

PREPARED BY:
JUDY LATOZA
NORTHBROOK, IL 60062

UNOFFICIAL COPY

RECORD AND RETURN TO:

UNITED MORTGAGE SERVICE, INC.
3000 WEST DUNDEE ROAD SUITE 318
NORTHBROOK, ILLINOIS 60062

93445424

[Space Above This Line For Recording Data]

MORTGAGE

4043485

: DEPT-01 RECORDING \$31.50
: T#0000 TRAM 1947 06/11/93 12:52:00
: #1716 # K-93-445424
: COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on MAY 28, 1993
SHELLEY SHINDERMAN, DIVORCED, NOT SINCE REMARRIED

The mortgagor is

("Borrower"). This Security Instrument is given to
UNITED MORTGAGE SERVICE, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 3000 WEST DUNDEE ROAD SUITE 318
NORTHBROOK, ILLINOIS 60062
EIGHTY THOUSAND
AND 00/100

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 JUNE 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 6 AND THE NORTH 1/2 OF LOT 7 IN TOUHY AVENUE HIGHLANDS, A
SUBDIVISION OF THE WEST 498 FEET OF THE EAST 15 ACRES OF THE WEST 20
ACRES OF THE SOUTH 40 ACRES OF THE SOUTHWEST 1/4 OF SECTION 27,
TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

10-27-316-022
VOL. 124

318C

which has the address of 7241 NORTH KILPATRICK AVENUE, LINCOLNWOOD
Illinois 60646 ("Property Address").

Street, City .

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

GRILL INC.

AMERICAN LAND TITLE ASSOCIATION - 1992 EDITION

DPS 1088

Form 3014 9/90

100%

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Form 3014 9
0001 843

1436 (11/89) 1001

the government should immediately discontinue any loan which has previously accrued by the loan in a manner acceptable to [landlord]; (b) contestants in writing to the government of the obligation incurred by the loan in a manner acceptable to [landlord]; (c) agrees in this security instrument, [landlord] may give [mortgagee] a notice demanding the return, however shall satisfy the loan or take one or more of the actions set forth above without giving notice.

3. (b) (1)(B)(ii); (b)(1)(B)(iii), Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may alien prior to the date Security interest, and leasehold payments or ground rents, if any; Borrower shall pay all other obligations in the manner provided in paragraph 2, or it is not paid in that manner, Borrower shall pay the amount of the same directly to the person owed payment. Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph if Borrower makes the payment directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments referred to by Letter under Paragraph 2 and 3 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.

(1) The Funds held by Lender shall 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 exceeds the amounts permitted to be held by applicable law, Lender shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than one month after notice to Lender.

The Funds shall be held in an institution whose deposits are insured by a federal agency, or entity (including Lender, if Lender is not in a institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the current items, Lender may not charge Lender for holding and applying the Funds, normally analyzing the excess account, or verifying the borrow items, unless Lender pays his/her holder interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent legal reporting service in addition to Lender's fees, unless Lender pays his/her holder interest on the Funds and applicable law permits Lender to make such a charge. Furthermore, unless Lender pays his/her holder interest on the Funds and applicable law permits Lender to make such a charge, Lender may require Borrower to pay a one-time charge for an independent legal reporting service in addition to Lender's fees, unless Lender pays his/her holder interest on the Funds and applicable law permits Lender to make such a charge.

2. Funds for Taxes and Insurance. Subject to application of law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note in kind any prepayment and late charges due under the Note, and any monthly payments due the holder of this Security Instrument as a fine on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums or ground rents on the Property, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums. These items are called "Fees or Items".

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 affect this Security Instrument as a fine on the Property, (b) yearly leasedhold payments,

it is agreed that (c) yearly mortgagor insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the terms of paragraph 8, in lieu of the payment of monthly insurance premiums. These items are called "Fees or Items".

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall apply to the Funds set a lesser amount, at any time, at any time, collect and hold Funds in an amount not to exceed the lesser amount, less a lesser amount due on the basis of current debt and reasonable estimates of expenditures of future losses or expenses in accordance with applicable law.

UNIFORM COVENANTS. Borrower and Lender covenants and agree as follows:

THIS SECURITY INSTRUMENT combines multiple ownership interests for defined use and non-ordinary coverages with limited warranties by insuring against a multitude security instrument covering real property.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

ITEMS now or hereafter a part of the property. All replacements and additions shall also be covered by this Second Mortgagor's Covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage it.

5. Hazard or Property Insurance. Borrower will 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 31 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

DPS 1091

Form 3014 8/90

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16. Borrower's (up), Borrower shall be given one additional copy of the Note and of this Security Instrument.

15. Governing Law and 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 is held invalid or unenforceable under 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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing or by mailing it by first class mail unless otherwise provided by law requires the use of another method. The notice shall be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address set forth below or to 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 for in this paragraph.

Proprietary and Confidential under the NDA

13. **Lawn Chemicals.** It is the joint responsibility of the homeowner and the landscaper to obey all laws which set maximum lawn chemicals and other law is strictly implemented so that the interests of other lawn owners are not affected or to a law which sets maximum lawn chemicals.

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

12. **Successors and Assigns**: Joint and Several Liability: Co-Debtors. The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this instrument.

selections in literature. Any letter or article by Leopold in either listing any group of renewals shall not be a waiver of or preclude the filing of any other renewal.

11. **Borrower Not Released; Full Satisfaction by Lender Not a Waiver.** Extension of the time for payment of modification of the sum demanded by this security instrument by any successor in interest of Borrower shall not operate to release the liability of the original Borrower or his successors in interest, Lender shall not be required to release the security instrument held by him by reason of any modification of the time for payment of the sum demanded by this security instrument by any successor in interest of Borrower or his successors in interest, and Lender shall not be relieved of any obligation to collect the sum so demanded by the original Borrower or his successors in interest.

Under § 14(2)(b) of the Act, the Secretary may issue regulations to implement the provisions of the Act.

Lender is authorized to collect and apply the proceeds, at his option, either to satisfaction or repayment of the Property or to the sum advanced by Lender's Surety in respect thereof, whether or not legal due.

If the property is damaged by flooding, in the case where it is necessary to reconstruct, the cost of reconstruction will be paid by the owner.

be applied to the sums secured by the *Secondly* instrument whether or not the sums are then due.

market value of the property immediately before the damage is less than the amount of the sums secured immediately before the

amount of the sums received immediately before the taking, divided by (c) the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower. To the extent of a partial writing of the property in which the Lender

Secondly instruments immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

whether or not there is due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the Lender has an undivided interest.

that he paid to Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. Inspection, lessee or his agent may make reasonable entries upon and inspectors of the Property. Landlord shall give

the premium required to maintain mortgage insurance in effect or to provide a loss reserve until the guaranteed rate is reached.

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17. Transfer of the Property or a Beneficial Interest in Borrower. 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.

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

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DPS 1094

Notary Public, State of Illinois	My Commission Expires 10/21/95
LISA A. SMITH	
"OFFICIAL SEAL"	

My Commission Expires:

Given under my hand and affidavit seal, this 28 day of
February and voluntary act, for the uses and purposes herein set forth.
We this day in person, and acknowledge that HE SHE signed and delivered the said instrument in HIS HER
presence and known to be the same persons whose names are subscribed to the foregoing instrument, appear before
Court and state do hereby certify that

SHEILLY SHINDRMAN, DIVORCED, NOT SINCE REMARRIED

a Notary Public in and for said

County of

STATE OF ILLINOIS, COOK

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Witness

Borrower

(Seal)

Witness

SHEILLY SHINDRMAN

X *SHEILLY SHINDRMAN*

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

- | | | | | | | | | | |
|--|---|---|--|--|---|---|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Goodwill Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Standard Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Biannual Rider | <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) Specify _____ |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Plan and Development Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Standard Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biannual Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Other(s) Specify _____ | |

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

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