

# UNOFFICIAL COPY

Banc One Mortgage Corporation  
9399 W. Higgins Road, 4th Floor  
Rosemont, IL 60018-4940

Attn: Doc Closers

93803781

[Space Above This Line For Recording Data]

## MORTGAGE

DEPT-01 RECORDING	\$33.50
T01311 TRAM 2619 10/07/93 10:45:00	
#4936 # 22-93-803781	
COOK COUNTY RECORDER	

THIS MORTGAGE ("Security Instrument") is given on

September 22, 1993

The mortgagor is

SARI ZIMBLER SMITH, MARRIED TO RICHARD WAYNE SMITH

("Borrower"). This Security Instrument is given to BANK ONE MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF DELAWARE  
address is BANK ONE CENTER/TOWER, 111 Monument Circle

INDIANAPOLIS, INDIANA 46277-0010 ("Lender"). Borrower owes Lender the principal sum of  
One Hundred Thirty-Two Thousand and No/100 -----

Dollars (U.S. \$ 132,000.00 ).

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, 1998. 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:

SEE LEGAL DESCRIPTION ATTACHED: P.I.N. 10 09 312 042.

33 50

which has the address of: 8633 LARAMIE  
Illinois 60077

SKOKIE

[Street, City],

("Property Address"):

[Zip Code]

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

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VRM-GR(IL) (9105)

VFM MORTGAGE FORMS • (313)203-8100 • (800)521-7291

Form 3014 9/90  
Amended 5/91

Initials: S35

186308089  
33 50

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Bostrower shall promptly disclose any fact which has priority over this Security instrument unless otherwise provided.

4. Charges: Lekes. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to or after this Security Instrument, and reasonable payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them directly to the person owed payment. Borrower shall pay all amounts due under this paragraph, if it cannot be collected from the debtor.

1 and 2 shall be applied; and, in any prepayment charges due under the Note, to amounts payable under paragraph 2;

**3. Applicability of Payment Law** Unless applicable law provides otherwise, all payments received by I under payment

Upon payment in full of all sums accrued by this Security instrument, at Lender's discretion, all amounts payable hereunder, as Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the amounts necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months following the date necessary to pay the deficiency.

equities market in the period, Lazard's shall not be required to do so. At the time of the Fund's formation, Lazard will have no right to require the Fund to make any payment to it or to any other party.

These funds shall be held in an account at some depository bank or trust company, until payment, or only (including interest) if demand is made by a depositor who has been given notice of such payment.

achieve success in accordance with applicable law.

principles of sound inference can be derived from the logic and may prepare mental and logical categories due under the Name.

Applications of jute in agriculture & construction in detail in English

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited application by individual security instruments as necessary.

**BOARDWELL GOVERNMENTS ARE BORN WHEN IS WANT**) based in the same category, converged with this due high to many people.

All of the foregoing is referred to in this Security Instrument as the "Property".

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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 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

is not a part of the note.

Form 3014 9/90  
Initials: SJS  
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Initials: 335

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VW-DR(1L) (0108)

be achievable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State of New York. To the extent that any provision of this Security Instrument conflicts with any provision of law, such provision shall be deemed superseded by the applicable law.

Instructions shall be detailed for any other address by notice to Bottowser or Leander designdates by notice to Bottowser. Any notice provided for in this Securitry address shall be deemed given to Bottowser or Leander when given as provided in this Paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it under the notice.

«[www.infodec.ru](#)» открыта для инвесторов и партнеров для обсуждения возможных вариантов взаимодействия.

**13. Loan Charge.** 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 intent of or other loan charges collected or to be collected in connection with the loan under this instrument, the lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the borrower. Borrower is a natural person who will be liable for repayment of the principal, interest, and any other charges or expenses under this instrument.

make any accommodations which regard to the terms of this Security Instrument or the Notes and/or the Deed of Trust Borrower & Cunneel  
shall be made by the Securitization, and (c) agrees that Securitization and its successors and assigns shall have the right to take such action as  
is necessary to collect the principal amount of the Note and interest thereon.

12. **Accessories and Aspects**: found: joint and several liability, c-sphere. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of creditor and Borrower, subject to the provisions of this paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable jointly and severally to pay all sums due under this Security instrument in the terms of this Note; (a) is co-signing this Security instrument only to insure safe, honest and timely delivery of instruments and documents held by his Security instrument; and (c) agrees that Creditor and any other Borrower may sue him or his wife or his Security instrument in the proper County of residence; (b) is not personally obligated to pay the sums Borrower's interest in the Property under the terms of this Security instrument; (d) is not personally liable to Creditor or his wife or his Security instrument for any deficiency judgment.

11. Borrower Not Responsible; Foreclosure Not a Waiver. Extension of the time for payment or modification of amortization of the sums accrued by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to repossess any instrument or property held by Lender as a waiver of or preclude the exercise of any right or remedy.

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

If the Proprietary is substituted by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the sums accrued by this Security Instrument whether or not due.

Property immediately before the taking is less than the amount of the sums accrued immediately before the taking, unless Barrower and Lender agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums accrued by this section, unless otherwise provided for in the documents.

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

9. Inspection. Lemder or his agent may make reasonable excursions upon and inspect any premises or property, under notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Any amendment may no longer be ratified, all the option of Leander, if moratorium becomes effective (in the amount and for the period that Leander receives) provided by Law under Article 11 of the Constitution of Brazil.

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**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note 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 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 exercisable by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. (WU1v. 6181.c 21111 01 111101?)

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 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 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 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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## Legal Description

That part of the Southwest 1/4 of Section 9, Township 41 North, Range 13, East of the Third Principal Meridian described as follows:

Beginning at a point on the East line thereof which is 313.92 feet North of the Southeast corner of said Southwest 1/4 of Section 9, as measured along the East line thereof (said East line having an assumed bearing of due North for this description); thence South 90 degrees, 00 minutes 00 seconds West 20.09 feet; thence South 80 degrees, 51 minutes 06 seconds West 43.71 feet; thence North 09 degrees, 08 minutes, 52 seconds West 6.87 feet; thence North 80 degrees, 51 minutes, 08 seconds East 9.17 feet; thence North 09 degrees, 08 minutes, 52 seconds West 18.13 feet; thence North 80 degrees, 51 minutes 08 seconds East 38.54 feet; thence North 90 degrees, 00 minutes 00 seconds East 20.12 feet tot he East line of the Southwest 1/4 of Section 9 aforesaid; thence South 00 degrees, 00 minutes, 00 seconds West along said last described East line 25.32 feet to the place of beginning, in Cook County, Illinois.

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Property of Cook County Clerk's Office