

PREPARED BY:
ROBERT L. HOLZER
WHEATON, IL 60187

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RECORD AND RETURN TO:

NBD MORTGAGE COMPANY
2000 SOUTH NAPERVILLE ROAD
WHEATON, ILLINOIS 60187

92887977

[Space Above This Line For Recording Data]

MORTGAGE

7851983

92887977

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 5, 1992 by MICHAEL A. BROSCIO AND CATHERINE BROSCIO, HUSBAND AND WIFE

The mortgagor is DEPT 01 RECORDING 151,000 146666 TRAN 0779 11/25/92 10:11:00 098284 4 44-92-887977 COOK COUNTY RECORDER

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

NBD MORTGAGE COMPANY

92887977

which is organized and existing under the laws of THE STATE OF DELAWARE , and whose address is 900 TOWER DRIVE TROY, MICHIGAN 48098 (*Lender"). Borrower owes Lender the principal sum of SIXTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 65,000.00).

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 DECEMBER 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 9 IN THE RESUBDIVISION OF LOT "A" IN BRICKMAN MANOR, SECOND ADDITION UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

31N²

03-25-123-041

which has the address of 1300 PIMA LANE, MOUNT PROSPECT Street, City .
Illinois 60056 ("Property Address");
Zip Code

DPB 1088

Form 3014 9/80

REC'D BY: [Signature]

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

MDP -6R(IL) 101011

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Digitized by srujanika@gmail.com

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DPS 1080 Form 3014 9/90

4. Charges: Lender; Borrower shall pay all taxes, assessments, charges, taxes and impositions applicable to the Property which may affect it or its Security instrument, and leasehold payments made under any lease or ground rent, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in full 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments made by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due under Article 10; and last, to any late charges due under the Note.

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 21, 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 amounts secured by

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds 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 make up the deficiency. Borrower shall make up the deficiency in no more than thirty days after notice of such deficiency.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, instrumentality, or entity (including Lender, if 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 liquidating the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies the escrow items to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser in connection with this loan, unless this loan, under applicable law permits Lender to make such a charge. Borrower, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser in connection with this loan, with the funds to be repaid to Lender in the event of a default or liquidation of the Funds. Borrower may not be required to pay any Barrower any interest or earnings on the Funds until such time as Lender has received payment in full of all amounts due to Lender under this Note.

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") for: (a) yearly taxes and assessments which may apply to the Property; (b) yearly leasehold payments for ground rents on the Property; if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. These items are called "Borrower Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount provided for in the Note or the Note may require Lender to do so. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount held by Lender under another law that applies to the Funds related mortgagor for a period of time to the time of recordation of the Note. (RESPA), unless another law applies to the Funds 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq., ("RESPA"), unless another law applies to the Funds sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of expenditure of future Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of expenditure of future Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of expenditure of future Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of expenditure of future

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the amount of principal and interest as the Note and any late charges and legal expenses due under the Note.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

THIS SECURITY INSTRUMENT COVERS ALL OF THE PROPERTY OWNED BY JAMES KOURMAN TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.

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.

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. Such fixtures and additions shall be included in the property as defined in the Deed.

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 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, b, 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 those payments as a loss reserve in lieu of mortgage insurance. Loss reserve
DPB 1091
Form 3014 9/90

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DPS 1092

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

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 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.

14. Notices. Any notices to Borrower provided for in this Agreement shall be given by delivery in writing or by mailing it by first class mail unless otherwise specified below by 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 Borrower designates by notice to Lender. Any notice to Borrower. Any notice provided for in this Agreement shall be given by delivery in writing or by mailing it by first class mail to the address Borrower specifies in this Agreement, which shall be deemed to have been given if received within five days of delivery or five days after the date of delivery if delivered in this manner.

13. **Loan Charges.** If the loan secured by the Security instrument is subjected to a law which sets maximum loan charges, and that law is finally interpreted so that the interests of other loans charged 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 repayment without any premium to Borrower.

17. Successors and Assigns: 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 mortgagee, Plaintiff and conveyee 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, further or make any accommodations with regard to the terms of this Security instrument or to Note without the Borrower's consent.

11. Borrower Not Kept Held; holder, image by Lender, not a writer. Extension of time or payment of modicum
of amortization of the sums secured by the Security Instrument granted by Lender to any successor in interest of Borrower shall
not operate to release the liability of the original Borrower's successors in interest. Lender shall not be required to
comprise proceedings against any successor in interest of Borrower or pay any demand made by the original Borrower
of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or
successors in interest. Any fortification by Lender in exercising any right or remedy shall not be a waiver of or preclude the
exercise of any right or remedy.

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

he will appeal to the area's Security Instrument whether or not the sums are then due.

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 sums secured by this Security instrument immediately before the taking, unless Lender or Borrower shall otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall remain in the possession of Lender and Lender shall have the right to apply such amount to the sums secured by the Property prior to the date of the taking, if the amount so applied does not exceed the amount of the sums secured by the Property.

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

9. Imprecision, Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

payments may no longer be required, at the option of Lender, in morphology instruments covering (in the judgment and for the period) amounts provided by the insurer approved by Lender, to maintain mortgage insurance coverage (in the judgment and for the period) amounts provided by the insurer approved by Lender, 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.

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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 (or 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall 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 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 flammables 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 recordation costs.

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

DPS 1083
Form 3014, 9/80

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DPS 1094

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My Commission Expires: 12/20/2024

Notary Public

Notary Public
Name _____ Date _____

My Commission Expires:

Given under my hand and official seal, this 5 day of NOV
free and voluntary set, for the uses and purposes therein set forth.
me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR
personally known to me to be the same persons whose name(s) subscribed to the foregoing instrument, appeared before
County and state do hereby certify that

MICHAEL A. BROSCHIO AND CATHERINE BROSCHIO, HUSBAND AND WIFE

, a Notary Public in and for said

County signature

STATE OF ILLINOIS. COOK

County ss:

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

CATHERINE BROSCHIO

Witness

Borrower

(Seal)

MICHAEL A. BROSCHIO

Witness

In any rider(s) executed by Borrower and secured with it,
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
and supplement the governances and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument.

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

(Check applicable box(es))

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

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