RECORD & RETURN TO:

WING WM. BLOCK & CO., INC. 254 MARKET SQUARE LAKE FOREST, IL 60045 60045.

THIS DOCUMENT PREPARED BY: SONDRA MOLINARO FOR WM. BLOCK & COMPANY INC.

94009115

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DEPT-01 RECORDING \$29,50 140000 TRAN 5929 01/04/94 15:56:00 43697 4 4-94-009115 009115 COOK COUNTY RECORDER

\_ ( Space Above This Line For Recording Data )\_

LOAN # 655478

#### MORTGAGE

THIS MORTGA (E ("Security Instrument") in given on DECEMBER 27 . The morteager is JOSEPH E. SAMUELS AND WILMA B. SAMUELS, HUSBAND AND WIFE

("Barrawer"). This Security Instrument is given to WM. BLOCK & CO., INC.

ITS SUCCESSORS (K ASSIGNS

In uwal orb, job to gniteixe ban beginning at daidw

STATE OF ILLINOIS

and whose address is

("Londer").

254 MARKET SQUARE

LAKE FOREST, IL 60045

Barrawer awas Lander the principal sum of the HUNDRED FORTY-NINE THOUSAND AND 00/100

Dollars U.S. \$ 149,000.00 ). This debt is evidenced by Berrower's note deted the same date as this Security Instrument ("Note"), which provides for monthly psymente, with the full dobt, if not paid earlier, due and payable on JANUARY 1, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with in orest, and all renewals, extensions and modifications of the Note; (b) the payment of all other nums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (a) the performance of Borrower's coverants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby more County, Illinois: gage, grant, and convey to Landar the following described property located in

LOTS 24 AND 25 IN KRENN AND DATO'S CRIWFORD AVENUE AND EAST PRAIRIE ROAD "L" TERMINAL SUBDIVISION, A SUBDIVISION OF THE SOUTH 10 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 TEN COMPANY OF THE CO. NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 10 26 108 008 AND 10-26-108-007 which has the address of 7809 E. PRAIRIE ROAD

SKOKIE

Chyl

Illinois 60076

(Zip Code)

("Proporty Address");

TOGETHER WITH all the improvements now or hareafter erected on the property, and all essements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1 of 5 pages)



Property of County Clerk's Office

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

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

.2. Funds for Taxes and Insurence. Subject to applicable law or to a written waiver by Landor, Borrower shall pay to Landor 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 lion 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; 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 laderally related mortgage loan may require for Borrower's ascrow account under federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U. S. C. 2801 at seq. ("RESPA"), unless another law that applies to the Funds are a lesses amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesses amount. Lender may astimate 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 a, plicable 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 I or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge 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 parmits 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 foan, unless applicable law provides otherwise. Unless an extrement is made or an applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or annuings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits act ambits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funda half, by Landar exceed the amounts permitted to be hold by applicable law, Londar shall account to Borrower for the excess Funds in account most with the requirements of applicable law. If the amount of Funda hald by Landar at any time is not sufficient to pay the Escrove horse when due, Landar may so notify Borrower in writing, and, in such assa Barrower shall pay to Landar the amount necessary to riske up the delicionay. Borrower shall make up the deficiency in no more than twelve monthly payments, at Landar's sole discretion.

Upon payment in full of the sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2', Under shall acquire or sall the Property, Lander, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender, at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all pryments received by bonder under paragraphs 1 and 2 shall be applied: first, to any propayment thereos due under the Note; second, to emounts 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 tixe), reseasments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instruments, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not point in that manner, Borrower shall pay them on time directly to the person awad gayment. Borrower shall promptly familish to t, add all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall prompt of timish to Londer 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 meriner acceptable to Londer; (b) contests in good faith the lien by or defends against enforcement of the lien in, legal proceedings which in the Londer's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfar of y to Londer subordinating the lien to this Security Instrument. It conder determines that any part of the Property is subject to a fin which may attain priority over this Security Instrument, Londer may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the antions set touch above within 10 days of the giving of notice.

6. Hazard or Property Insurance. Barrower shall keep the improvements now existing or hereafter proceed on the Property insured against lace by fire, hexards included within the term "extended coverage" and any other hexards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the mounts 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 Barrower fails to assistant coverage described above, Lender in 17: 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 kentrary contribution and Lender. Lender may make proof of loss it not made promptly by Borrower.

Unless Londor and Borrower otherwise agree in writing, insurance proceeds shall be applied to region Jun or repair of the Property demand. If the restoration or repair is accommissible and Landor's accurity is not lessened. If it a restoration or repair is not accommissibly fessible or Lendor'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 exercises the Property or does not answer within 30 days a notice from Lendor that the insurance agrier has offered to settle a claim, then Lendor 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 Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or poutpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under
paragraph 19 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 Lander to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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 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 occupanct, unless Lander 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 preceding, whether civil or criminal, is begun that in Lender's good faith judgement could tesuit in forfeiture of the Property or otherwise materially impair 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 talse or insecurate information or statements to Lender (or failed to provide Lender with any material information) in

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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 lessehold, Borrower shall comply with all the provisions of the lesse. If Borrower acquires fee title to the Property, the lessehold and the title fee shall not merge unless Lander agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londer's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Londer may do and pay for whatever is necessary to protect the value of the Property and Londor's rights in the Property. Londer's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attermeys'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 beer 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 causes 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 the Borrower of the mortgage insurance previously in effect, from an alternate mortgage insured approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twellth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or cassed to be in effect. Lender will accept, use and retain these payments as a livest secretary in liquid mortgage insurance. Loss reserve payments may no longer be required, at the option of Lander, if mortgage insurance coverage in the amount and for the period that Lander requires) provided by an insurer approved by Lander 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 require mort for mortgage insurance ands in accordance with any written agreement between Borrower and Lander or applicable law.

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

10. Condemnation. The records 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 ileu of condemnation, are hereby assigned and shall be paid to Lender.

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 exact, rold to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the turns secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any before shall be paid to Borrower.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condenses offers to make an award or settle a claim for demages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to nallest and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Londer and Borrower otherwise agree in writing, any application of preceded to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs. Land 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not 4 Views. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Londer to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successor. It interest. Lender shall not be required to commence precedings 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's successors in interest. Any forbearance by Londer in exercising any right or remody shall not be a waiver of or preclude the exercise of any right or remody.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signer. The coverants and agreements of this Security instrument shall bind and banefit the successors and assigns of Lander and Borrow er, subject to the provisions of paragraph 17. Borrow er's coverants and agreements shall be joint and several. Any Borrower who co-signir this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey this Security Instrument 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 (a) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any age; a modifical with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which note maximum lean 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: In) any such loan 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 return and to Borrower. Londer may choose to make this refund by reducing the principal owed under the Note or by making a direct payment, a Sorrower. It is refund reduced principal, the reduction will be treated as a partial prepayment without any prepayment charge under the lote.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Princity 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 tender 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 be governed by laderal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the conflicting provision. To this and the provisions of this Security Instrument and the Note are declared to be severable.

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

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 for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Landar's prior written consent, Londor 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 Lendar if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Lander 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, Lander may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Initials T.C.

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- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreement; (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 affective 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 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 Service, 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 paicable law.
- 20. HAZARDOUS SUBSTANCES. Barrower 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 class 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 que rities 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, lawauit or other action by any governmental or regulatoly eigency 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 that also Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 1.3, "Hazardous Substraces" are those defined as toxic or hazardous substances by Environmental Law and the following substances: 'jasoline, kerosene, other flammable or toxic petroleum products, toxic posticides 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, unlety or environmental protection.

NON-UNIFORM COVENANTS. Borrow a and Lender further governmt and agree as follows:

- 21. Acceleration; Remedies. Lender that give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (20t 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 this default on under the default; (c) a date, not less than 30 days from the date specified in the notice may result in acceleration or the sums accured 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 of 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 new 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 homestend comption in the Property.
- 24. Alders to this Security Instrument. If one or more riders are execute, by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporater) 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)]

Adjustable Rate Rider	Condominium Ridor	1 · 4 Family Rider
Graduated Paymont Rider	Planned Unit Development Rider	Bl vockly Payment Ride
Balloon Rider	Rata Improvement Rider	Second Home Rider
Other(s) (specify)		10-

5400934.

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any rider(s) executed by Borrower and recorded with it	es to the terme, and covenents contained in this Security Instrument and
Vitnopsos:	
• 1	Att M. 1
	JOSEPH E. SAMUELS Borrows
	Social Security Number 357-72-3417
	2 /
	1 3 Nidam to Samuela
	WILMA B. SAMUELS (Seal)
	74-21 21 2100
	Social Security Number 349-52-3945
<b>O</b> <sub>4</sub>	
70	
(Space Below	v This Line For Acknowledgment) ————————————————————————————————————
	Crapela
TATE OF ILLINOIS,	County se:
" The Unidersige	County ss:  A Notery Public in and for said county and state,
o heroby certify that Aoseigh & OS	county so:  a Notery Public in and for said county and state,  currell and William B
Quality of the same of the possessible see	to me to be the same person(s) whose name(s)
- •	
ubscribed to the foregoing instrument, appeared before	me his day in person, and acknowledged that
gned and delivered the said instrument as $+ ( \cup C )$	ree and voluntary act, for the uses and purposes therein
	4/2
at forth.	- 24h
Given under my hand and official seal, this	27th down December 1993
ly Commission expires:	
	Ladraio Marlely
	Nc.ar Public
	$ au_{6}$
	0,
<b></b>	$O_{r}$
	"OFFICIAL SEAL"
}	BARBARA MICHELINI

Notary Public, State of Illinois
My Commission Expires 2/23/97

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