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Loan #711387105662

STATE OF ILLINOIS
RECORDED RECORD

02 DEC 29 AM 11:20

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73-85-4287
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(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 14, 1992**
The mortgagor is **STEVEN H. ARTSTEIN AND LEE ANN V. ARTSTEIN, HIS WIFE**

DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is
745 DEERFIELD ROAD, DEERFIELD, IL 60015

("Borrower"). This Security Instrument is given to
FORTY THOUSAND AND NO CENTS
Dollars (U.S. \$ **40,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payment, with the full debt, if not paid earlier, due and payable on
JANUARY 1, 2008. 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 131 IN THE NORTHBROOK KNOLLS, BEING A RESUBDIVISION IN THE
NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PIN: 04-09-105-028-0000

1234567890

which has the address of

915 HUCKLEBERRY LANE
(Street)

NORTHBROOK
(City)

Illinois

60062
(Zip Code)

("Property Address")

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Form 3014-9/90 (Page 2 of 6 pages)

ITEA 187812 (1919)

shall satisfy the lessor or lessee of the more of the lessor's or lessee's expenses set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the term 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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees
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4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fines and imposts due to the property which may accrue over this security instrument, and escrowed payments of ground rent, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due time, Borrower makes these payments 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 these payments directly, Borrower shall promptly furnish to Lender receipts.

3. Application of Payments. Unless applicable law provides otherwise, all payments, reviewed by Landor 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; fourth, to principal due; 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 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 sums

If the Funds held by Lender exceed the amounts permitted, or as held by applicable law, Lender shall account to the trustee of this security instrument such amounts as exceed the maximums set forth in the instrument.

The Funds shall be held in an escrow account whose deposits are insured by a federal agency, instrumentality, or entity including Legendre, if Legendre is such an institution) or in any Federal Home Loan Bank. Legendre shall apply the Funds to pay the Escrow items. Legendre may not charge Borromer for holding and applying the Funds, normally utilizing the Escrow account, or verifying the Escrow items. Legendre pays Borromer interest on the Funds and permits Borromer to make such a charge. However, Legendre may require Borromer to pay a one-time charge for an independent real estate reporting service used by Legendre in connection with this loan, unless applicable law provides otherwise. Unless a lender to Borromer to pay a one-time charge for an independent real estate reporting service used by Legendre in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires otherwise.

1. Payment of Principal and Interest; Prepayment shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay all taxes and assessments which may be levied on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly realty taxes and assessments which may be levied on the Property, if any; (b) yearly hazard or property insurance premiums; (c) yearly liability insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes and Insurance". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth below in accordance with the laws of the state where the property is located.

SUNIFORM COVENANTS. Both owner and lessee covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covocants for national use and non-uniform covocants which limited ratifications by jurisdiction to constitute a uniform security instrument covering real property.

BOKKOWER COFFEE is our favorite is lawfully seized of the same hereby certified to have been the property of record.

TOOCEI HER WITH all the improvements now or hereafter to be made in this Security Instrument All of the foregoing is recited to in this Security Instrument as the "Property".

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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 Lender.

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 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 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 fails 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 shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. 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 successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; 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 mortgage, grant and convey 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges 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 prepayment without any prepayment charge under the Note.

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

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

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

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

9. Inspection. Landlord or his agents may make reasonable entries upon and inspections of the Property. Landlord shall

Any amounts distributed 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 to Lender to Borrower.

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, probable, for condemnation or forfeiture 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 (such as a reasonable attorney's fees and costs). Lender may sue for damages or specific performance. Lender may take action under this paragraph 7, Lender does not have to do so.

Unless S and Bonmover otherwise agree in writing, any application of proceeds to principal shall not exceed one month or twelve months if S so directs.

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. 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.

for the periods that Leader's supporters, the insurance carrier providing the insurance shall be chosen by Rotowire subjects to Leader's approval which shall not be unreasonable withheld. If Rotowire fails to maintain coverage described above, Leader's option, obtain coverage to protect Leader's rights in the Property in accordance with paragraph 7.

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applicable law may specify (or 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 recordation costs.

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

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Form 3914-9190 (page 6 of 6 pages)
GSA Schedule Item 1400-300-0000 Date 01-01-1991

ITEM 187668 (19103)

BOX 333

(Address)

(Name)

This instrument was prepared by
M. A. D. T.

Deerfield Federal Savings & Loan Association

Barbara Wallace

Chicago, Illinois 60646
5813 North Milwaukee Avenue

NOTARY PUBLIC, STATE OF ILLINOIS

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-31-95
JUDITH M. WINGADER

• OFFICIAL SEAL

Given under my hand and official seal, this

14th day of December, 1992

My Commission expires

for

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 they signed

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

do hereby certify that Steven H. Artstein and Lee Ann H. Artstein, his wife,

, a Notary Public in and for said County and State,

Judith M. Wingader

STATE OF ILLINOIS, Cook County ss:

Social Security Number <i>LEB ANN H. ARTSTEIN</i> (Seal)	Social Security Number <i>STEVEN H. ARTSTEIN</i> (Seal)
Borrower Witness:	Borrower Witness:

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 covenants contained in pages 1 through 6 of this

Other(s) (specify)

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Balloon Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> <i>Lee Ann H. Artstein</i> | <input type="checkbox"/> <i>Steven H. Artstein</i> | <input type="checkbox"/> <i>Judith M. Wingader</i> |

Instrument (Check applicable box(es))

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

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