

PREPARED BY:  
LISA ARCANGELETTI  
CHICAGO, IL 60656

**UNOFFICIAL COPY**

CNBMC  
BOX 054

RECORD AND RETURN TO:

COLUMBIA NATIONAL BANK OF CHICAGO  
5231 NORTH HARLEM AVENUE  
CHICAGO, ILLINOIS 60656

939369-11

(Space Available For Recording Date)

**MORTGAGE**

361232

DEPT-01 RECORDING \$31.00  
100000 TRAN 4982 11/17/93 11:56:00  
#5569 \* -93-936941  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") given on NOVEMBER 9, 1993 The mortgagor is  
JOEL FEIGER  
AND RANDI FEIGER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
COLUMBIA NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of UNITED STATES OF AMERICA and whose  
address is 5231 NORTH HARLEM AVENUE  
CHICAGO, ILLINOIS 60656  
ONE HUNDRED FIFTY ONE THOUSAND AND 00/100  
("Lender"). Borrower owes Lender the principal sum of  
Dollars (U.S. \$ 151,000.00 ).

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 not paid earlier, due and payable on DECEMBER 1, 2023  
This Security Instrument secures to Lender: (a) the payment 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 147 IN SECTION 3 OF WESTVIEW UNITS 3 AND 5, BEING A SUBDIVISION IN  
SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

04-07-410-017

which has the address of 3822 EASTWIND COURT, NORTHBROOK  
Illinois 60062 Zip Code ("Property Address");

Street, City

Handwritten initials and signatures, including "RF" and "3/10".

Vertical handwritten text: S1376286 Re 1072

Vertical handwritten text: Lender records

Watermark: Property of Cook County Clerk's Office

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Form 3014 9/90  
DPS 1090

more of the actions set forth above within 10 days of the giving of notice.

this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in Lender makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

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

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 to a credit against the sums secured by this Security Instrument.

twelve monthly payments, at Lender's sole discretion. shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entry 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 expenditures of future

sets a lesser amount. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

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, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

Lender on the day monthly payments are due under the Note, until the Note is paid in full. ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 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; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage. Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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5. Hazard or Property Insurance. Borrower shall maintain the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including floods or flooding, for which Lender requires insurance that Lender requires. The insurance carrier provided which shall not be unreasonably withheld. If Borrower, at option, obtain coverage to protect Lender's rights in

All insurance policies and renewals shall be held by Lender and shall have the right to hold the policies and renewals paid premiums and renewal notices. In the event of loss, Lender may make proof of loss if not made promptly.

Unless Lender and Borrower otherwise agree, if the restoration or repair is economically feasible or Lender's security is not lessened, the insurance proceeds, whether or not due, shall be applied to the Property, or does not answer within 30 days a notice from Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree, if the restoration or repair is economically feasible or Lender's security is not lessened, the insurance proceeds, whether or not due, shall be applied to the Property, or does not answer within 30 days a notice from Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums due. The 30-day period will begin when the notice is given.

6. Occupancy, Preservation, Maintenance and Repair. Borrower shall occupy, establish and maintain 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 any act of neglect or commission any action or proceeding, whether civil or criminal, which results in the loss of the Property or otherwise materially impairs the value of the Property. Borrower shall be in default if any forfeiture or proceeding, whether civil or criminal, is instituted against the Property or otherwise materially impairs the value of the Property. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that the lien created by this Security Instrument or Lender's security interest is not materially impaired or Lender's security interest is not materially impaired. Borrower shall also be in default if Borrower, during the loan application process, gives to Lender any material information which is 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. If there is a legal proceeding in bankruptcy, probate, or condemnation proceeding in which the value of the Property is affected, Lender may 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 this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering a lien upon 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 otherwise in writing, 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 requires 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 ceases to be in effect, Borrower shall pay the premiums required to maintain 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 an alternate mortgage insurer is not available, Borrower shall pay to Lender each month a sum equal to the amount 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

will be applied to the improvements now existing or hereafter erected on the Property. The term "extended coverage" and any other hazards, including fire, shall be maintained in the amounts and for the periods of time specified in the policy. The insurance carrier shall be chosen by Borrower subject to Lender's approval to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property.

All insurance policies and renewals shall be held by Lender and shall have the right to hold the policies and renewals paid premiums and renewal notices. In the event of loss, Lender may make proof of loss if not made promptly.

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Form 3014 9/90  
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16. Borrower's Copy, Borrower shall be given one combined copy of the Note and of this Security Instrument.

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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail 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 mail to Lender's address stated herein or any other address Lender designates by notice to Borrower or Lender when given as provided in this paragraph. Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 exceed the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note 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 Note.

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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Borrower Not Released; Future Advance By Lender Not 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 not operate to release the liability 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 remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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 shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be 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 Borrower 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, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree 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.

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

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

Two Sixty One

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 the Property 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 if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower written notice of acceleration not less than 30 days from the date the notice is delivered to Borrower. If Borrower fails to pay these sums within the period specified in the notice, Lender may, at its option, exercise any remedies permitted by this Security Instrument without further notice of acceleration.

18. Borrower's Right to Reinstate. If Borrower cures any default of any other covenants or agreements included in this Security Instrument, Lender's obligations secured hereby shall remain fully effective and enforceable. If Borrower cures any default of any other covenants or agreements included in this Security Instrument, Lender's obligations secured hereby shall remain fully effective and enforceable. If Borrower cures any default of any other covenants or agreements included in this Security Instrument, Lender's obligations secured hereby shall remain fully effective and enforceable.

19. Sale of Note; Change of Loan Service. The Note (together with this Security Instrument) may be sold one or more times without notice to Borrower. The Loan Servicer (as defined in the Note) may be changed from time to time without notice to Borrower. The Loan Servicer shall be the entity that collects monthly payments on the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer. Borrower will be notified in writing of the change in accordance with the terms of the Note 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 store, use, dispose, or release any hazardous substances on or in the Property. Borrower shall not permit anyone else to do anything affecting the preceding two sentences shall not apply to the presence, use, or disposal 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 of which Borrower has actual knowledge. If Borrower is notified by any governmental or regulatory authority, that affecting the Property is necessary, Borrower shall promptly take any necessary remedial actions in accordance with applicable law.

As used in this paragraph 20, "hazardous substances" means those substances defined as toxic or hazardous substances by applicable law and the following substances: kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, material asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means any law, ordinance, regulation and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower agrees to the following non-uniform covenants:

21. Acceleration; Remedies. Lender shall give Borrower written notice of any covenant or agreement in this Security Instrument if it is in violation 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 date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (b) that failure to cure the default on or before the date specified in the notice, Lender may, at its option, exercise any remedies permitted by this Security Instrument, foreclosure proceedings, and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower. Lender shall be entitled to collect all sums due to Lender under this Security Instrument, including, but not limited to, reasonable attorney's 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 all costs of release.

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

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 the Property 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 if exercise is prohibited by federal law as of the date of this Security Instrument.

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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 of which Borrower has actual knowledge. If Borrower is notified by any governmental or regulatory authority, that affecting the Property is necessary, Borrower shall promptly take any necessary remedial actions in accordance with applicable law.

As used in this paragraph 20, "hazardous substances" means those substances defined as toxic or hazardous substances by applicable law and the following substances: kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, material asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means any law, ordinance, regulation and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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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 all costs of release.

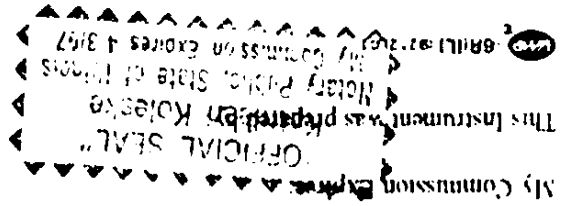
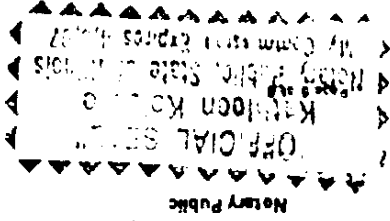
23. Waiver of Homestead. Borrower waives a homestead exemption in the Property.

Handwritten initials and signature

Vertical stamp or text on the right margin

# UNOFFICIAL COPY

Form 3014 9/90  
01/15/1994



My Commission Expires \_\_\_\_\_  
 This Instrument was prepared by Kathleen Koehn, Notary Public, State of Illinois, Commission Expires 11/27/97.  
 Given under my hand and official seal, this \_\_\_\_\_ day of NOVEMBER 1993  
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) \_\_\_\_\_  
 signed and delivered the said instrument as \_\_\_\_\_ THEIR free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, COOK County ss:  
 I, \_\_\_\_\_ a Notary Public in and for said county and state do hereby certify that JOEL FEIGER AND RANDI FEIGER, HUSBAND AND WIFE

\_\_\_\_\_  
 (Seal) Borrower

\_\_\_\_\_  
 (Seal) Borrower

\_\_\_\_\_  
 (Seal) Borrower

Witnesses:  
 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.

- (Check applicable boxes)
- Adjustable Rate Rider
  - Graduated Payment Rider
  - Balloon Rider
  - V.A. Rider
  - Condominium Rider
  - Planned Unit Development Rider
  - Rate Improvement Rider
  - Other(s) [specify]
  - 1-4 Family Rider
  - Biweekly Payment Rider
  - Second Home Rider

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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