Hollman Estates, Minole 60195 708.303.8200 • Fax 708.303.8249

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DEPT-B1 FECORDING	\$29.00	
T#1511 TRAN 0781 07/15/		
44794 # #-93-547319 COOK COUNTY RECORDER		

10894

(Space Above This Line For Recording Date)

JULY 2

C. KOZELL PREPARED BY:

MORTGAGE

THIS MORTGAGE ("" a Turkty Instrument") is given on MICHAEL N. BERGMAN AND JORDIS D. BERGMAN, HIS WIFE 15 93 . The mortgagor ("Borrower"). This Security Instrument is given to FIRST NATIONAL BANK OF NORTHBROOK , which is organized and existing nder the laws of THE UNITED STATES OF AMERICA , and whose a 1300 HEADON LANS, NORTHBROOK, ILLINOIS 60062 Surrower owes Lander the principal sulfor ONE HUNDRED FIFTEEN THOUSAND AND 00/100

). This debt is evidenced by Borrower's note ****115,000.00 Dollare (U. .. \$ dated the same date as this Security Instrument ('Mote'), which provides for monthly payments, with the full debt, if not , 2023 paid earlier, due and payable on AUGU(T) This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 sor gage, grant and convey to Lender the following described property COOK located in

LOT 7 IN BLOCK 4 IN NORTHBROOK WEST BEING A SUBDIVISION OF PART OF THE WEST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 17, TOWNSHIP 42 NORTH, TARGE 12 EAST OF THE THIRD No.

Office PRINCIPAL MERIDIAN, IN COOK COUNTY, LINOIS.

PERMANENT TAX ID. 04-17-109-014

1792 PRAIRIE AVENUE which has the address of [Street] 60062

NORTHBROOK ("Property Address");

[Elp Code]

TOGETHER WITH all the improvements now or hersafter erected on the property, and all essements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Tastrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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. Sorrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record-

THE SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by inriediction to constitute a uniform security instrument covering real property.

Form 3014

UNOFFICIAL COPY

UNIFORM COVENANTS. Borrower and Lunder covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES—sorrower shall promptly pay when due the grincipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a rum ("Punds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hasard or property insurance ptemiums; (d) yearly flood insurance premiums, if any; (s) yearly mortgage insurance premiums, if any; (e) yearly mortgage insurance premiums. These items are called "Racrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., 1601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the in accordance with applicable law.

The Funds shall be held in an inatitution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution), or in any Federal Some Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender have not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Bowever, Lender pay require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connectic; with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be prid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing an ever, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Junds, showing credits and debits to the Funds and the purpose for which each debit to the Funds made. The Funds are pledout; a additional security for all sums secured by this Security Instrument.

If the Funds held by Lender erce d 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 at any time is not sufficient to pay the Escrow It as when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to Fixe up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. APPLICATION OF PAYMENTS. Unless applicant, law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepareent charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; //d .ast, to any late charges due under the Note.

4. CHARGES; LIENS. Borrower shall pay all taxes, a sessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it is 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.

Borrower shall promptly discharge any lien which has priority over th's Jecurity Instrument unless Borrowers (A) agrees in writing to the payment of the obligation secured by the lien in a manner accessible to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreemal satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien on take one or more of the actions set forth above within 10 days of the giving of notice.

5. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the

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" ind any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the __unts 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 the der 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 tender and shall include a standard morrors 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 promiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the instruce carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrows: 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 abendons the Property, or does not snawer within 10 days a notice from Lender that the insurance carrier has offered to settle a disis, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restors the Property or to pay sums secured by this Security Instrument, whether or not than due. The 10-day period will begin when the notice is given.

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpose 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 LOAH APPLICATION; 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 Borrover'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 Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the Leader's security interest. action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfaiture of the Sorrower'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 statement 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 Sorrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all provisions of the lease, if Borrower acquires fee title to the Property, the leasehold and the fee title shell 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 conin this Security, Instrument, or there is a logal proceeding that may significantly affect Lender's rights in the Property (such as a receiding 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 Socurity Instrument, appearing in court, paying reasonable attirney's feem and entering on the Property to make repairs. Although Lender may take action under

this paragraph 7, Lender doe not have to do so.

Any amounts disbursed by Le.dir under this paragraph 7 shall become additional debt of Sorrower secured by this Security Instrument. Unless Borrower and lering agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shell be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. MORTGAGE INSURANCE. If larder required mortgage insurance as a condition of making the loan secured by this curity Instrument, Borrower shall way the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or crasses 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 mortgar, insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not evailable, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage injurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use an retain these payments as a loss reserve in lieu of mortgage insurance. Lose reserve payments may no longer be required, at the ortion of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires; provided by an insur- approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortg ge incurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable

9. INSPECTION. Lander or its agent may make reasonable entrie upon and inspections of the Property. Lender shall give rower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. CONDEMNATION. The proceeds of any award or claim for the inspection consequential, in connection with any

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

In the event of a total taking of the Property, the proceeds shall it 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 Borcover and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction; (a) the total amount of the sums secured immediately before the taking, divide. or (b) the fair market value of the groperty immediately before the taking. Any belance shall be paid to Borrower. In the most of a partial taking of the Property in which the fair market value of the Property immediately before the taking is I se than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing of unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether in not the sums are then

If the Property is shendoned by Borrower, or if, after notice by Lender to Borrower that the ...d innr offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the dat, the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortisation of the sums secured by this Security. Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the limbility of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand. Made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remady shall not be a waiver of or preclude the exercise of any right or remedy.

12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of peragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security the Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Surrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lander and any other Sorrover may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Porrower's Consent.

- 13. LOAN CHARGES, If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Mote or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Mote.
- 14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by sailing it by first class sail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class sail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Mote are declared to be severable.
 - 16. BORROWER'S FOFY. Borrower shall be given one conformed copy of the Bote and of this Security Instrument.
- 17. TRANSFER OF The PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or cransferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Levie 's prior written consent, Lender may, at its option, require immediate payment in full of all muma 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 the 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 fills 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 distort used 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) curse any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney a 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 uncharged. Upon reinstatement by Borrower, this Security Instrument and the obligations ascured hereby shall remain fully effective as '... o 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 of partial interest in the Mote (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 paymente 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, someoner will be given written notice of the change in accordance with paras and 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. Forrower 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 sentence, call not apply to the presence, use, or storage on the Property of small quantities of Bazardous 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, demaid, Lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Sulvance 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, horrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 29, "Hazardous Substances" are those substances defined as toxic or n/2-1008 substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleur p oducts, toxic petricides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive ratirials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property . located that relate to health, safety or environmental protection.

MON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree se 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 10 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 nonexistence 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, measonable attorneys' fees and costs of title evidence.

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Property of Cook County Clerk's Office

The same of the sa

UNOFFICIAL COPY

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22. RELEASE. Upon payment of all transcribers without charge to Sorrower. Borrow	sums secured by this Security Instrument, wer shall pay any recordation costs.	Lender shall release this Security
23. WAIVER OF HOMESTEAD. BOTTOWER	waives all right of homestead exemption in t	he Property.
24. RIDERS TO THIS SECURITY INSTRUMER this Security Instrument, the covenants and as supplement the covenants and agreements of thi	VT. If one or more riders are executed by greements of each such rider shall be incorp is Security Instrument as if the rider(s) wer	orated into and shall amend and
{Check applicable box(ee)}.		
[] Adjustable Rate Rider	[] Condominium Rider	[] 1 - 4 Family Rider
[] Graduated Payment Rider	[] Fignned Unit Development Rider	[] Biweekly Payment Rider
{ } Selloon Rider	[] Rate Improvement Rider	[] Second Nome Rider
[] Other(m) (specify)		
BY SIGNING BALOW, Sortower accepts and any rider(s) executed by Conjurer and recorded Bitnessee:	egrace to the terms and covenants contained with it.	in this Security Instrument and in
	MICHAEL W. BERGMAN Social Security Number	331-28-6382
	JORDIS D. BERGHAN	(Seal) Borrover
	Bocial Security Humber	322-32-1355
		(Seal)
	40	(5eal)
, ,	Space Below This Line for Acknowledgment)	Boriover

MAIL TO:

Proposed by:

APX MORTGAGE SERVICES, INC. 415 CREEKSIDE DRIVE PALATINE, ILLINOIS 60067

STATE OF ILLEROIS 83: COUNTY OF 1 10 K

Witness my hand and official seet this

My Commission Expires:

(Soal)

THIS INSTRUMENT WAS PREPARED BY: CY KOZELL

MOFFICIAL SEALS DONNA M. PACCHINI Notary Public, State of Illino's My Colom ssion Expires 5/2/94