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Box 169  
274  
9-10-82  
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WHEN RECORDED MAIL TO

F.M. MORTGAGE SERVICES, INC.

COOK COUNTY CLERK'S OFFICE  
1111 N. WASHINGTON ST.  
CHICAGO, ILL. 60610

3340 DUNDEN ROAD, SUITE 201  
NORTHBROOK, IL 60062  
LOAN NUMBER: 0577464

JUL 11 11:50

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(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 4TH, 1982  
The mortgagor is MARY E. WEINBERG, MARRIED TO HEROLD B. WEINBERG

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

F.M. MORTGAGE SERVICES, INC.  
which is organized and existing under the laws of ILLINOIS, and whose address is  
3340 DUNDEN ROAD, SUITE 201, NORTHBROOK, IL 60062

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

ONE HUNDRED EIGHTY SEVEN THOUSAND AND NO/100  
Dollars (U.S. \$ 187,000.00). 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  
JULY 1ST, 2000. 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 (IN WILLIAMSBURG SQUARE OF NORTHBROOK, UNIT 1, SUBDIVISION A  
SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH,  
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS).

05-03-204-029

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which has the address of 1259 WILLIAMSBURG DRIVE, NORTHBROOK  
[Street] [City]  
Illinois 60062 ("Property Address");  
[Zip Code]

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Form 1024-2014 (Rev. 07-15-14)

SECURITY INSTRUMENT

NOTICE: This form is intended to be used for the recording of security instruments. It is not intended to be used for the recording of other types of instruments. The instructions on the back of this form describe the information that must be provided for recording.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, lightning, theft, and any other hazards, including flood, and any other hazards, including windstorm or hail, by a hazard insurance policy which lender requires. This insurance shall be maintained in the amount and

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 any amounts payable under paragraph 2, third to interest due, fourth to principal due, and last to any late charges due under the Note.

4. Charges, Taxes, Assessments, Fees, and Impositions. Borrower shall pay all taxes, assessments, charges, fees, and impositions attributable to the property which may attach to this Security Instrument, including property taxes, and assessments, charges, fees, and impositions attributable to the property.

6. Deficiency. In the event of foreclosure, the amount of any deficiency shall be determined by the lender in its sole discretion. Borrower shall not be liable for any deficiency.

7. Funds for Taxes and Insurance. Borrower shall pay, on or before the date when the lender may so notify Borrower in writing, and in each case, Borrower shall pay to lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency as no more than twelve monthly payments, at lender's sole discretion.

8. Funds Held by Lender. Lender shall account 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 account for the excess funds in accordance with the requirements of applicable law.

9. Funds Held by Lender. Lender shall account for the funds held by lender 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 account for the excess funds in accordance with the requirements of applicable law.

10. Funds Held by Lender. Lender shall account for the funds held by lender 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 account for the excess funds in accordance with the requirements of applicable law.

11. Funds Held by Lender. Lender shall account for the funds held by lender 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 account for the excess funds in accordance with the requirements of applicable law.

12. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by lender, borrower shall pay to lender on the day monthly payments are due under the Note, and the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which attach to the property; (b) yearly hazard or property insurance premiums; (c) yearly flood insurance premiums, if any; (d) yearly mortgage insurance premiums, if any; and (e) any sums payable by borrower to lender in connection with the government of paragraph 5, in lieu of the payment of mortgage insurance premiums. These funds are called "Funds."

13. Payment of Principal and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

14. Uniform Covenants. Borrower and lender covenant and agree as follows: UNIFORM COVENANTS. Borrower and lender covenant and agree as follows: UNIFORM COVENANTS. Borrower and lender covenant and agree as follows:

15. Borrower Covenants. That borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property, and that the property is unencumbered, except for encumbrances of record, and that borrower is not aware of any other encumbrances of record. Borrower warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

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15. Borrower's Right to Redemption. If Borrower meets certain conditions, Borrower shall have the right to have the Property redeemed by Borrower at any time prior to the expiration of this Security Instrument.

16. Lender's Right to Foreclose. Lender shall give Borrower notice of acceleration. The notice shall provide a period of 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower's Property. It is agreed that the Property or any interest therein shall not be transferred, sold, leased, mortgaged, encumbered, or otherwise disposed of in any manner without the prior written consent of Lender.

18. Governing Law; Severability. This Security Instrument shall be governed by the law of the State of California. If any provision of this Security Instrument is held to be unenforceable, the remainder of this Security Instrument shall remain in full force and effect.

19. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the address set forth in the Security Instrument, or to any other address designated by Borrower in writing.

20. Loan Charges. If the loan secured by this Security Instrument is subject to a tax which the maximum loan charge is subject to, the loan charge shall be the amount of such tax plus the amount of any other charges collected or to be collected in connection with the loan.

21. Borrower's Obligations. Borrower shall be bound by the terms of this Security Instrument and the Note without the need for any separate agreement. Borrower agrees to execute any documents necessary to carry out the terms of this Security Instrument.

22. Signers and Assignors Jointly and Severally. The covenants and agreements of this Security Instrument shall be binding on and enforceable against the signers and assignors of this Security Instrument jointly and severally.

23. Borrower's Acknowledgment of Borrower's Obligations. Borrower hereby acknowledges that the sums secured by this Security Instrument are for the purpose of financing the purchase of the Property.

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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. These 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 Substance" 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 hereby 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 3014 (9/90) Page 1 of 6 pages  
 (Print name and address of the lender)

DATE: \_\_\_\_\_  
 TIME: \_\_\_\_\_

THIS INSTRUMENT IS A SECURITY INSTRUMENT FOR THE PURPOSES OF THE SECURITY INSTRUMENT ACT, CHAPTER 48, PART 1A, STATUTES OF THE STATE OF ILLINOIS.

*[Handwritten signature]*

the instrument was prepared by \_\_\_\_\_

Notary Public

*[Large handwritten signature]*

My commission expires on \_\_\_\_\_  
 My commission number is \_\_\_\_\_

I have read the instrument and understand its contents and the effect thereof.

Date

and I have read the instrument and understand its contents and the effect thereof.

and I have read the instrument and understand its contents and the effect thereof.

personally known to me to be the same person(s) whose name(s) \_\_\_\_\_

to be the same person(s) AND HEREBY BY ME STATED, HER HUSBAND \_\_\_\_\_

A Notary Public in and for said county and state.

Notary Public

County of \_\_\_\_\_

State of \_\_\_\_\_

STATE OF ILLINOIS

Notary Public

Notary Public

93445534

Notary Public

Notary Public

*[Handwritten signature]*

Witness

Witness

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any riders executed by Borrower and recorded with it.

(Initials) (Print Name)

Adjustable Rate Rider	Contingent Payment Rider	Rate Engagement Rider	Second Home Rider
Fixed Rate Rider	Payment (Unit) Development Rider	Rate Engagement Rider	Second Home Rider
Contingent Payment Rider	Rate Engagement Rider	Rate Engagement Rider	Second Home Rider
Contingent Payment Rider	Rate Engagement Rider	Rate Engagement Rider	Second Home Rider

2. 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 merge and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument. (Check applicable boxes)