

PREPARED BY:
SUSAN M. POLINSKI
PALATINE, IL 60067

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940034957

RECORD AND RETURN TO: COOK COUNTY, ILLINOIS
FILED FOR RECORD

CARLTON MORTGAGE SERVICES JAN 6 1994 AM 9:25
664 FIRST BANK DRIVE
PALATINE, ILLINOIS 60067

94001957

[Space Above This Line For Recording Data]

MORTGAGE

48191

31

91

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 27, 1993
MICHAEL GORELL
AND ROBERTA S. GORELL, HUSBAND AND WIFE IN JOINT TENANCY

(*Borrower"). This Security Instrument is given to
CARLTON MORTGAGE SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 664 FIRST BANK DRIVE PALATINE, ILLINOIS 60067 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWELVE THOUSAND SEVEN HUNDRED AND 00/100 Dollars (U.S. \$ 112,700.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 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:

LOT 34 IN BLOCK 3 IN NEW ENGLAND VILLAGE UNIT TWO, A SUBDIVISION OF PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON APRIL 7, 1977 AS DOCUMENT LR2930491, IN COOK COUNTY, ILLINOIS.

07-18-307-008

which has the address of 1 SANDHURST COURT, STREAMWOOD [Street, City],
Illinois 60107 ("Property Address");
[Zip Code]

[Street, City],

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FANNIE MAE
FREDDIE MAC
MORTGAGE FORMS
88-89 (IL) 60107

VANCOUVER FORMS - (313)289-8100 - (800)621-7201

Page 1 of 8

DPS 1000
Form 3014 9/90
Initials: *[Signature]*

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Form 3011-B/00
DPS 1080

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more of like securities set forth above within 10 days of the giving of notice. This Security Instrument, Lender may give Borrower a notice terminating the loan, Borrower shall immediately pay the loan or take one or more of the following actions if Lender determines that property is subject to a lien which may affect the loan to another party or parties of the loan or (a) secure from the holder of the loan an assignment of title to Lender in full satisfaction of the loan in the loan, (b) cause a partition of the loan to prevent the loan to by, or demands against enforcement of the loan in, legal proceedings which in the Lender's opinion operate to good faith the loan writing to the payment of the debt by the loan in a manner acceptable to Lender; (c) commence in good faith the loan Borrower shall promptly disclaim any right has priority over this Security Instrument unless Borrower: (a) agrees in

(i) Borrower makes payable directly to Lender reasonably available during the payment period, to the person or persons to whom payment is due under the payment period, to Lender all monies so paid under this paragraph, to the person or persons provided in paragraph 2, or if not paid in full amount, Borrower shall pay him on time directly check obligations in the manner provided in paragraph 2, or if not paid in full amount, Lender shall pay him directly which may affect security interest or ground rents, if any, Borrower shall pay

4. **Chargess:** Lender, Borrower shall pay him taxes, assessments, charges, fines and impositions due and payable to the property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to monies, payable under paragraph 2;

3. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under paragraph 2;

of this Security Instrument.

Borrower held by Lender, (i), under paragraph 2, Lender shall require or call the property, Lender, prior to the redemption or sale of the property, shall apply any funds held by Lender in a credit account to the sum required by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

undue monies paid him, in Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted in the applicable law, Lender shall refund to Borrower any

debt to the Funds was made, the Funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, Lender shall be entitled to pay Borrower in writing, and, in such case Borrower applies law requiring immediate to be paid, Lender shall be entitled to pay Borrower any interest or earnings on the Funds.

used by Lender in connection with this loan, unless otherwise otherwise, unless in accordance with regulations or a charging, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

or attorney, unless, under any holding and applying this Funds, unconditionally waives Lender to take such action as may be necessary to collect and hold Funds in its judgment not to exceed the lesser amount

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future

losses in lesser amounts, (i.e., Lender may, at any time, collect and hold Funds in its judgment not to exceed the lesser amount

1974 as amended laws, 12 U.S.C. Section 2601 et seq. ("RIFPA"), unless otherwise law applies to the Funds

related moratorium laws, any rights for collection under the federal Fair Debt Settlement Procedure Act of (C)

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of interest income premiums, these items are called "Funds",

if any, (e) clearly mortgage instrument premiums, if any; (d) any sum payable by Borrower to Lender, in accordance with or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

and assessments which may affect property over this Security Instrument is a lien on the property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"); (c) yearly taxes to

2. **Funds for Taxes and Insurance:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

projected or and interest on this debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Premium and Interest:** Prepayment and late charges due the following:

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 contains no non-form covenants with limited

and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

grant and convey the property and shall the Borrower to lawfully asked of the estate hereby conveyed and has the right to mortgage,

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

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

TODAY all the improvements now or hereafter erected on the property, all replacements and additions shall also be covered by this Security

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

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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 ceasing 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 any, 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

DPS 1001

Form 3014 9/90

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Form 301A 9/80
DPS 1082

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

each day minimum sum shall be deducted to make each given to porters or carriers with whom provision is made in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing.

properly implemented charge under the Napa.

13. **Lawn Chemicals.** If the loan secured by this Security Instrument is satisfied to a satisfaction law which sets maximum loan charges, and that law is finally interpreted so that the interests of other loan charges collected or to be collected in connection with this and other loans are not violated, the creditor will be entitled to payment to him in full the reduction will be treated as a partial payment to borrower, if a refund reduces principal, the reduction will be treated as a partial payment without any further liability to him.

Securingly information shall bind and keep all the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's covenants and representations shall be joint and several. Any Borrower who ceases to be a party thereto, shall remain liable to Lender and Borrower under this Security instrument until Note without limit of time.

Univerza Ljubljana and Borrelli University have signed an agreement to provide each other with access to the following:

If this Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, in its option, either to restoration or repair of the Property or to do such secured by this Security Instrument, whether or not then due.

In this event of a total taking of the Property, the proceeds shall be applied to the sum received by the SecuritY Lender whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the market value of the Property immediately before the taking is equal to or greater than the amount of the sum received by the market value of the Property immediately before the taking is less than the amount of the sum received by the SecuritY Lender, unless Borrower and Lender otherwise agree in writing, the SecuritY Lender shall receive the amount of the sum received by the SecuritY Lender plus interest thereon from the date of the taking at the rate of twelve percent per annum, until paid to the SecuritY Lender and Lender shall receive the amount of the sum received by the SecuritY Lender plus interest thereon from the date of the taking at the rate of twelve percent per annum, until paid to the SecuritY Lender.

18. Clandestine or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby prohibited and
condemnation of any award or claim for damages, direct or consequential, in connection with any

9. Under no circumstances shall any member of the Board be entitled to inspect or copy any records or documents of the Corporation.

Information can be used to improve the quality of care and reduce the risk of errors. It is important to ensure that information is accurate, timely, and accessible to all healthcare professionals involved in a patient's care.

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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.

DPS 1093
Form 3014 D/90

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OFS 1094

Form 301A 8/80

Page 0 of 0

BRILL (821362)

Given under my hand and official seal, this
day of December, 1993.

Signed and delivered the said instrument in **THEIR** free and voluntary act for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
personally known to me to be the same person(s) whose name(s)

My Commission Expires
January 1, 1994
Notary Public in and for said county and state do hereby certify

This instrument was prepared by Notary Public Michael J. Gorrell, January 8, 1997

1. MICHAEL GORELL AND ROBERTA S. GORELL, HUSBAND AND WIFE IN JOINT TENANCY
in Notary Public in and for said county and state do hereby certify
County ss:

Borrower

(Seal)

Borrower

(Seal)

ROBERTA S. GORELL

(Seal)

MICHAEL GORELL

(Seal)

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

- Check applicable box (s):
24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, it is agreed that each such rider shall be incorporated into and shall amend and supplement
the convenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- Adjutable Rate Rider
 Condominium Rider
 Prelimed Unit Development Rider
 Biweekly Payment Rider
 Biweekly Payment Rider
 Monthly Rider
 Second Home Rider
 Other(s) [specify]
- V.A. Rider
 Balloon Rider
 Graduated Payment Rider
 Rule Interim Rider

25. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, it is agreed that each such rider shall be incorporated into and shall amend and supplement
the convenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.