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MORTGAGE	GAGE	T	R	O	M
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	611 GREENDALE RO.	GLENVIEW
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	· C	en e
	94	. 7#0011 TRAN 4734 11/28/94 . #8474 # RV *-94-4 . COOK COUNTY RECORDER
		. DEPT-01 RECORDING
PIN# 04-33-309-011		
NORTH, RANGE 12, EAST OF THE T	HIRD PRINCIPAL MERIDIAN, IN GOOK C	COUNTY, ILLINOIS.
	"ID COMPANY'S FIRST ADDITION TO G ON OF PARTS OF SECTIONS 32 AND 33	
This Security instrument sucures to Le and modifications of the Note; (b) the	inder: (a) the repayment of the debt evide a payment of all other sums, with interest,	or, due and payable on December 1st, 1995 need by the Note, with Interest, and all renewals, exter advanced under paragraph 7 to protect the security of ments under this Security Instrument and the Note. For wing described property located in
Dollars (U.S. \$ 174.0.00		rrower's note dated the same date as this Security Instri
Borrower owes Lender the principal so One Hundred Eighty Nine Thousand		
333 PARK AVENUE GLENCOE, ILLI	NOIS 60022	, and whose add
Under the laws of THE UNITED STA	TES OF AMERICA	which is organized and or
		("Borrower"). This Security Instrument is of

•	COOK COUNTY	RECORDER

11/28/94 14:58:60

which has	s the address of	611 GREENDALE RD.		GLENVIEW
Illinois	60025	[Street] ("Property Address");	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	(City)

Together with all the improvements now or hereafter erected on the property, and all easements, a prurtenances, 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 ...gh. in 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 uniterm security instrument covering real property

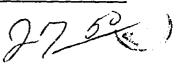
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the dobt evidenced by the Note and any propayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by 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; (b) yearly leasehold payments or ground rents 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 lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a fodorally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. SS 2801 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lander may settimate 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 Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, 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 Lender may agree in writing, however, that interest shall be paid on the

ILLINOIS -Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 9/90 (page 1 of 4 pages) Initials:





Funds. Lander strait give to Borry is whould regard in use accombing of the Fund, six was create and debits to the Funds and the purpose for which each debt to the hints was made. The Funds are pleased as edulons decurity or all sums secured by this Security instrument.

if the Funds held by Lender exceed the 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 any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing; and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Pernower 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, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funder 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 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 smounts 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 taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes those payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower that satisfy the lien or take one or more of the actions set forth above within *0 days of the giving of notice.

5. Hazerd or Property Insurance. Burrower shall keep the improvements how existing or hereafter erected on the Property insured against loss by tire, "azards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insure ice. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance abover subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls 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?

All insurance policies and somwals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and receipts of paid promiums and renewal notices. In the event of loce, forcewer shall give prompt notice to the insurance carrier and Lender. Lander may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower othrivine agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. 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 if as 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 \ \tau\.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 attent of the sums secured by this Security Instrument immediately prior to this sequisition.

- 6. Occupancy, Preservation, Maintenance and Project on or the Filiperty; Borrower's Loan Application; Leaszholds. Borrower shall occupy, establish, and use the Property as Borrower's principal reliated continue to occupy the Property as Borrower's principal reliated continue to occupy the Property as Borrower's principal reliated continue to occupy the Property as Borrower's principal reliated continue to occupy the Property as Borrower's principal reliated continue to occupy the Property as Borrower's principal reliated continue to occupy the Property as Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall on in default if any forfeiture action or proceedible, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially imps, the lian created by this Security instrument or Lender's security interest. Borrower may care 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, produceds for primare of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's society Instrument of the Borrower's interest in the Property or other material information in connection with the loan evidenced by the Note Inch ding, but not immited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument and the Property is a provide Lender with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the Fig. But in timbed to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument and the Property is the provisions of the lease. If Borrower scalings fee title to the Property, the leasehold and the Fig. But in timbed to, represent
- 7. Protection of Lender's Riights in the Property. If Borrower talls to perform the covenants and ecreements 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 and pay for witastaver 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 Bormize secured by this Security Instrument. Upless Borrower and Lender agree to other terms of payment, these amounts shall be an 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 seculed 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 affect, 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 afternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Portrower shall pay to Lender each month a sum equal to one-twofith of the yearly mortgage insurance 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 fleu 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 required by an insure 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 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 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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Initials		

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 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 Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the emount of the proceeds multiplied by the following fraction (a) the total emount of the sums secured immediately before the faking, divided by (b) the fair market value of the Property Immediately, before the taking. Any balance shall be paid to Borrower. 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 than the amount of the sums secured immediately before the taking, unless Borrower 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 Lender to Borrower that the condemnor offers to make an award or settin a claim for damages. Borrower talk to respond to Londer within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to rustoration or ropair 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.

- 11. Borrower Not Released: Forbearance By Lender Not a Walver. 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 friterest. 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 Lander in exarcising any right or remy by shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Aceigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and brition successors and assigns of Lunder and Borrower, subject to the provisions of paragraph 17. Sorrower's covenants and agreements shall up joint and several. Any Bottower 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, mostly, torbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Sorrower's consent.
- 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 loun charges collected or to be collected in connection with the loan exceed the permitted imits, then: (a) any such loan charge shall be reduct d by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded periodical limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making r, direct payment to Berrower. If a returnd reduces principal, the reduction will be treated as a partial prepayment without any prepayment one go under the Note.
- Any notice to Borrower provided for in the 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 holice 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 no 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 Socially Instrument or the Note conflicts with applicable law. such conflict shall not affect other provisions of this Security Instrument or the Nrite 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 Notil and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any pair 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 Londer if exercise is prohibited by federal law as of the date of this Security in structions.
- 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 Berrower must pay all sums secured by this Security Instrument. II Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permit ed by this Security Instrument without further notice or demand on Borrower,
- 18. Borrower's Right to Reinstate. If Bondwer meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument decontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable lay may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) or try of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lander 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 Lander 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 remetate 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 uni plated 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.

Les Colleges Landers

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20. Hazardous Substances. Borrower shall not cause or permit the presunce, 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, lawer't 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 petroleum produ tal protection.

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

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 nullce shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the force osure 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 as well as Security instrument without further demand and may foreclose this Security instrument by juducial proceeding. Lender all the entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, lessonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all jums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any leo indation costs.

23. 9	Walver of Homestead. Borrowar wa	ives alt rights (! homestead exemption in the	Property.	
instrument, ti agreements o	Riders to this Security Instrument, he covenants and agreements of each or this Security Instrument as if the rider cable box(es)]	such rider cha	If be incorporated into and shall	ver and recorded together with this Se I amend and supplement the covenant	ecurity ts and
To look uppin	Adjustable Rate Rider	Con	om/ nium Rider	1-4 Family Rider	
Ē	Graduated Payment Rider	Plant	ed Unit Dr relopment Rider	Biwaekly Payment Ride	er
F	Balloon Rider		Improven ent Rider	Second Home Rider	
F	Other(s) (specify)		III PIOTOI DIN TIDOI		
!					
	SIGNING BELOW, Borrower accepts a uted by Borrower and recorded with it.	nd agrees to t	he terms and coverants conta	ined in this Security Instrument and i	in any
Signed, seale	ed and delivered in the presence of:		De annal &	The star ulular	
			EDWARD P. ORLOWSKY	-Bor	(568) (588)
			Social Security Number 3	56-40- 1951	
			Mr. nue ? (Toko way 14184.	.∤ .{Seal}
			MINNIE Z. ORLOWSKY		TOWER
			Social Security Number	336-40-512)	
			Charle)	some aprila	(See)
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	[Space	Below This	Line For Acknowledgment		
STATE OF !L	LINOIS CL.		County ss:		
i, . Ihat EDW	JILM- Clurk vard p. orlowsky, divorced ani	NOT SINCE		nd for said county and state do hereby ORLOWSKY.	. OBLENY
A WIDOW	THE PERSON AND THE PE			ne to be the same person(s) whose na	sue(a)
subscribed to	the foregoing instrument, appeared be				-
-	elivered the said instrument as their		1 1 1 1 1 1 1 1 1 1 1 1	for the uses and purposes therein set	forth.
Give	n under my hand and official seal, this	2161	day of November, 19	94 4	
My Commilio	in Expires: 10/25/98		Hotery Public		
emurteni sidT	nt was prepared by: LISA SEFTO	N	1	FICALSTAL	į
Return To:	HARRIS BANK GLENCOE, N.A. 333 PARK AVENUE	\sim	ar .	N STATE OF ILLINOIS	: :
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