UNOFFICIAL COPYO:
This instrument aprepared by:
Aftive at Law

James & Levin, Attys. at Law 33 W. Higgins, Ste. 4090 S. Berrington, IL 60010

93053440

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 21, 1992. The mortgagor is Erwin J. Levin, divorced and not since remarried, ("Borrower"). This Security Instrument is given to Donald J. Levin and Eliese S. Levin, husband and wife, residing in the State of Illinois and whose address is 903 Partridge Court, Palatine, Illinois 60067 ("Lender"). Borrower owes Lender the principal sum of TWENTY THOUSAND AND NO/100 (\$20,000.00) Dollars. 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 debit, if not paid earlier, due and payable on August 1, 1994. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced other paragraph? advanced inder 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 10 OF BLOCK 225 IN THE HIGLANDS WEST AT HOFFMAN ESTATES XXVII, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 8 AND PART OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HOFFMAN ESTATES, SCHAUMBURG TOWNSHIP, ACCORDING TO THE Clert's Office PLAT THEREOF RECORDED ON AUGUST 17, 1967 AS DOCUMENT 20232520, IN COOK COUNTY, ILLINOIS.

\$31.00 TN0000 TRAN 8844 01/21/93 12 33:00 #0693 # # ~93~~Q5344Q COOK COUNTY RECORDER

which has the address of 1333 W. Oakmont, Hoffman Estates, Illinois 60194 ("Property Address");

Together With all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

1355美国高级人

Property of Cook County Clerk's Office

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortpage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title the Property against all claims and demands, subject to any encumbrances of record.

This Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

Application of Payments. Unless applicable law provides otherwise all payments received by Lender shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.

Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly unish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnished to Lender receipts evidencing the payments

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the abligation secured by the lien in a manner acceptable to lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. borrower shall satisfy the lien or take on or more of the actions set forth above within 10 days of the giving of notice.

Hazard 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" any and other hazards 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.

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 give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 accommically feasible or the restoration or repair is not aconomically feasible 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 amy use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not The 30-day period will bagin when the notice is given.

in writing, Unless and Lender and Borrower otherwise agree 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 19 the Property is acquired by the Lender, Borrower's rights 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.

Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the mergy in writing.

Lender or its agent may make reasonable entries upon Inspection. 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.

Condemnation. The proceeds of any aware 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 Socurity Instrument, whether or not then due, with any excess pair to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums sicured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (3) the total amount of the sums secured immediately before taking, Jivided by (b) the fair market value of the Property immediately tefore the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, of if, after notice by Lender to Borrower that the condemnor offers to make an aware 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.

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 preclude the exercise of any right or remedy.

Successors and Assigns Bound; Joint and Several Liability; Cosigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. 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 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.

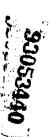
Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then. (a) any such loan 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 limit, 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.

Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and amy invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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, ny notice to Lender shall be given by first class mail to Lunder's address stated herein or any other address lender designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deed to have been given to Borrower or Lender when given as provided in this paragraph.

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.

Borrower's Copy. Borrower shall be given one conformed copy of



the Note and of this Security Institution to COPY

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

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 had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in inforcing this Security Instrument, including but not limited to, leisonable attorneys' fees; and (d) takes such action as Lender may reisonably require to assure that the lien of this Security Instrument, Lender's rights in the Property end 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 (ull effective as if no acceleration had occurred.

Non-Uniform Covenants. Birrower and Lander further covenant and agree as follows:

Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following acrower's breach of any covenant or agreement in this Security Instrument. 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, inreclosure by judicial proceeding and sale of the Property. The rotice 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 forceiose this Security Instrument without further demand and may forceiose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not inited to, reasonable attorneys' fees and costs of title evidence.

Lender in Possession. Upon acceleration under paragraph above or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

Property of Coof County Clerk's Office

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.

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.

Erwin J. dvin Kenni

State of Illinois, Cook County, ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Erwin J. Levin, divorced and not since remarried, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and celivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my and and official seal this 21st day of December, 1992.

My Commission expires:

MOFFICIAL SEAL "
KELLEY R. LYNCH
NOTARY PUBLIC, STATE OF ILLUSCOMY COMMISSION EXPIRES 6/19/93

County Clary Fuelite

Office

Property of Cook County Clerk's Office