

PREPARED BY:
DIANE MRAKITSCH
WHEELING, IL 60090

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9/16/12(189)

RECORD AND RETURN TO:

BANK OF HOMewood
2034 RIDGE ROAD
HOMewood, ILLINOIS 60430

DEPT-11 RECORD TOR \$31.50
T-2222 IRAN-8305 10/18/93 14:25:00
DAVIS, J. *** 93-832089
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 22, 1993**. The mortgagor is **RICHARD B. WASSERMAN** and **IRENE S. WASSERMAN, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **BANK OF HOMewood**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **2034 RIDGE ROAD
HOMewood, ILLINOIS 60430** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED THOUSAND AND 00/100** Dollars (U.S. \$ 100,000.00).

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 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**:

THE SOUTH 40 FEET OF LOT 6, AND LOT 7 (EXCEPT THE SOUTH 20 FEET THEREOF) IN BLOCK 1 IN TIPTON GREEN, A SUBDIVISION OF THE EAST 660.5 FEET OF THE WEST 1321 FEET OF THE NORTH 515.6 FEET OF THE SOUTH 530.6 FEET OF THAT PART OF THE NORTHWEST 1/4 LYING WEST OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 15 FEET), IN COOK COUNTY, ILLINOIS.

29-31-121-021

which has the address of **17856 TIPTON AVENUE, HOMewood**, Illinois **60430** ("Property Address");

Zip Code

93832089 Street, City,

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

VMA-6R(L) (a)(1)

VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7291

Page 1 of 0

DPB 1088

Form 3014 9/90

Initials:

3150 *Hew*

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Digitized by srujanika@gmail.com

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Form 3014 9/88
DPS 1080

Borrower shall promptly disclose any item which has priority over this Security Instrument unless Borrower: (a) fails to pay to the payee of the instrument or (b) fails to pay to the holder of the instrument any amount payable to the Lender.

4. **Charges:** Lenses, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may accrue over this Security Instrument, and leaseshold payments or 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 on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of imposts to be paid under this paragraph.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lemere under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Twelve monthly payments, in 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 amount required by
this Security Instrument.

If the Funds held by Lender exceed 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 in any time is not sufficient to pay the Escrow items when due, Lender may do so freely. Borrower shall make up the deficiency in no more than shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurmountability, or (including Lender, if Lender is sue), an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender may not charge Escrow for holding and applying the Funds, annually unitizing the escrow account, or Verifying the Escrow items, unless Lender, pay. Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Escrow to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law prohibits Lender from doing so.

Applicable law requires Lender to pay Borrower any interest or amounts due on the Funds under this Note, plus Borrower's reasonable attorney fees and costs of collection, if Lender sues to collect the Funds. Lender may sue to collect the Funds without giving notice to Borrower, however, Lender shall be paid on the Funds. Lender shall give to Borrower, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall deduct from the Funds an annual accounting of the Funds, showing credits and debits to the Funds and the purposes for which each without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purposes for which each to the Funds security for all sums secured by this Security Instrument.

1. Payment of Principal and Interest; Prepayment 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.

UNIFORM COVENANTS. Borrower and Lender govern him and agree as follows:

THIS SECURITY INSURANCE COMPANY AGREES TO DEFEND AND PAY THE DUES AND EXPENSES OF THE POLICE DEPARTMENT IN THE EXERCISE OF ITS DUTIES.

TO GET FURTHER WITH IN THE IMPROVEMENTS NOW OR HEREATERTER EXPECTED ON THE PROPERTY, AND IN CONSEQUENCE, WITH FIXTURES NOW OR HERAFTER A PART OF THE PROPERTY. ALL REPLACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY AGREEMENT. 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.

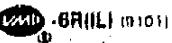
7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation 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

DPB 1001

Form 3014 8/99



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Form 301A
DPS 1082

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OMB -GRL(1) 191011

16. Borrower's Copy. Borrower shall be given one confirmed copy of this Note and of this Security Instrument.

To be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared conflictive with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note is declared unconstitutional by an insurer or any other authority, the Note and the law of the State in which the Property is located, shall be governed by federal law and the law of the State in which the Note can be

TS. Covering Law; Severability. This Security Instrument shall be governed by federal law and the law of the State in which the Property is located. In the event that any other address under designation by notice to Borrower, Any notice provided for in this Section is addressed to any other address unless otherwise law requires use of another method. The notice shall be given by first class mail to the first class mail unless applicable law requires use of another method. The notice shall be given by email to the first class mail unless otherwise addressed.

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

prepayment charge under the Note.

15. Payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial payment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct to the permitted limits; and (b) any sum already collected from Borrower which exceeded payment necessary to reduce the charge to the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

16. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or the Note without this Borrower's consent. Secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or forgive under the terms of this Security Instrument (b) is not personally obligated to pay the sums Borrower's interest in the Property under the Note; (a) is co-signing this Security Instrument only to motivate, grant and convey that instrument but does not execute the Note; and (c) co-signs this Security instrument only to make an assignment of the sums secured by this Security Instrument to Lender in the event of default. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's documents and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

17. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this

Security instrument shall be binding and enforceable in writing, any application of proceeds to principal shall not exceed the exercise of my right or remedy. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the successors in interest. Any forbearance by Lender in exercising any right of remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument by Lender in the event of any demand made by the original Borrower or Borrower's commiance proceedings against any successor in the event of refusal to extend time for payment or otherwise modify amortization of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be required to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

18. Borrower Not Released; Right-of-Sale. Extension of the time for payment or modification of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security instrument, whether or not then due. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an

award to settle a claim, the note shall be reduced by the amount of the proceeds multiplied by (b) the fair market value of the Security instrument before the taking, divided by (a) the total market value of the Security instrument before the taking, unless Lender authorizes otherwise in writing or unless applicable law otherwise provides, the proceeds shall

be applied to the sums secured by this Security Instrument whether or not the sums are then due, if the Property is immediately before the taking, unless Lender authorizes otherwise in writing or unless applicable law otherwise provides, the proceeds shall

market value of the Security instrument before the taking, unless Lender authorizes otherwise in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Security instrument before the taking, unless Lender authorizes otherwise in writing or unless applicable law otherwise provides, the proceeds shall

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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 for if a beneficial interest in Borrower is sold off-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.

v) 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 ensure 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.

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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 1094

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Notary Public

My Commission Expires:

Given under my hand and official seal, this 20 day of July, 1994,
free and voluntary act, for the uses and purposes herein set forth,
we this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before

RICHARD B. MASSERMAN AND IRENE S. MASSERMAN, HUSBAND AND WIFE

a Notary Public in and for said

County ss:

STATE OF ILLINOIS, COOK

690203

Borrower

(Seal)

Borrower