

UNOFFICIAL COPY

Return Address of Doc Br:
Anne Gosselink, Correspondence
1399 W. 10th Street, Box 110
Des Moines, IA 50313-4949
After Post Closing Department

93338098

[Space Above This Line For Recording Date]

MORTGAGE.

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 20, 1993 . The mortgagor is

JUSTIN B. GORDON & AVIVA S. GORDON, KNOWN AS HUSBAND AND WIFE

(“Borrower”). This Security Instrument is given to **WEAVING MORTGAGE BANCORP**

DEPT-01 RECORDING \$31.50
T\$0000 THAN 1484 05/26/93 11:49:00
46367 # * 93-39809X
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 5100 NORTH HARLEM AVENUE

HARWOOD HEIGHTS, IL 60656 ("Lender"). Borrower owes Lender the principal sum of
One Hundred Fifty Thousand and No/100 -----

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 **June 1, 2023**. 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 described property located in **COOK** County, Illinois:

LOT 12 (EXCEPT THE NORTH 22.0 FEET THEREOF) ALL OF LOT 13 AND THE NORTH 11.0 FEET OF LOT 14 IN BLOCK 1 IN KRENN AND DATO'S DEVONSHIRE MANOR, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 2137 N. TRIPP
Illinois 60076

卷之三

WEDDING - Stache Family - Banquet Menus

SEARCHED + SERIALIZED + INDEXED + FILED + OWN INSTRUMENT

卷之三

WILLIAMSON COUNTY: (512)253-6100 • (800)621-7221

[Street, City].

Page 1 of 6

**Form 3014 8/90
Amended 6/91
Individual**

UNOFFICIAL COPY

Form 3016.9/90
INUREA:

Page 2 of 8

•GR(II) (9103)

of this actions set forth above within 10 days of the giving of notice. Security Instrument, Lender may give Borrower a notice identifying the loan. Borrower shall satisfy the loan or more by delinquent payment of the Property is subject to a lien which may attach priority over this instrument of the loan; or (c) secures from the holder of the loan an agreement satisfactory to Lender to take one or more actions against the holder of the loan in, legal proceedings which in due course shall satisfy the loan or take the instrument of the loan.

Borrower shall promptly disclose any loan which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the Payment of the obligation secured by the loan in a manner acceptable to Lender; (b) consents in good faith the loan by, or delinquent payment of the Property is subject to a lien in, legal proceedings which in due course shall satisfy the loan to prevent the instrument of the loan.

4. Charges: Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 amounts payable under paragraph 2;

Security Instrument.

Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this instrument. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the funds held by Lender, unless applicable law provides otherwise, all payments received by Borrower any funds

monetary payments, at Lender's sole discretion.

to Lender the amount necessary to make up the deficiency. Borrower shall make him the deficiency in no more than twelve months sufficient to pay the Escrow items to Lender may so notify Borrower in writing, and, in such case Borrower shall pay the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

make up the deficiency in writing, however, that interest shall be paid on the funds and debts to the funds was

Lender may agree in writing, unless applicable law provides otherwise, unless an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law permits Lender to pay a sum charge for an independent real estate tax reporting service used by Lender, Lender may require Borrower to pay a sum charge for a service such as a charge, the Escrow items, unless Lender pays Borrower interest on the funds and applying the Escrow items, or verifying the items, Lender may not charge Borrower for holding the funds, annually analyzing the Escrow account, or verifying

Lender, if Lender is such an institution as in any Federal Home Loan Bank, Lender shall apply the funds to pay the Escrow items. The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including

otherwise in accordance with applicable law.

estuarine the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or amount if so, Lender may, at any time, under "RESPA", unless similar law that applies to the funds sets a lesser amount from time to time, 12 U.S.C. Section 2601 et seq., ("RESPA"), unless similar law that applies to the funds sets a lesser amount if so, Lender may agree for Borrower's escrow account under the Federal Home Sledicure Procedures Act of 1974 as mortgage loan may agree for an amount not to exceed the maximum amount a Lender for a federally related Lender may, at any time collect and hold funds in an amount not to exceed the maximum amount of mortgagage insurance premiums. These items are called "Escrow items".

provisions of paragraph 8, in lieu of the payment of mortgagage insurance premiums, if any; and (d) yearly hazard or property insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the terms 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

and assessments which may affect priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments and delinquent payments under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

Variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

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.

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

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurtenances, and

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

UNOFFICIAL COPY

5. Hazard or Property 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" 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 shall be chosen by Borrower subject to Lender's approval which shall 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, Borrower 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 of loss if not made promptly by Borrower.

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 economically feasible or 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 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 period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, 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 occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails 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 (such as a proceeding in bankruptcy, 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 so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

UNOFFICIAL COPY

Be Savorantastic.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which it was executed.

Information shall be deemed to have been given to Boarder or Leander when given as provided in this paragraph.

14. Notices. Any notice provided for in this Security Instrument shall be given by delivering it or by mailing it under the Note.

However, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

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 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.

make any accommodation, with regard to the terms of this Security Instrument or the Note, without that Borrower's consent.

Unless Lender and Borrower otherwise agree in writing, any modification of proceeds or principal shall not extend or postpone the due date of the monthly payments received by Lender in Paragraphs 1 and 2 to change the amount of such payments.

If the Property is damaged, destroyed by Stormwater, or it, after notice by Lender to Borrower that the conditions outlined in this Article have been breached, the Borrower shall not extend its protection to non-structural

sums secured by this Security Instrument whether or not the sums are then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, which ever 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

Borrower notice at the time of or prior to an inscription specifying reasonable cause for the inscription.

9. Insurance. Landlord or his agent may make reasonable entries upon and inspections of the Property. Landlord shall give insurance ends in accordance with any written agreements between Borrower and Landlord or applicable law.

UNOFFICIAL COPY

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 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 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 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 sold 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 of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the 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 generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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 toxic 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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **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 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 (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, foreclosure by judicial proceeding and sale of the Property. 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 secured 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. Borrower shall pay any recordation costs.

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

UNOFFICIAL COPY

Form 301A 9/80

Page 8 of 8

WB-6R(1) (1981)

BANK ONE HOME CORPORATION

BERTON GOLDSTEIN AFFICIAL SEAL

This instrument is made in the state of Illinois
NOTARY PUBLIC STATE OF ILLINOIS

Notary Public Seal

Notary Public

Given under my hand and official seal, this 22nd day of July, 1973
Signed and delivered the said instrument at the place and for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
'personally known to me to be the same person(s) whose name(s)

, a Notary Public in and for said county and state do hereby certify that

County ss:

STATE OF ILLINOIS, CULL

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

JES (J. R. GORDON

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.

Witnesses:

- [Check applicable box(es)]
- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Adjustable Race Rider | <input type="checkbox"/> Commando Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Standard Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Balloon Rider |
| <input type="checkbox"/> Grandstand Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) (Specify) |

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.

93398098