

# UNOFFICIAL COPY

(1)

Return Recorded Doc To:  
Bank One Mortgage Corporation  
13579 W. Higgins Road, 4th Floor  
Reserve, IL 60016-4940  
Attn: Post Closing Department



93456158

93456158

[Space Above This Line For Recording Data]

## MORTGAGE

DEPT-11 RECORD T \$31.50  
717777 TRAN 0045 06/16/93 11:40:00  
45963 \* 93-456158  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **June 2, 1993** . The mortgagor is

**RICHARD A. YANOW & DEBORAH YANOW, KNOWN AS HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **CRA MORTGAGE BROKER**

93456158

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **3100 DUNDEE ROAD, #911**

**NORTHSHROOK, IL 60062**

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

**Eighty-Four Thousand and No/100 -----**

Dollars (U.S. \$ **84,000.00** ).

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 1, 2023**. 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:

**P.I.N. 10-08-200-107**

**THE WEST 18.50 FEET OF THE EAST 91.83 FEET OF THE FOLLOWING DESCRIBED PROPERTY: -LOT 12 (EXCEPT THE SOUTH 1.19 FEET THEREOF) AND THE SOUTH 1.32 FEET OF LOT 11, ALSO THAT PART OF LOT "A", LYING NORTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SAID SOUTH 1.19 FEET OF LOT 12 AND LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID SOUTH 1.32 FEET OF LOT 11 (TAKEN AS A TRACT), IN ORCHARD MANOR HIGHLANDS SUBDIVISION OF PART OF THE EAST 5 ACRES OF THE WEST 18 ACRES OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRY OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 1, 1996, AS DOCUMENT NUMBER 1686411.**

which has the address of **10021 E. FRONTAGE ROAD SNOKIE** [Street, City],  
**ILLINOIS 60077** ("Property Address");

[Zip Code]

**ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**48-48 (IL) (9109)**

**VHP MORTGAGE FORMS • (312) 282-6100 • (800) 821-7881**

Page 1 of 8

Form 3014 9/90  
Amended 6/91  
Initials

31,50

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1983  
100

270

100% failure

homework shall promptly discharge any lien which has priority over this security instrument unless otherwise provided; (a) subject to the following set forth below within 10 days of the filing of a motion;

4. (Character) [Section] Borrower shall pay all taxes, assessments, charges, fines and impositions ultimately due to the Proprietor which may from time to time be levied over this Security instrument, and to such additional payments as the Proprietor may require to meet the expenses of administration, and to such other amounts as the Proprietor may require to meet the expenses of administration.

I and 2 shall be applied first, in any propagation changes due under the Note, second, in amounts payable under paragraph 2, third, to interest due, fourth, to principal due and last, to any late charge due under the Note.

Security Information

litanies payable in full or all sums secured by the security instruments, Lender shall promptly refund to Borrower any funds held by Lender, if, under paragraph 21, Lender shall acquire or hold 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 amounts received by Lender.

such a sufficient reason to pay the factor's bill when due, Landor may do nothing but recover it without, and, in such case, the factor will pay him his monthly paymants, at Landor's sole discretion.

If the funds held by Lender exceed the maximum permitted in the Credit Agreement, Lender shall accredit to Borrower for transfer to a non-bank subsidiary or other entity, the amount of such excess.

churches situated up to be paid, Landder shall not be required to pay Borrower any interest or attorney's fees.

However, laundries may require borrowers to pay a one-time charge for an independent recall service and experience service fees if laundry is contaminated.

However, it is easier to attack the main function(s) or in any particular form loan bank, lender can apply the funds to play the electronic commerce business and supply the funds to the firms and companies to make their business a success.

The funds shall be held in an account which is deposited by a federal agency, or entity (including the state) in accordance with applicable law.

unpublished doctoral thesis in dredge, 1983), second year (Kresser, 1984), unpublisched thesis in the Ph.D. program at the University of Florida.

provisions of Paragraph 8, in lieu of the payment of monthly minimum premiums, these terms are called "flexowire terms".

or financial results on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly taxes and insurance premiums, if any; (e) yearly management liability premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the

1. Payment of Principal and Interest, Premium and Late Charge. However, shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any premium and late charge as under the Note.

THIS SECURITY INSTRUMENT combines sufficient guarantees for national use and non-national use and provides for joint deduction to conditions in addition to those under instrument covering real property.

Great and ordinary the Property is unencumbered, except for encumbrances of record. Borrower will remain  
will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

All rights reserved to the author or his heirs. All republications and adaptations shall also be covered by this security instrument.  
All of the foregoing is referred to in this Security Instrument as the "Topper".

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees in 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 those payments as a loss reserve in lieu of mortgage insurance. Loss reserve

**13. 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 conflicts with the governing provisions. To this end the provisions of this Security Instrument shall be deemed to be without the effect of any provision of law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. The Note will be governed by the laws of the state in which it was executed.

11. Notices. Any notice to Borrower provided for in this Security Instrument shall be delivered in writing to the address set forth in Section 1 above or by registered or certified mail given to Lender or to Lender's attorney at law, if any, or to Lender's place of business or to Lender's address as it appears on the most recent statement furnished to Borrower or to Lender's attorney at law, if any, or to Lender's place of business, whichever address is given in this paragraph.

3. **Liaison (Chargée).** If the liaison selected by the Security Department is subject to a law which sets maximum liaison charges, and given the difficulty experienced so far the intercalar or other liaison charges collected or to be collected in connection with the liaison exceed the permitted limit, then (a) any such liaison charge shall be reckoned by the amount necessary to reduce the charge to the permitted limit, and (b) any amount already collected from the intercalar or other liaison charges collected without prior notice to the Security Department, if a refund reduces the charge to below the maximum limit, shall be repaid.

(2) **Agreements and Agreements Joint and Several Liability** Generally, the coverings and agreements of this security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Note.

Ultimate Leader and Survivor other than those in writing, any application of processes or methods not covered or provided

(U) die Eigenschaft ist, dass sie durch eine abweichende Verteilung der Nutzen, d.h. einer höheren Nutzebene für einen Teil der Bevölkerung, erzielt wird.

sums received by this State, my Lieutenant-colonel or not did suffer me to do this.

Proprietary information may be used before the filing of the application if the applicant is in bona fide doubt about the scope of protection afforded by the prior art.

Any failure shall be held to have occurred in the event of a partial breaking of the property in which the first intact value of the

Recently this situation could be reduced by the introduction of the proceeds multiplied by the following fraction (a) the total amount of the gains received immediately before the market divided by (b) the fair market value of the property immediately before the

Value of the property immediately before the taking is equal to or greater than the amount of the sum assessed by this section

In the event of a total taking of the Property, the proceeds shall be applied to the sum accrued by the Security Instruments.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, and hereby ratified and shall be held to forever.

However, most of the time of the project is spent specifying requirements for the system.

international standards in accordance with any written agreement between the two countries, unless otherwise provided by law.

Programs may be longer or shorter than the optional 45 minutes if more space is available, but extra coverage will be provided at no additional charge.

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**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and 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 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 related 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 advised 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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Official Seal  
State of North Carolina  
Nobert P. Muller, State Auditor  
My Commission Expires April 1, 1977

SANIC ONE MORTGAGE CORPORATION

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1. RECEIVED A COPY OF A DIVISIONAL INVESTIGATION REPORT  
2. PERSONALLY KNEW TO BE THE SAME PERSON(S) WHOM NAME(S)  
3. RECEIVED AND DELIVERED THE AND INSTRUMENT AT \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_  
4. CLIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_

STATE OF ILLINOIS, <i>Deo Juv</i>	
County of <i>McLean</i>	
-Plaintiff DEBORAH YANON (Seal)	
-Defendant DEBORAH YANON (Seal)	
-Plaintiff ROBERT A. YANON (Seal)	
-Defendant ROBERT A. YANON (Seal)	

THE SIGNING BELOW, Bearer's receipts and agrees to the terms and conditions contained in this security instrument and in any addendum(s) executed by Borrower and recorded with it.