

PREPARED BY:  
D. BRADLEY SPRINGER  
DOWNERS GROVE, ILL. 60515

UNOFFICIAL COPY 1842080  
BOX 392

93730059

RECORD AND RETURN TO:

EDGE MARK BANK LOMBARD dba EDGE MARK MORTGAGE CORPORATION  
3051 OAK GROVE  
DOWNERS GROVE, ILLINOIS 60515

(Space Above This Line For Recording Date)

MORTGAGE

DEPT-01 RECORDING \$29.00  
790000 TRAN 3865 09/13/93 15:22:00  
\$1591 # \*\*73-730059  
COOK COUNTY RECORDER

3853225

93730059

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 3  
ROBERT M. KAPLAN  
AND SHANNON P. KAPLAN, HUSBAND AND WIFE

DEPT-01 RECORDING \$29.00  
790000 TRAN 3865 09/13/93 15:22:00  
\$1591 # \*\*73-730059  
COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to  
EDGE MARK BANK LOMBARD dba EDGE MARK MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose  
address is 3051 OAK GROVE  
DOWNERS GROVE, ILLINOIS 60515 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED TWENTY THOUSAND AND 00/100 Dollars (U.S. \$ 120,000.00 ),

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 OCTOBER 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 of  
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 12, BLOCK 171, IN THE HIGHLANDS AT HOFFMAN ESTATES XIV BEING A  
SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 9, AND PART OF  
THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 41 NORTH, RANGE  
10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN SCHAUMBURG TOWNSHIP, COOK  
COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED FEBRUARY 2, 1962 AS  
DOCUMENT NUMBER 18391665 IN THE OFFICE OF THE COUNTY RECORDER OF COOK  
COUNTY, ILLINOIS.

07-10-103-012-0000

which has the address of 1670 NORTH NEWPORT ROAD, HOFFMAN ESTATES (Street, City),  
Illinois 60195 (Zip Code) ("Property Address");

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP MORTGAGE FORMS - (313)293-8100 - (800)821-7391

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DPS 1089  
Form 3014 9/90  
Initials: [Signature]

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Property Clerk's Office

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

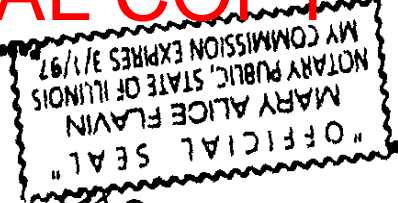
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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DPS 1084



*Mary Alice Flavin*  
Notary Public  
1993

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 3rd day of [Month] My Commission Expires [Date]

ROBERT M. KAPLAN AND SHANNON P. KAPLAN, HUSBAND AND WIFE  
county and state do hereby certify that

THE UNDERSIGNED

County as:

*Cook - DuPage*

STATE OF ILLINOIS,

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

SHANNON P. KAPLAN

*Shannon P. Kaplan*

Witness

Borrower

(Seal)

ROBERT M. KAPLAN

*Robert M. Kaplan*

Witness

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

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Others (specify)
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

(Check applicable boxes)

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

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Property of Cook County Clerk's Office