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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 22ND, day of JANUARY, 1993. The mortgagor is BARBARA R MEYERSON DIVORCED & NOT SINCE REMARRIED AND WILLIAM G GROTHE DIVORCED & NOT SINCE REMARRIED

("Borrower") This Security Instrument is given to MORTORGE CAPITAL CORPORATION which is organized and existing under the laws of Minnesots, and whose address is 111 E. KELLUCC BLVD., ST. PAUL MN 55101,

("Lender"). Bortower owes Lender the principal sum of

SIXTY EIGHT THOUS (N) AND

NO/100 DOLLARS (U.8 3 68,000.00). This debt is evidenced by Borrower's note dated the same date ar this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on the first day of FEBRUARY, 2000. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications (2 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:

SEE ATTACHED

DEPT-01 RECORDING "

⁽⁵ \$41.50

T\$4444" TRAN"3199\01/28793"13#45±00

, COOK COUNTY RECORDER

PIN # 09-11-309-028-1090

which has the address of 8706 B GREGORY LANE, [Street]

DES PLAINES (City)

("Property Address");

Illinois 60016- (Zip Code)

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 Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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.

PAGE 1 OF 6

ILL:NOIS-Single Family-Farmie Mae/Fredddie Mac UNIFORM INSTRUMENT

FORM 30141 9/90

CLD0C927 (03/92)

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

insurance. Subject to applicable law or to a written waiver by 2, Funds for Taxes and Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (c) paperly lessehold payments or ground cents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lifeu of the payment of mortgage insurance premiums. These items are called "Emprey Items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's ascrow account under the federal Real Satete Settlement Procedures Act of 1974 as smended from time to time, 12 U.S.C. Section \$2601 at maq. ("RESPA"), unless another law that applies to the Funds ants a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount nut to exceed the lesser amount. Lander may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any federal Name Loan Bank, Lenda, a sil apply the Funds to pay the Escrow Items. Lender may not charge florrower for holding and applying the funce, annually energing the escrew account, or verifying the Escrew Items, unless Landor pays so rower interest on the Funda and applicable law permits Landor to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tex reporting service used by Lender in correction with this toan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lendar may agree in writing, however, that interest shall be paid on the funda. Lender whall give to Borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each debit to the funds was made. The Funds are pledged as addit exal security for all sums secured by this Security Instrument.

If the funds hald by Lender exceed ine 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 pny time is not sufficient to pay the Escrow Items when dum, Lender may so notify Sorrower in writing, and, in such crise Sorrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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, Leider shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, well apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

4. Charges; Liens. Borrower shall pay all texes, assessments, charges fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessehold payments or ground rents, if any. Borrower shall pay these obligations in the farmer provided in paragraph 2, or if not paid in that manner, Borrower shell pay them on time directly to the person owed payment. Sorrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Sorrower shall promptly furnish to Lender recipis evidencing the payments.

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

5. Hazard or Property Incurance. Borrower shall keep the improvements now existing or hereafter $\mathbb C$ 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 shell be chosen by Borrower subject to Lender's approval which shell 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, Sorrower 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 loss if not made promptly by Borrower.

PAGE 2 OF 6

Unless Lender and Sorrough Difficults once in critical incompanies and the applied to restoration or repair of the problet desired, if the centeration or repair is not desired. If the restoration or repair is not desired by feasible and Lender's security is not desired. If the restoration or repair is not economically feasible or Lender's security sould be lessented, the traurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any exceed put to Surrower. If Serrower abandons the Property, or does not measure within 30 days a notice from Lender that the insurance carrier has effered 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 poriod will begin when the notice is given.

Unless Lender and Barrawar 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 domage 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; ... Sofrower's ... Loan Application; Lesseholds. Barrower shall occupy, establish, and use the Property as Serrower's principal residence within sixty days after the execution of this Senucity Instrument and shall continue to occupy the property as Borrower's principal rouldence 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 circulatinges 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. Bordower shall be in default if any fenfelture action or proceeding, whether civil or criminal, is begun that in Lendon's good faith judgment double result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may sure such a default and roinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lander's good faith of termination, presides forfeiture of the Borrower's interest in the Property or other material important of the lien dreated by this Security instrument or Lender's security : interest. Sorrower shall also be in default if Sorrower, 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 occupy to of the Property as a principal residence. If this Bedurity Instrument is on a lessshold, Borrower shall comply with all the provisions of the lesse. If Gorrower acquires fee title to the Property, the lunsehild and the fee title shall not marge unless. Lender agrees to the morger in writing.

7. Protection of Lender's Rights in the Property. If Borrower falls 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 (surfal a proceeding in benkruptcy, 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 ar.

Any amounts distursed by Lender Under this paragraph 7 shall being additional debt of Borrower secured by this Security Instrument. Unless Sorrower and Lander agree to other torms of payment, these amounts shall bear interest from the date of disbursament at the Note rate and shall be payable, with interest, upon notice from Lender to Horrower requesting payment.

- 8. Nortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrover shall pay the premiume required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or cases to be in effect, Borrover shall pay the premiume required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost abstantially equivalent to the cost to Borrover of the mortgage Insurance previously in effect, from an alternate mortgage insures approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrover shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrover when the insurance coverage lapsed or cased to be in effect, lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. One reserve 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 insurance approved by Lender again becomes available and is obtained. Borrover 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 Borrover 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.

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PAGE 3 OF 6

ILLINOIS-Single Family-fammic Mac/Fredddie Nac UNIFORM INSTRUMENT

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In the event of a total single of the peoplety, he proceeds shall be apilized by highers secured by this Security Instrument, whether or not then die, with any excels said to approve in; we 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 Sorrower 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 Sorrower. 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 then the amount of the sums secured immediately before the taking, unless Sorrower 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 Londer 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 proceeda, at its option, wither to reatoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then die.

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 No. Released/Aforbearance By Lender Not a Maiver. Extension of the time for payment or modification of meantization 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 of refuse to extend time for payment or otherwise modify smortization 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 friberrance 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 Assignt Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and sasigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Sorrower 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 as a regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges, If the toen secured by this Security I istrument is subject to a (aw which seeds maximum toen charges, and that tend is finally interpreted and that the interest or other toen charges collected on to be collected in connection with the toen excluding the permitted limits, then: (a) any such toen 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 in the will be refunded to Borrower. Lender may choose to make this refund by reducing the principal own index the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will an interest 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 requirer 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 a lated 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 prograph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal in 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 accept 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 then 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.

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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 Lieu 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 ramain 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 said 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 if 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. Burrower shall not cause or permit the precence, use, disposal, storage, or ralease of any Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affective to 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 permitted 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, lawauit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Subatance or Environmental Lower which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory are notified by any governmental or regulatory are

As used in this paragraph 20, "Hazardous connect" 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 majerials. 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 COVEMANTS. Borrower and Lender further covenent and agree as follows:

21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or egreement 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 (c) 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 Proporty. 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 accured 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, Sorrower shall pay any reogration coats.

23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Sorrower 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	appl	{cable	bex(en)]
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[]	Adjustable Rate Rider	DO	Condominium Rider	[]	1-4 Family Rider
(1	Graduated Payment Rider	t 1	Planned Unit Development Rider	t 3	Blueekly Payment Ride
[X]	Balloon Rider	()	Rate Emprovement Rider	. 1	Second Home Rider

[] V.A. RIDER [] Other(s) (specify)

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PAGE 5 OF 6

ILLINOIS-Single Family-Family Mas/Fraddie Mac UNIFORM INSTRUMENT Form 3016 9/20
INITIALS

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LEGAL DESCRIPTION

Unit 90 as delineated on the surveys of certain Lots in Charles Insolia and Sons Subdivision, being a part of the West 1/2 of the Southwest 1/4 of Fractional Section 11, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "B" to the Declaration of Condominium Ownership made by American National Sank and Trust Company of Chicago, as Trustee under Trust Number 77135, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 26, 1973 as Document Number 22262775, and as amended from time to time, together with the percentage of the Common Elements appurtenant to gaid Unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with amended Declarit one as same are filed of record pursuant to said Declaration, and together with additional Common Blements as such amended Declarations are filed of record and the percentages set forth in such amended Declarations, which percentages stall automatically be deemed to be 16/45 OFFICE conveyed effective on the recording of each such amended Declaration as though conveyed thereby, in Cook County, Illinois.

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Property of County Clerk's Office



(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 22ND day of JANUARY, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Rorrower") to secure the Borrower's Note to MORTGAGE CAPITAL CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 8706 B GREGORY LANE, DES PLAINES, IL 60016*

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the line Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything in the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of the first day of FEBRUARY, 2023, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Condition/I Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are:
(1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days 1/t/ on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5, I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus and half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Cytion. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Data (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

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5. EXERCISING THE CHUITIMAL NEFT FAMILY OF PERSONS COPPERSONS COPP

The Note Holder will notify me at least 60 calendar days in advance of Maturity Date and advise me of the principal, accrued but unpaid interest, all other sums I am expected to owe on the Maturity Date. The Note Holder will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee, the costs associated with updating the title insurance policy, and any reasonable third-party costs, such as documentary stamps, intangible tax, survey, recording fees, etc.

BY SIGNING BELOW. Borrower accepts and agrees to the terms and covenants contained in this Balloca Rider.

BARBARA R MEYERSON BOTTOWER

WILLIAM G GROTHE BOTTOWER

BOTTOWER

Sign Original Only]

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UNOFFICIAL COPY CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 22ND day of JANUARY, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MORTGAGE CAPITAL CORPORATION, "

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

8706 B GREGORY LANE, DES PLAINES, IL 60016-{Property Address}

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

GREENWOOD PARK CONDOMINIUM ASSOC

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Ovners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM CONTENANTS. In addition to the covenants and agreements made in the Security Instrument. Surrower and Lender further covenant and agree as follows:

- A. CONDONINIUM COVENANTS. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regilitions; and (iv) other equivalent documents. Borrower shall promptly pay, when due, o'l dues and assessments imposed pursuant to the Constituent Documents.
- B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactry to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waivas the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

If the event of a distribution of hazard instrance proceeds in lieu of restoration or repair following a loss to the Property, whither to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. CONDEMNATION. The proceeds of any award or claim for damigns, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common tements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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lasessments when then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lander 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

	But Duran	, ,
	BARBARA R MEYERSON	/(Seal) -Borrower
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	WILLIAM G GROTHE	-Borrower
		(Secl)
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