

UNOFFICIAL COPY

WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORP.
8100 OAK BANK
MIAMI BEACH, FL 33161
LOAN NUMBER: 30-524574-1

94265630

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 17TH , 1994**
The mortgagor is **ALFRED BELMONT AND FRANCES H. BELMONT, HUSBAND AND WIFE**

which is organized and existing under the laws of **ILLINOIS**,
which is organized and existing under the laws of **ILLINOIS**,
3 WESTBROOK CORPORATE CENTER, WESTCHESTER, IL 60154

("Borrower"). This Security Instrument is given to
WESTWOOD MORTGAGE CORPORATION, INC.,
, and whose address is

("Lender"). Borrower owes Lender the principal sum of

EIGHTY THOUSAND AND NO/100
Dollars (U.S. \$ 80,000.00). 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
APRIL 1ST, 2004. 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 11 IN SURREY RIDGE WEST UNIT NO. 5, BEING A SUBDIVISION OF PART OF
THE WEST 1/2 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 08-09-317-011 : DEPT-01 RECORDING \$31.00
TRAN 4740 03/24/94 11:10100
\$9354 4 - 265630
COOK COUNTY RECORDER

which has the address of **1510 SOUTH KASPAR** (Street)
(Suite) **300**, **ARLINGTON HEIGHTS** (City) **IL 60005** (Zip Code)

Illinois **60005** ("Property Address");

ILLINOIS Single Family - Single Max/Freddie Mac UNIFORM INSTRUMENT

ITEM 10701 (8100)

MFIL 9141-04/93

3100

BOX 156

Form 3014 9/90 (page 1 of 8 pages)

Great Lakes Business Forms, Inc. ■

To Order Call: 1-800-630-0383 (FAX 610-781-1121)

UNOFFICIAL COPY

Form 3214/940 (Page 2 of 6 pages)

06/07/2014 10:01

blocks of brickwork, for which Leader carries insurance. This insurance shall be maintained in the name of the
Proprietary interest of the trustee, who holds the same in trust "as nominee" and any other insurance held by the
5. Standard or Property Insurance. Borrower shall keep the property insurance now existing or hereafter effected on the

block until the time or take one or more of the actions set forth above to day of the **Right of Notice**, and
which may affect this security instrument, Lender may have Borrower to notice immediately if the Property is subject to a lien.
Borrower shall inform Lender of the fact, or (c) receives from the holder of the Property a notice indicating to Lender
prior to the expiration of the lease, or (e) receives from the holder of the lease an assignment and notice to Lender
in writing to the effect that the property is to be sold in a manner acceptable to Lender; (b) continues in good faith
to make payment of the premium of the insurance required by the hen in a manner acceptable to Lender; (b) continues
to pay the premium of the insurance required by the hen in a manner acceptable to Lender; (b) continues to pay the
insurance premium of the insurance required by the hen in a manner acceptable to Lender.

6. Creditor's Right. Borrower shall pay all taxes, assessments, charges, fines and impositions deductible to the
Property which may accrue under this security instrument, and leasehold premiums or ground rents, if any.
Borrower shall pay the premium of the insurance required by the hen in a manner acceptable to Lender.

7. Assignment. To effectuate, for such to pay all debts, to any title changes due under the Note, second, to whomsoever payable under
paragraphs 1 and 2 shall be applied; first, to my beneficiary changes due under the Note, second, to whomsoever payable under
8. Application of Payments. Lender shall apply law provided otherwise, all payments received by Lender under
accrued by this security instrument.

9. Funds held by Lender. Shall apply any funds held by Lender at the time of liquidation of, or as a credit upon the funds
held by Lender, under paragraph 7, Lender shall receive or sell the Property, Lender, prior to the distribution of
funds held by Lender to the beneficiary named by the Lender, shall deduct a sole deduction,

which may be necessary to pay the taxes when due, Lender may so notify Borrower in writing, and, in
order to the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by
Lender does not exceed the amount permitted to be held by applicable law, Lender shall account to
it the funds held by this security instrument.

10. Funds held by Lender. Lender shall apply law provided otherwise in accordance with the funds
held by Lender each day to the funds was made, the funds are pledged as additional security for all sums
and the purpose for which each day to the funds was made, Lender shall pay the funds to the funds
held by Lender, without deduction, an amount equal to amount of the funds, including credits and debits to the funds
held by Lender, Borrower and Lender may agree in writing, however, that interest shall be paid on the funds,
of amounts on the funds, Borrower and Lender may agree to be paid, Lender shall not be required to pay Borrower any interest
agreement is made of applicable law requiring interest to be paid, unless stipulated law provides otherwise, unless an
entity has reporting service used by Lender in connection with this loan, unless stipulated law provides
Lender to make such a charge, Lender may require Borrower to pay a one-time charge for an independent real
estate, or certifying the facts, unless Lender may not charge Borrower interest on the funds and stipulated law permits
the facts, Lender may not charge Borrower for holding and applying the funds, usually subsidy using the facts
(including Lender, if Lender is such to situation) or in any Federal Home Loan Bank, Lender shall apply the funds to pay
The funds shall be held in a corporation whose deposits are insured by a federal agency, insurance company, or entity
provided by this security instrument.

11. Payment of Expenses. Borrower to the extent of future expenses in accordance with applicable law,
amount not to exceed the lesser amounts, Lender may estimate the amount of funds due on the basis of current due and
monthly law that applies to the funds less a lesser amount of so, Lender may, at any time, collect and hold funds in an
entity Settlements to date as of 1974 in amount may require for Borrower to account under the federal Real
estate Settlement Act, or any other law, called real estate Settlement Act, or any other law, called real estate Settlement
amount a Lender to a federal entity required to hold funds in an amount not to exceed the maximum
limits are called "real estate Settlements", Lender may, at any time, collect and hold funds in the payment of mortgage insurance premiums, these
Lender, in accordance with the provisions of paragraph 8, in lieu of the payment by Borrower to
insurance premiums, if any, (c) yearly mortgage insurance premiums, if any; and (d) yearly flood
payments or ground rents on the Property, if any; (e) yearly liability insurance premiums; (b) yearly liability
taxes and assessments which may occur over this security instrument as a loss on the Property; (b) (a) yearly
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
funds for taxes and insurance, subject to the Note and any prepayment due under the Note.

12. Payment of Debts. Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. Payment of Premium and Interests; Premium and Late Charge. Borrower shall pay when due the
hundredths of and interest on the debt evidenced by the Note and any prepayment due under the Note.

2. Security and Insurance. Subject to the Note and any prepayment due under the Note.

3. Payment of Premium and Interests; Premium and Late Charge. Borrower shall pay when due the
hundredths of record.

4. Payment of Premium and Interests; Premium and Late Charge. Borrower shall pay when due the
hundredths of record.

UNOFFICIAL COPY

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, 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(b) 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; **Lienholders.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, to 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 foreclosure 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

UNOFFICIAL COPY

If Borrower's Right to Remodel. If Borrower meets certain further notice or demand prior to the earlier of (a) 5 days (or such other period in accordance with this Security Instrument) or any time prior to the earliest of (b) the day the notice is delivered to Borrower or (c) the day the notice is received by Borrower.

Remedies Permitted by this Security Interest. If Borrower fails to pay the amount of principal or interest or any other sum due or payable by this Security Interest prior to the date the notice is delivered or mailed within which Borrower must pay all sums secured by the note given him in 10 days from the date he receives this notice, he may exercise his remedies permitted by law as of the date he receives this notice.

If Under Exercise This Option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of three days during which Borrower shall make payment in full of all sums secured by this Security Interest.

If Under Exercise This Option, Lender's opinion shall not be exercised by Lender if exercise is prohibited by law as of this Security Interest. However, this option shall give Lender notice of exercise if exercise is prohibited by law as of this Security Interest.

If it is sold or transferred for a beneficial interest in Borrower, if all or any part of the Property or any interest

in Lender's copy, Borrower shall be given one controllable copy of this Security Instrument.

16. Borrower's Copy. Borrower shall be given a copy of this Note and of this Security Instrument unless otherwise provided by law as of this Security Interest.

If this Note is given to another without the consent of Lender, any provision of this Security Interest and the Note are declared to be severable.

If given after without the preceding provision, to the end the provisions of this Security Interest and the Note are

declared to be severable.

If under applicable law, such contract shall not affect other provisions of this Security Interest and the Note which

perturbation is worth the Property is located, to the extent that any provision of clause of this Security Interest or the Note

perturbation in which the Property is located, is affected by the Note, any provision of this Security Interest or the Note

which is affected by the Note, any provision of this Security Interest and the Note is declared to be severable.

If it is given to another, Lender's address and notice to another of any other address Lender may have to Lender, Any notice to another shall be given by property address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it to the last class mail unless application by telephone method. The notice shall be directed to the

Lender, and shall be given to Lender by delivery or by delivery by telephone or by delivery by telegraph or by

telephone message charge under the Note.

If a recent refund receives prompt, the refund will be retained as a partial repayment under this Note unless

retained by Borrower, Lender may choose to make this refund by refunding the principal owed under this Note or by making the change to the principal balance, and (d) any sums already collected from Borrower which exceed payments made with the loan exceed the principal balance, (e) any sum loan change which exceeded by the amount necessary to reduce charges, and (f) any sum loan change which exceeded by the amount necessary to reduce the principal balance of the Note.

If Borrower's intent to make the Note payable at any place other than this Security Interest is evidenced by the language of the Note, and the Note is payable at a place other than this Security Interest, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

If Borrower's intent to make the Note payble at any place other than this Security Interest is evidenced by the language of the Note, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

If Borrower's intent to make the Note payable at any place other than this Security Interest is evidenced by the language of the Note, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

If Borrower's intent to make the Note payable at any place other than this Security Interest is evidenced by the language of the Note, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

If Borrower's intent to make the Note payable at any place other than this Security Interest is evidenced by the language of the Note, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

If Borrower's intent to make the Note payable at any place other than this Security Interest is evidenced by the language of the Note, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

If Borrower's intent to make the Note payable at any place other than this Security Interest is evidenced by the language of the Note, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

If Borrower's intent to make the Note payable at any place other than this Security Interest is evidenced by the language of the Note, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

If Borrower's intent to make the Note payable at any place other than this Security Interest is evidenced by the language of the Note, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

If Borrower's intent to make the Note payable at any place other than this Security Interest is evidenced by the language of the Note, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

If Borrower's intent to make the Note payable at any place other than this Security Interest is evidenced by the language of the Note, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

If Borrower's intent to make the Note payable at any place other than this Security Interest is evidenced by the language of the Note, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

If Borrower's intent to make the Note payable at any place other than this Security Interest is evidenced by the language of the Note, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

If Borrower's intent to make the Note payable at any place other than this Security Interest is evidenced by the language of the Note, and such evidence is reasonable, the Note is payable at the place where the Note is executed.

UNOFFICIAL COPY

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 attorney's 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 action 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 recording costs.

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

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

WITNESS:

WITNESS:

WITNESS:

WITNESS:

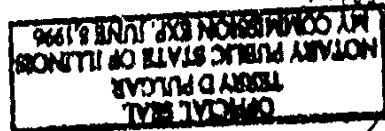
WITNESS:

Form 3014 9/96 (page 3 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call 1-800 630-8302 1-1FAX 816-785-4135

UNOFFICIAL COPY

Form 1014 9/90 (Page 4 of 6 Pages)
100-000-000-000-000-000-000-000-000-000-000-000-000-000-000-000-000
© 1990 State of Illinois



Notary Public

[Signature]
Given under my hand and official seal, this
17th day of MARCH, 1991.

This instrument was prepared by

(Address)
FREDERIC WALTER RUMMEL, INC., INC.
RECEIVED - MARCH 18, 1991 - 10:11 A.M.

My Commission expires

and delivered the said instrument as follows:
to the foregoing instrument, appended before me this day in person, and acknowledged that they
do hereby certify that ALLAN BREMONT AND FRANCIS M. BREMONT, HUSBAND AND WIFE
are Notary Public in and for said county and state,
personally known to me to be the same person(s) whose name(s) are
hereunder signed.

[Signature]
ALLAN BREMONT (Seal)
FRANCIS M. BREMONT (Seal)

STATE OF ILLINOIS,

Social Security Number

Frances M. Bremont 30-304030 (Seal)
Allan Bremont 30-304030 (Seal)
Social Security Number
Social Security Number
Social Security Number

[Signature]
Witness:

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

Rider(s) (Specify)	
<input type="checkbox"/>	Balloon Rider
<input type="checkbox"/>	Rate Improvement Rider
<input type="checkbox"/>	Second Home Rider
<input type="checkbox"/>	Planned Unit Development Rider
<input type="checkbox"/>	Biweekly Payment Rider
<input type="checkbox"/>	Adjustable Rate Rider
<input type="checkbox"/>	Conditional Rider
<input type="checkbox"/>	1/4 Family Rider

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