

PREPARED BY:
AMERICAN FRONTIERS MORTGAGE
ROLLING MEADOWS, IL 60008

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RECORD AND RETURN TO:

93022576

AMERICAN FRONTIERS MORTGAGE CORPORATION
2550 WEST GOLF ROAD
ROLLING MEADOWS, ILLINOIS 60008

DEPT-01 RECORDING \$31.50
7W1111 THAN 7744 01/11/93 09:55:00
40346 # 4493-022576
MORTGAGE RECORDING

(Space Above This Line For Recording Data)

MORTGAGE

003650471

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 29, 1992
BY GERALD P. GREENWALD
AND PATRICIA J. GREENWALD, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
AMERICAN FRONTIERS MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 2550 WEST GOLF ROAD
ROLLING MEADOWS, ILLINOIS 60008

("Lender"), Borrower owes Lender the principal sum of
EIGHTY THOUSAND
AND 00/100

Dollars (U.S. \$ 80,000.00).

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 FEBRUARY 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

County, Illinois:

LOT 271 IN TIMBERCREST WOODS UNIT 5, A SUBDIVISION IN THE SOUTHEAST
1/4 OF SECTION 21, AND THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP
41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1967 AS DOCUMENT 20329340
AND LR 2360643, IN COOK COUNTY, ILLINOIS.

PIN 07-22-306-034

which has the address of 313 BITTERSWEET COURT, SCHAUMBURG
Illinois 60193

Street, City ,

Zip Code

DPS 1089

Form 3084 9/90

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 8

VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7283

1-800-621-7283

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DPS 1090
Form 3014 QAD

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WMD-6R(UL) 19191

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 in a manner acceptable to Lender; (b) consents in good faith to the delegation of the obligation secured by the lien to a minor acceptable to Lender; or (c) agrees to pay all amounts due under this Security instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or more of the actions set forth above within 10 days of the giving of notice.

4. (Chargers); Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions distributable to the Property which may claim priority over this Security Instrument, and leasehold 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 on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 prepayment charges due under the Note; second, to any amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

of the property, shall apply any funds held by Lender at the time of acquisition of such as a credit against the sum secured by this Security Instrument.

wherever necessary, payable in twelve or some other ascertainable sum at the time of maturity.

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 at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months thereafter unless otherwise agreed by Lender.

Estroyal terms or otherwise in accordance with applicable law.

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 & INSURANCE INSTITUTION combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage and convey the Property as hereinabove set forth.

SECRET SECTION. WITHIN THE AIR FORCE ORGANIZATION, NO SECRETARY OF DEFENSE, NO SECRETARY OF THE ARMY, AND NO SECRETARY OF THE NAVY, SHALL BE COVERED BY THIS SECRET INSTRUMENT.

T/4059600

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D10 C wood (100% wood fiber)

DPS 1001 Form 304, 9/80

B. Motor vehicle insurance. If I consider renewing my car insurance or am asked by this section to do so, I will pay the premium for my car insurance as a condition of my loan secured by this section.

Any amounts due under this Paragraph 7 shall become immediately due if the Lender does not have to do so.

lease should bind the lessor shall not merge unless Lender agrees to the merger by a writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to pay or, 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 liens or encumbrances, then Lender may do and

may for whatever is necessary to protect the value of the Property and Lender's rights in the Property, including paying any sums received by a lessor which has priority over this Security Interest, excepting amounts applicable in court, paying

mechanic's payables and costs of collection, and Lender's attorney fees in connection with this instrument, paying

any sums payable on the Property to make repairs. Although Lender may do so, action under this instrument

Unless I, as a director and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or terminate my rights as security in such debt, whether or not when due, to the 30-day period within which the notice is given.

Unless Landlord need Borrower otherwise notify in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Landlord's security is not lessened. If the restoration or repair is not economically feasible or repair is economically lessened, the insurance proceeds shall be applied to the security in full or as much as reasonably possible, whichever is less. The Landlord may use the proceeds to restore the property or to pay sums necessary to make the property safe for habitation. The Landlord may collect the insurance premiums from the tenant.

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 receives Boorrower shall promptly give to the insurance carrier and Lender full premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

- 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against losses by fire, hazards included within the term "extended coverage" and any other hazards, floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods specified in Schedule Borrower shall keep the property in good repair.

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period 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 insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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.

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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance 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.

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.

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 exceeded 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.

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. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or 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.

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

DPS 1092

Form 3014 9/00

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Form 3014-990
DPS 1083

which will charge to Borrower. Borrower shall pay any reconnection costs.

21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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 explosive 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.

Borrower shall promptly give Lender written notice of any investment, claim, demand, lawsuit or other action by any
88th amendment of regularity aggacy of private party involving the Property and any Hazardous Substance or Environmental Law
of which Borrower has actual knowledge. If Borrower fails to do so by any government or regulatory authority authority, that
any removal or other remedial actions in accordance with Environmental Law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or of any materials or substances that are generally recognized as being hazardous to health or the environment.

19. **Style of Note.** Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security instrument) may be sold at 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. If there is a change of the Note or this Note, the new servicer will be given written notice of the Note. Such a notice will be addressed to whom payments should be made. The notice will also 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.

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 so power fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by the Security, if so power fails to pay these sums prior to the expiration of this period.

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 as of the date

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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.

(Check applicable box(es))

- 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

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.

Witness

GERALD P. GREENWALD

(Seal)
Borrower

Witness

PATRICIA J. GREENWALD

(Seal)
Borrower

330223576

(Seal)
Borrower(Seal)
Borrower

STATE OF ILLINOIS,

COOK

LAKE

County ss:

I, THE UNDERSIGNED

, a Notary Public in and for said

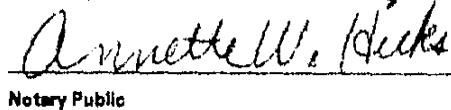
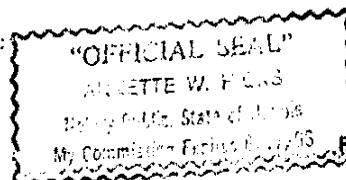
county and state do hereby certify that

GERALD P. GREENWALD AND PATRICIA J. GREENWALD, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29TH day of DECEMBER

1992


Annette W. Ficks
Notary PublicMy Commission Expires:
6-17-96

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DPS 1094