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93072797

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 19, 1993. The mortgagor is Terry KUPPERMAN and Shari Kupperman, his wife, as joint tenants ("Borrower"). This Security Instrument is given to Kraft Employees Credit Union, which is organized and existing under the laws of ILLINOIS, and whose address is One Kraft Court, Glenview, IL 60025 ("Lender").
Borrower owes Lender the principal sum of Fifteen thousand and no/100 Dollars (U.S. \$ 15,000.00). 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 January 28, 1993. 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 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 71 IN SECOND ADDITION TO MORTON AIRE, BEING A SUBDIVISION OF PART OF THE NORTH WEST ¼ OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Equity Title
415 N. LaSalle Suite 482
Chicago, IL 60610

93072797

DEPT-01 RECORDINGS \$27.50

77777 TRAN 3794 01/28/93 14:42:00
#8708 - 93-072797
COOK COUNTY RECORDER

PIN# 09-13-118-012

which has the address of 7909 Lyons St. Morton Grove,
Illinois 60053 ("Property Address"); (Street) (City)
(Zip Code)

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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, 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 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.

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93072737

PREPARED BY: B. L. GLENNIE + ONE READING CLASS
TWO NINE + EIGHT COURTS GLENVIEW IL. 60025

A rectangular notary seal for the State of Illinois. It features a decorative border with the word "NOTARY" at the top and "STATE OF ILLINOIS" at the bottom. In the center, it says "NOTARIAL ACTS" above "PRACTICED IN" and "ILLINOIS". The seal includes a faint background watermark of a building and the text "NOTARIAL ACTS PRACTICED IN ILLINOIS".

OTIPIA PRACTIC

GIVEN UNDER MY HAND THIS 19 DAY OF January 1993.

ON THIS DAY BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY
APPEARED JEFFREY KUPPERMAN and Shari Kupperman, his wife,
TO ME KNOWN TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED
THE MORTGAGE, AND ACKNOWLEDGED THAT THEY SINCE THEN
THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES
THE MORTGAGE AS MENTIONED.

State of Illinois County of Cook 25.

BY SIGNING BELOW, Lender/Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any addendum(s) executed by Borrower and recorded with it.

Instrument dated July 1, 2003

Shari Kupferman
Borrower
(Seal)

Merry Kupferman
Borrower
(Seal)

Space below for Acknowledgment

20. Lender in Possession. Upon acceleration under Paragraph 19 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 judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the promised receipting (which shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those rents collected by Lender or the receiver shall be applied first to payment of management costs of management of the Property and then to the sums received by this Security recipient's bonds and reasonable attorney fees, and then to the sums received by this Security instrument.

21. Waiver of Habeas. Borrower shall pay any recordation costs.

22. Waiver of Right of Homestead. Borrower waives all right of homestead exception in the Property.

23. Right to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, the coverings and agreements of each such rider as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

2-A Family Rider
 Condominium Rider
 Planned Unit Development Rider
 Graduate Program Rider
 Adjustable Rate Rider
 Other(s) [specify]

19. 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 paragraphs 13 and 17 unless application law provides otherwise). The notice shall specify: (a) the date the default began to occur; and (d) (e) a date, not less than 30 days from the date the default began to occur to Borrower, by which the default must be cured; (f) the action required to cure the default; (g) the date the notice is given to Borrower; (h) the action required to collect all expenses incurred in preparing the remedy; (i) fees and costs of title evidence; and (j) the amount of all sums secured by this Security Instrument.

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **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.

9. **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, 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.

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.

10. **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.

11. **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.

12. **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.

13. **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 may 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.

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.

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 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 had no acceleration 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 hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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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, with interest, upon notice from Lender to Borrower the date of disbursement at the Note rate shall be payable, with interest, upon notice from Lender to Borrower requiring payment.

7. Protection of Lender's Rights in the Property; Mortgagor Insurance. If Barrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy), probable for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect 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 attorney fees and entering into the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or sublease any change in 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 lessee shall not lease title shall not merge unless Lessee agrees to the merger in writing.

Unless the notice is given, otherwise or otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the monthly payments referred to in paragraphs 1 and 2 of change the amount of the payments. If under paragraph 19 the property is acquired by Lender, Borrower's right to any insurance policies and proceeds of the payments shall not exceed the amount paid prior to the acquisition of the security interest.

Unless Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration of repair or the property if the restoration of repair is economically feasible and Lender's accuracy is not lessened. If the restoration of repair is not economically feasible or Lender's accuracy is lessened, Lender and Borrower shall make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, unless otherwise specifically withheld.

5. Hard Insurance. Borrower shall keep the principal amounts now existing or hereafter created on the Property insured against fire, hazards included within the term, "extended coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in like amounts and for like periods that Lender requires. The insurance carrier shall be chosen by Lender to cover the property as provided in Lender's lease.

Borrower shall promptly disclose all information requested by the Lienholder in writing to the Borrower; (a) agrees in writing to the payment of the principal amount of the note plus interest accrued by the Lienholder in a manner acceptable to the Lienholder; (b) certifies in good faith that the Lien by, or defense against the Lien by, the Lienholder is valid and enforceable; (c) agrees in writing to the payment of the principal amount of the note plus interest accrued by the Lienholder in a manner acceptable to the Lienholder; (d) certifies in writing to the Lienholder that the Borrower has no other debts or obligations to the Lienholder.

4. Charges, Taxes, Assessments, charges, fees 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 all taxes, assessments, charges, fees 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 the amount due on such taxes, assessments, charges, fees and impositions as soon as possible after the same become due and payable, but in no event later than the date when payment of the same becomes due and payable, and shall pay interest thereon at the rate of twelve percent (12%) per annum from the date when payment of the same becomes due and payable until paid in full.

Application is a copy of Application for a Seal of Protection which is a copy of Application for a Seal of Protection which is a copy of Application for a Seal of Protection.

The Funds shall be held in an institution the depositors of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to the extent Lender may not charge for holding and applying the Funds, namely, the account of verifying the accuracy of the external items.

to lend under on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which accrued prior to the date of the Note, and (b) yearly household payments of (c) yearly taxes and assessments which accrued prior to the date of the Note, and (d) yearly

1. Payment of Principal and Interest Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.