A Hazard Insurance forcewer shall keep the improvements prove valuations of insurance acceptable leads to the improvements prove a valuation or insurance forcewer shall keep the improvements prove a valuation or insurance forcewer insurance forcewer and the property insured against loss by fire.

4. Hazerd insurance. Porrower shall keep the improvements now existing or hereafter arected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the emounts and for the periods that Lander requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be remeasonably 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 to Lender all receipts of paid premiums and renewal notices in the avent 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 willing, 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 this 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 paragraph 1 or change the amount of the payments. If under paragraph 20 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from demage 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.

the sums secured by this Security Instrument Immediately prior to the acquisition.

B. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit wasts. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the tease, and if Borrower acquires fee sittle to the Property, the leasehold and fee title shall not merge unless Lender 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, or 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 ections may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court.

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LOT 11 AND 12 IN BLOCK 9 IN D. S. LEE'S ADDITION TO CYCAGO IN SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLANOIS.

Cont County Clerk's Office

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Property of Cook County Clerk's Office

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paying resconable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

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

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Propurty. Lender shall give Borrower notice at the time of any inspection appendixture presentation.

time of or prior to an inspection specifying reasonable cause for the inspection.

time of or prior to an inspection specifying reasonable cause for the inspection.

8. 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 Lander.

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 the

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 falls 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 shell not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

- 9. Borrower Not Released; Porbesrence By Lender Not a Walver, 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 acrossors in Interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or precision the exercise of any right or remed;
- 10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall blind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements third and benefit the auccessors and essigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's coverants and agreements shall be joint and several. Any polycyter who designs this Security instrument; but does not execute the Nite: (a) is designing this Security Instrument; only to mortigage, grant and convolunt 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.

 11. Loan Charges, if the loan secured by this Security Instrument is subject to a law which sets maximum foan charges, and that law is finally interpreted so that the interest or other foan therese collected for to be collected in connection with the loan exceed the permitted limits; then: (a) any such better and the interest or other loan therese collected for be collected in connection with the loan exceed the permitted limits will be refunded to florrower. 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 of rice as principal, the reducion will be treated as a partial prepayment.

 12. Legislation Affecting Lender's Rights, it enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its term. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permit led by paragraph 20. If Lender exercises this option, Lender shall take the steps specified in the security paragraph of paragraph of paragraph for paragraph for paragraph for paragraph for paragraph for paragraph.

13. 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 chall 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 my it 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 and deemed to have been given to Borrower or Lender when given as provided in this DATAGRAD

14. Governing Law; Severability. This Security instrument shall be giverned by federal law and the law of the jurisdiction in which the Property is located. In the event that my provision or clause of this Security Instrument of the Note conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effectly imput the conflicting provision. To this end the provisions of this Security

instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy or the Project of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. If all any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural project) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, fro wever, this option shall not be exercised by Lentler 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, rise 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 falls 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.

17. Borrower's Right to Reinstate. If Borrower metal by this security instrument without further notice or demand on borrower.

17. Borrower's Right to Reinstate. If Borrower metal certain conditions, Borrower small have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as application by winey specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a jump on 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; (ti) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Fecurity Instrument, including, but not limited to, resconable attorneys' fees; and (d) takes such sollion as Lender may reasonably require to assure that the lieu of this Security Agreement, 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 Borrows, this Security instrument and the obligation secured harsby shall remain fully effective as if no ecceleration '.au pocurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

18. Bale of Note; Change of Loan Bervicer. The Note or a partial interest in the Note (together with time Scount; matrument) 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") this 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 rate 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 13 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.

18. Hazardous Substances. Borrowsi shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on in the Property. Borrower shall not do, nor allow anyone else to do, snything affecting the Property that is in violation of any Environmental Lew. 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 maintanance of the Property.

Borrower shall grounding 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 subsority that any removal or other remediation of any fiszardous Substance effecting the first state and actual substance affecting that foresters is presented as the Borrower shall respect to the state and actual substance affecting the first state and actual state and actual substance affecting the first state and actual state actual state and actual state actual state and actual state actual

the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

20. Acceleration, Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any governmental and the property is protected to the shall give notice to Borrower prior to acceleration following Borrower's breach of any governmental and the property is protected to be acceleration following Borrower's breach of any governmental and the property is protected to be acceleration following Borrower's breach of any governmental and the property is protected to be acceleration following Borrower's breach of any governmental and the property is protected to be acceleration following Borrower's breach of any governmental and the property is protected to be acceleration following Borrower's breach of any governmental and the property is acceleration following Borrower's breach of any governmental and the property is acceleration following Borrower's breach and the property is acceleration following Borrower's breach and the property is accelerated by the property is accelerated b

agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notes 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 Borrowers. which the default must be cired, and (d) that fallure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right-to essent in the foreclosure proceeding the non-existence of a default or any other defense of Borrower is acceleration and foreclosure. If the default is not oured 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, including, but not limited to, reasonable attorneys. less and costs of title evidence.

21. Lender in Possession, Upon acceleration under paragraph 20 or shandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shalf be entitled to enter upon, take possession of sud manage the Property and to collect the rents of the Property Including those past due. Any rents collected by Lender or the receiver shalf be applied

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first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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

23. Walver of Homestead, Borrower weives all right of homestead exemption in the Property.

x filet 2. finely	
ROBERT L. BOSENBERD	
* Signation & Reventera	
DISABETH L. ROSENBERO	

STATE OF ILLINOIS. Du Page	County sa:
1 m. 10 Kreifel	, a Notary Public in and for said county and state, do hereby certify that
Robert L. Roserberg + Lisabeth	L. Rosenbergihis witers joint
personally known to me to be the same purch whose name	tenanti
appeared before the this day in person, and act acres dedged that he alg	ned and delivered the seld instrument as free voluntary sot, for the
ties and purposes therein set forth.	
C	
Given under my hand enti official seal, this day	M November . 1992
4 -	
My commission expires:	Motary Public

This document was prepared by: and mail to:

FORD CONSUMER FINANCE C.A. PERRY-V.P. UNDERWRITING 250 E. CARPENTER FRWY, 6 DECKLETING, TX 75062



OFFICIAL SEAL
II A MEIFEL
NIMARY PUBLIC, STATE OF HUNOIS ME COMMISSION EXPIRES 3/20/96



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