

PREPARED BY:
ROSE A. ELLIS
CHICAGO, IL

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RECORD AND RETURN TO:

THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A
50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675

[Space Above This Line For Recording Data]

MORTGAGE

331526

REF ID: A18292156 433.00
18292156 1415 05/15/92 15122400
051826 0-1 4-22-05 アマゾン
OCEAN SOUND RECORDER

923177-8

THIS MORTGAGE ("Security Instrument") is given on **APRIL 30, 1992**
SHERI ANN ROTHSCHILD, Married to
AND JAY ROTHSCHILD, WIFE AND HUSBAND

The mortgagor is

(“Borrower”). This Security Instrument is given to
THE NORTHERN TRUST COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 50 SOUTH LA SALLE STREET

, and whose

Address is 30 South LaSalle Street
CHICAGO, ILLINOIS 60675 (Lender). Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY THREE THOUSAND TWO HUNDRED
AND 00/100 Dollars (U.S. \$ 123,200.00).

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 MAY 1, 2022. 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 97 IN MILLS PARK ESTATES, BEING MILLS AND SONS SUBDIVISION OF
PART OF THE NORTH 918.10 FEET OF THE NCRTHWEST 1/4 OF SECTION 18,
TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

10-18-111-023-0000

which has the address of 7036 FOSTER, MORTON GROVE
Illinois 60053 ("Property Address");
Zip Code

Street, City

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Borrower shall promptly disclaim any right to sue for priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation created by the loan in a manner acceptable to Lender or (b) consents in good faith to the filing of a complaint against Lender for a deficiency judgment in the event of the bankruptcy of the Borrower.

4. **Chirgees; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may attach priority over this Security Instrument and leasehold payments to ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that 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. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received 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 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, except such amounts retained as provided in the paragraph below, the undersigned shall acquire or sell the Property.

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall immediately refund to Borrower the amounts permitted to be held by applicable law, Leander shall refund to Borrower any amounts necessary to pay Leander's sole discretion.

The Funds shall be held in an institution whose depositors are insured by a federal agency, intermediately, or finally 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, usually analyzing the escrow account, or unitizing the escrow items, unless Lender pays borrower interest on the Funds and applies late fees such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate service used by Lender in connection with this loan, unless applicable law provides otherwise. Lender is made of applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or earnings of the Funds without charge, in annual accounting of the Funds, showing each and details to the Funds and the purpose for which each Borrower and Lender may agree in writing; however, the interest shall be paid on the Funds, Lender shall give to Borrower and Lender my signature on the Funds, security for all sums secured by this Security instrument.

destroy letters or otherwise in accordance with applicable law.

permitted notwithstanding that it may be required under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., Section 2601 et seq., "RESPA", unless another law that applies to the Funds acts a lesser amount, if any, and under any circumstances, the Fund will not exceed the lesser amount.

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 immediately preceding payment of the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may affect this Security Instrument as a lien on 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; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of monthly instalments. These items are called "Escrow Items". Lender may, in its discretion, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally chartered bank, in the case of a Note, collects and holds. Funds in an amount not to exceed the maximum amount a lender for a federally chartered bank, in the case of a Note, collects and holds.

(c) **Agreement to terminate and interests; prepayment and late charges.** Notwithstanding anything else contained in the Note, and excepted off the debt evidenced by the Note and any prepayment and late charges due under the Note,

UNIFORM GOVERNANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform documents for national use and non-uniform documents with limited variations by the subscriber to constitute uniformly instrumental government paper having real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgag[e].

TODAY WITH ALL THE IMPROVEMENTS NOW OR HERETOFORE ERECTED ON THE PROPERTY, AND ALL EASEMENTS, APPURTENANCES, AND FIXTURES NOW OR HERETOFORE A PART OF THE PROPERTY. ALL REPLACEMENTS AND ADDITIONS SHALL ALSO BE OWNED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY."

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DPS 1082 Form 301a 9/90

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

15. **Charterholders' Law.** This Security instrument shall be governed by federal law and the law of the state in which the instrument was executed or, if such state does not have a conflict of laws provision relating to choice of law, by the law of the state having the most significant relationship to this transaction.

it by this class and unless applicable law requires use of another method. The notice shall be directed to the Property Address or my other address for owner designates by notice to Landlord. Any notice to Landlord shall be given by first class mail to Landlord's address stated herein or my other address listed designates by notice to Borrower. Any notice provided for in this Section shall be deemed to have been given to Borrower or Landlord when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing and shall

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 limits; and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded to him.

make any recommendations with regard to the terms of this Settlement without the Board's consent.

successors in interest. Any forfeiture by transfer in express or implied or tenancy shall not be a waiver of or preclude the exercise of my right of remedy.

11. Borrower Not Responsible: Borrower agrees to the payment of the sum specified or more than one-half of the principal amount of the note.

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

If the Property is sold or otherwise disposed of, after notice by Lender to Borrower that the condominium 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 sum secured by this Security Interest, whether or not then due.

turning, unless otherwise agreed in writing or unless otherwise provided, the proceeds shall be applied to the same account by the Security instrument whether or not the sums are then due.

market value of the property immediately before the taking is less than the amount of the sum secured immediately before the taking in which the party before the taking, any balance shall be paid to the owner in the event of a partial taking or if the property is taken in whole or in part.

This security instrument shall be recorded by the owner of the proceeds mentioned by the foregoing instrument (a) in the amount of the sum secured immediately before the taking divided by (b) the fair market value of the property immediately

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 held in trust for the benefit of the heirs, executors, administrators, successors and assigns of the Borrower.

condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby suspended and shall be paid to Lender.

However notice at the time of or prior to an inspection specifically responsible cause for the inspection.

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

payments may no longer be required, in the option of Landlord, if no portion of insurance coverage (in the amount and for the period

5. Hazard or Property Insurance. Borrower shall keep the improvements new 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

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Form 3014 2/90

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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 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.

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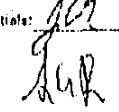
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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.

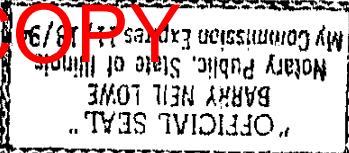
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Initials: 

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DPS 109a

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My Commission Expires:

Notary Public

GIVEN under my hand and official seal, this 22nd day of APRIL,
free and voluntary act, for the uses and purposes therein set forth.
me this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR
personal known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before
a Notary Public in and for said

SHERI ANN ROTHSCHILD AND JAY ROTHSCHILD, WIFE AND HUSBAND
county and states do hereby certify that
1. 4/22/99 is a copy of

STATE OF ILLINOIS, COOK

County ss:

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

JAY ROTHSCHILD

Witness

Witness

V.A. Rider

Adjustable Rate Rider
 Graduated Payment Rider
 Biweekly Payment Rider
 1-4 Family Rider
 Condominium Rider
 Planned Unit Development Rider
 Biweekly Payment Rider
 Biannual Payment Rider
 Other(s) (Specify) MORTGAGE RIDER FOR COVENANT #22

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

(Check applicable boxes)

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

331526

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MORTGAGE RIDER FOR COVENANT #22

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 22 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER's rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

Sheri Ann Rothschild
SHERI ANN ROTHSCHILD

(SEAL)
-BORROWER

Jay Rothschild
JAY ROTHSCHILD

(SEAL)
-BORROWER

Jay Rothschild
JAY ROTHSCHILD

(SEAL)
-BORROWER

Jay Rothschild
JAY ROTHSCHILD

(SEAL)
-BORROWER

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