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94896200

WHEN RECORDED MAIL TO

MORTGAGE SERVICE AMERICA CO.
A NEVADA CORPORATION
P.O. BOX 7360
RENO, NV 89510
LOAN NUMBER: 345634

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1994 OCT 19 PM 3:21

94896200

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
The mortgagor is RICHARD DRUKER AND CAROLINE DRUKER, HIS WIFE

SEPTEMBER 30TH, 1994

MORTGAGE SERVICE AMERICA CO., A NEVADA CORPORATION
which is organized and existing under the laws of NEVADA
P.O. BOX 7360, RENO, NV 89510

, and whose address is

TWO HUNDRED FORTY THOUSAND AND NO/100 Dollars (U.S. \$ 240,000.00). 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 OCTOBER 1ST, 2024. 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.

SEE LEGAL DESCRIPTION ATTACHED HEREWITH AND MADE A PART HEREOF.

PIN: #04-17-419-015 AND #04-20-208-001

which has the address of 2401 AUBURN LANE

(Street)

Illinois

60062

[Zip Code]

("Property Address");

NORTHBROOK

(City)

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
(ITEM 1878L1 (9202))

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■

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MFIL3112 - 04/92

BOX 333-CTI

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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; Leasetholds. 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 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

Witness:

Richard Druker _____ (Seal) Caroline Druker _____ (Seal)

RICHARD DRUKER

Borrower

CAROLINE DRUKER

BY RICHARD DRUKER, ATTORNEY IN FACT

Richard Druker _____ (Seal) Caroline Druker _____ (Seal)

Borrower

CAROLINE DRUKER

BY RICHARD DRUKER, ATTORNEY IN FACT

STATE OF ILLINOIS,

CO. County ss:

I, THE UNDERSIGNED

do hereby certify that RICHARD DRUKER AND CAROLINE DRUKER, HIS WIFE

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

Given under my hand and official seal, this

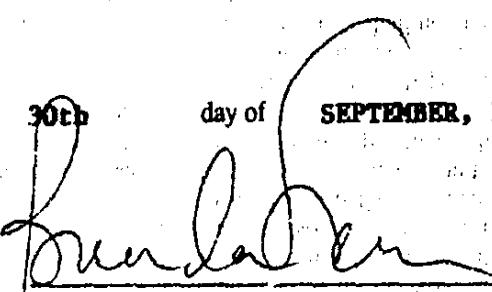
My Commission #

"**OFFICIAL SEAL"**

Brenda Vernon
Notary Public, State of Illinois
My Commission Expires 5/18/98

30th day of

SEPTEMBER, 1994



Notary Public

This instrument was prepared by

PINA R. JAVIER
MORTGAGE SERVICE AMERICA CO., A NEVADA CORPORATION

(Name)
P.O. BOX 7360, RENO, NV 89510
(Address)

ITEM 1878L0 (9202)

Form 3014 9/90 (page 6 of 6 pages)

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ITEM 18/18/18 (1920)

Form 3014 9/90 (page 5 of 6 pages)
Q100-000-000 (JAX 818-781-111)
Q100-111-000 (Security Instrument Form 1990)
Q100-000-000 (Security Instrument Form 1990)

Security instrument, or (b) entry of a judgment enforcing this Security instrument. Those conditions are due that Borrower:

- shall continue to pay all sums which he would be due under this Security instrument and the Note as if no acceleration had occurred;
- shall pay all expenses incurred in accelerating this Security instrument, including, but not limited to, reasonable attorney fees and the sums secured by this Security instrument held pending payment of any other agreements or arrangements; (c) pays all expenses such action as Lender may incur in collecting this Security instrument, including, but not limited to, reasonable attorney fees; and (d) pays all expenses such action as Lender may incur in collecting this Security instrument.

However, this right to repossess shall not apply in the case of acceleration, unless (a) he sold one or more units without prior notice to Borrower, A sale may result in a change in the entity which collects monthly payments due under the Note and this Security instrument. There also will also contain any other information required by applicable law.

20. Hazardous Substances and Traces. Borrower shall not cause or permit the practice, use, disposal, storage, or release of any normal residential uses and/or maintenance of the Property.

Property that is in violation of any Environmental Law, The preceding two sentences shall not apply to the presence, use, or government of regulatory agency by any Governmental or regulatory party involving the Property is necessary, Borrower shall promptly take all necessary remedial action from the Union of any Hazardous Substance with the Property.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws and health codes, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As defined 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 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 to Borrowers; (b) the action required to cure the default; and (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified by this Security instrument results in acceleration.

21. Acceleration; Remedies. Lender shall give notice to Borrower and Lender and agree as follows:

breach of any covenant or agreement in this Security instrument following Borrower's acceleration, furthering Borrower's purpose in this Security instrument by securing all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower.

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

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LEGAL DESCRIPTION

LOT 95 IN WINDHAM MANOR, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AND PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1973 AS DOCUMENT NUMBER 22431045 AND CERTIFICATE OF CORRECTION THERETO RECORDED NOVEMBER 6, 1973 AS DOCUMENT NUMBER 22537018 IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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