

PREPARED BY:  
DEBBIE MICHELS  
SCHAUMBURG, IL 60173

# UNOFFICIAL COPY

RECORD AND RETURN TO:

LASALLE TALMAN BANK FSB  
1900 EAST GOLF ROAD-SUITE L-10  
SCHAUMBURG, ILLINOIS 60173

ATTENTION: DEBBIE MICHELS (Space Above This Line For Recording Data)

## MORTGAGE

329543-5

92902662

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 19, 1992  
RUSSELL T. HERBERG  
AND DEBORAH L. ANGELINI, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to  
LASALLE TALMAN BANK FSB

92902662

DEPT-01 RECORDING \$31.50  
705555 TRAM 2817 12/02/92 10:41:00  
#8934 E 92-902662  
COOK COUNTY RECORDER

which is organized and existing under the laws of UNITED STATES OF AMERICA  
and whose  
address is 4242 NORTH HARLEM  
NORRIDGE, ILLINOIS 60634  
EIGHTY THOUSAND  
AND 00/100

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 80,000.00).

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 16 IN BLOCK 3 IN GLADSTONE GARDENS, A SUBDIVISION OF LOTS 1 AND 2  
(EXCEPT THEREFROM THE NORTHERLY 150 FEET THEREOF, LYING IMMEDIATELY  
SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF THE CHICAGO AND  
NORTHWESTERN RAILROAD RIGHT OF WAY IN THE CIRCUIT COURT PARTITION OF  
THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP  
40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF  
THE CHICAGO AND NORTH WESTERN RAILROAD RIGHT OF WAY, IN COOK COUNTY,  
ILLINOIS.

13-08-220-022

which has the address of 5236 NORTH MARMORA, CHICAGO  
Illinois 60630  
Zip Code

Street, City .

("Property Address");

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 8/90

VMP MORTGAGE FORMS - (312) 283-8160 - (800) 521-7787

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DPB 1080

Initials \_\_\_\_\_

31 50  
RJ  
gpa

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Form 301a 9/90  
DPS 1080

1127 Dated

KMP-6(B)(1)(b)

Borrower shall promptly disclose any loan which has priority over this Security instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the loan in a manner acceptable to Lender, (b) certifies in good faith the loan is not defamatory or libelous, or (c) secures from the holder of the loan in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the loan, or (d) agrees to pay the Lender's attorney fees and costs of defense.

4. **Chargers;** Lenders; Borrower shall pay all taxes, assessments, charges, rates and expenses arising out of the properties which may attach priority over this Security Instrument, and lesseeshold payments for ground rents, if any; Borrower shall pay all the personalty owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this partnership to the person making these payments directly, Borrower shall promptly furnish to Lender evidence of the payments.

third, to interest due fourth, to principal due and last, to pay the charges due under the Note.

this Security Instrument.

twelve monthly payments, at Lender's sole discretion.

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 fees 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; however shall make up the deficiency in no more than

Decorative items or otherwise in a decorative wine.

Under no circumstances may any amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

<sup>19-4</sup> US Standardized (1970) time to unite, 12 U.S.C., section 1923, as if V. was a member of the class, and applicable to the class.

related model package (ICM) may reflect more closely the relationship under the federal real estate settlement procedures act than the FED's approach.

Under trial, it / my time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "escrow items".

If (a) yearly mortality insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums.

and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

2. **RANDS FOR TAXES AND DEDUCTIBLES**: Subject to applicable law or to written waiver by Beneficiary, amounts paid under the Note for taxes and deductible amounts shall be applied to the Note in full, until the Note is paid in full, a sum ("Friends") for (a) yearly taxes

principia of and interested in the detail evidenced by the Note and any preemployment and future inquiries are under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited

claim and convey the property and that the property is unencumbered, except for encumbrances of record.

**BOURROWER COVENANT'S REASONABLEMEN'S DRAFT** (usually referred to as "the estate decree") conveys said lands in the name of the grantee to the aggregate.

Fixtures 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".

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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 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 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 of mortgage insurance. Loss reserve

DPB 1091

Form 3014 9/90

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Form 301A D90  
DPB 1082

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Form 301A D90  
DPB 1082

16. Borrower's Copy. Borrower shall be given one unnotarized copy of the Note and of this Security Instrument, to be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are delivered conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note unless the Note is located. In the event that any provision of this Security Instrument or clause of the Note which is located in which the Property is located, is governed by the law of the state in which the Note is located.

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

Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this

of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

previously charged under the Note.

Borrower. If a refund redress principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct

Borrower. Lender may exceed so that the interest or other 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

loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the

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

make any accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument (b) is not personally obligable to pay the sums

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mitigate, grant and convey this

paragraph 17. Borrower's covenants and agreements of the Note and Borrower, subject to the provisions of

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this

exercise of any right or remedy.

successors in interest. Any holder in due course may right of remedy shall not be a waiver of or preclude the

secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or

of the sums secured by this Security Instrument by reason of my demand made by the original Borrower or Borrower's

compliance proceedings against any successor in interest or release to extend time for payment of otherwise modify amortization

not applicable to release the liability of the original Borrower's successors in interest. Lender shall not be required to

amortization of the sums secured by it is Security Instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Foreclosure; Lender Not a Witness. Extension of the time for payment of indebtedness

postpone the due date of the monthly payments 1 and 2 or change the amount of such payments.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

securer by this Security Instrument, whether or not then due.

Lender is authorized to collect, to damages, Borrower fails to respond to Lender within 30 days after the date the note is given

award of settle a claim, to damages, or if, after notice to Borrower to make an

If the Property is abandoned by Borrower, or if, after notice by Lender or not the sums are then due,

be applied to the sums secured by this Security Instrument whether or not the sums are then due.

making, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the

before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the total

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately

this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (ii) the total

Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

market value of the Property immediately before the taking is equal to or greater than the amount of the Property in which the first

whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the first

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the commencement for mortgagor

lender (requirers) provided by an insurer approved by Lender becomes available and is obtained. Borrower shall pay

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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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; Charge 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 in relation 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 recordation costs.

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

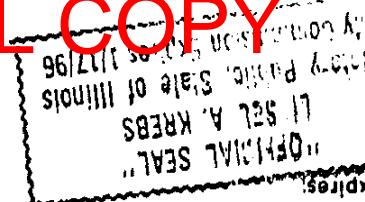
DPS 1083  
Form 3014 9/90

92902662

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DPS 1094

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My Commission Expires:

Given under my hand and official seal, this 19th day of December 1996  
free and voluntary act, for the uses and purposes herein set forth.  
I, S. A. KREBS, signed and delivered the said instrument as THEIR  
personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before  
me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR

RUSSELL T. HERBERG AND DEBORAH L. ANGELINI, HUSBAND AND WIFE  
county and state do hereby certify that  
a Notary Public in and for said

1. THE UNDERSIGNED

STATE OF ILLINOIS, COOK

County ss:

62902662

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Witness

DEBORAH L. ANGELINI

Witness

RUSSELL T. HERBERG

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

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Planmed Unit Development Rider
- Rate Impovement Rider
- Second Home Rider
- Other(s) (specify)
- V.A. Rider
- Balloon Rider
- Graded Payment Rider

Check applicable box(es)

With this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

329543-5