

PREPARED BY:
MIKE TEPPEN
ARLINGTON HEIGHTS, IL 60004

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8900 6000 3000
882 1980

93838484

RECORD AND RETURN TO:

PRESIDENTIAL MORTGAGE COMPANY
3285 N. ARLINGTON HEIGHTS RD. - STE. 204
ARLINGTON HEIGHTS, ILLINOIS 60004

[Space Above This Line For Recording Data]

MORTGAGE

DEPT-01 RECORDING OR FILE PRICE \$31.00

3401031

T400000 TRAM 4479 10/19/93 15:05:00

\$60601 34-93-83838484

COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 13, 1993. The mortgagor is JOSEPH B. GOLDSTEIN AND MADELON J. GOLDSTEIN, HUSBAND AND WIFE

PRESIDENTIAL MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 3285 N. ARLINGTON HEIGHTS RD. - STE 204 ARLINGTON HEIGHTS, ILLINOIS 60004 ONE HUNDRED FIFTEEN THOUSAND AND 00/100

Dollars (U.S. \$ 115,000.00). 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 NOVEMBER 1, 2008. 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:
LOT 46, IN WOODLANDS SUBDIVISION THE SOUTH 663.51 FEET OF THE NORTH 1191.51 FEET, OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 50 FEET THEREOF ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 23, 1978 AS DOCUMENT NUMBER 24 374 110 ALL IN COOK COUNTY, ILLINOIS.

04-08-213-002

which has the address of 2903 CRAETREE LANE, NORTHBROOK, Illinois 60062 Street, City
(Property Address); Zip Code

ILLINOIS-Single Family-Fannie Mae(Freddie Mac)UNIFORM INSTRUMENT
6-9111 VMP MORTGAGE FORMS - 13-31293-4300 - 7000621-7201

EXISTS WITHIN THE STATE OF ILLINOIS
10/13/93 4:33 PM EST FORM 3014 9/90

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Form 3014 9/90
DPS 1080

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ERILL 10111

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien or take the lien to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the security instrument. If Lender's agreement under this part of the Property is subject to a lien which may attach prior to or before all other rights or interests arising out of the lien, Lender shall promptly pay the Lender's opinion in good faith the amount written by or to the Lender to the extent of the payment received by the Lender in a manner acceptable to Lender; (b) consents in writing to the payment of the obligation secured by the lien unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien.

4. Charges, Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property, to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in Paragraph 2, (a) if novated in full manner, Borrower shall pay them on time directly which may retain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property, to the Lender, to the extent of the payment received by the Lender in a manner acceptable to Lender; (b) consents in writing to the payment of the obligation secured by the lien unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to any payment due under the Note; second, to amounts payable under Paragraph 2;

of the Property, shall apply any funds held by Lender at the time of acquisition or sale; ; credit against the sum secured by Funds held by Lender. If, under Paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale twelve monthly payments, at 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 any debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future events a lesser amount, if so, Lender may not charge Borrower interest on the Funds and applicable law permits Lender to make such varying the Escrow items, unless Lender says Borrower interest on the Funds and applying the escrow account, or Escrow items. Lender, if Lender is such as a trust or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the including Lender, if Lender is such as an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Funds shall be held in escrow accounts, unless deposited by a federal agency, instrumentality, or entity.

Escrow items or otherwise in accordance with applicable law. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future events a lesser amount, if so, Lender may not to exceed the lesser amount, less a lesser amount for the time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds 1974 as amended for the time, may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of related mortgage loan, Lender may collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." If any, (e) yearly mortgage insurance premiums, (f) any sums payable by Borrower to Lender, in accordance with gross rents of the Property, if any, (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attach prior to the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes Lender on the day monthly payments are due under the Note, until the Note is paid in full or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law 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.

1. Payment of Principal and Interest, Preparation 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 covenant and agree as follows:

THIS SECURITY INSTRUMENT contains uniform covenants for ratable use and non-uniform covenants with limited validity by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower willfully severed of the estate hereby conveys to the Property, and will defend generally the title to the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, All replacement and additions, appurteñances, and fixtures now or hereafter a part of the property. All replacement and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

5. Hazard or Property Insurance. Borrower will 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

DPS 1001

Form 3014 9/90

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Form 3014 9/90
DPS 1002

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

15. Governing Law: 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 provision of this Security instrument or the Note are declared to be contrary to the provisions of this Security instrument, such conflict shall not affect other provisions of this Security instrument or the Note.

16. Notice: Any notice under this Security instrument shall be given as provided in this paragraph. Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this paragraph or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the first class mail office nearest Borrower's use of mailbox marked to the Property Address or by other means available to have been given to Lender or Borrower when given as provided in this paragraph.

17. Notices: Any notice to Borrower provided for in this Security instrument shall be given by mailing it or by mailing prepayment charge under the Note.

18. Payment to Borrower: If a refund reduces principal, the reduction will be treated as a partial payment without any fee permitted to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note by making a direct loan exceeded limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceed principal paid will be refunded to Lender.

19. Payment of Interest: If the interest or other loan charges collected do, to be collected in connection with the and that law is finally interpreted so that the interest or other loan charges collected to a level which exceeds maximum loan charges,

20. Loan Charges: If the loan secured by this Security instrument is subject to a level which exceeds maximum accommodations with regard to the terms of this Security instrument, the Note without the Borrower's consent,

21. Security Interest: and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or terminate or pay the sums secured by this Security instrument; and (d) is not personally obligated to pay mortgage, grant and convey that

22. Successors and Assigns Bound: Joint and Several Liability: Co-signers: The co-signers and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

23. Remedies in Interest: Any holder in interest in exceeding any right or remedy under the Note without the successors in interest. The Note is co-signing this Security instrument under the terms of any other note or otherwise made by Lender.

24. Commencement of Proceedings: Lender in its Securitry instrument in interest or trustee to extend time for payment modify amortization not operate to release the liability of the original Debtor or Borrower's successors in interest. Lender shall not be required to

25. Borrower Not Released: For Breach by Lender Note of a Waiver: Extension of the time for payment or modification 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, unless referred to in paragraphs 1 and 2 or change the amount of such payments.

26. 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.

27. If the Property is damaged, Borrower fails to respond to Lender within 30 days after the date the notice is given, award of settle a claim for damages, Borrower to Lender to restore or repair of the property or to the sums Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sums

28. Insurance: Unless Borrower and Lender otherwise agree in writing of unless applicable law otherwise provides shall be applied to the sum secured by this Security instrument whether or not the sums are then due.

29. Market Value of the Property immediately before the taking is less than the amount of the sums secured immediately before the fair before the taking, Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately

30. Security instrument shall be reduced by the proceeds multiplied by the following fraction: (a) the total market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be paid to Lender.

31. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or other taking of any part of the Property, or for conveyance in lieu of condominium, are hereby assigned and 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 shall be paid to Lender.

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

33. Inspection: Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

34. Insurance: ends in accordance with any written agreement between Borrower and Lender or applicable law, the premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by a agent becomes available and is obtained. Borrower shall pay premiums in accordance with any written agreement between Borrower and Lender or applicable law.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law at the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereon 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.

