

95481076  
**UNOFFICIAL COPY**

Document No. 02501449

filed of record in Recorder's office of

Cook County,

Illinois on July 10, 1992

at 10:40 o'clock A.M.

**RELEASE OF MORTGAGE**

Cook County  
Recorder of Deeds

DEPT-01 RECORDING \$23.50  
T90008 TRAN 9556 07/21/95 14:42:00  
1507 JB #95-481076  
COOK COUNTY RECORDER

KNOW ALL PERSONS BY THESE PRESENTS, that BLAZER FINANCIAL SERVICES, INC., a corporation organized and existing under the laws of the state of Illinois, having an office at 2212 W. 95th St.,

City of Chicago, County of Cook, State of Illinois,

hereby certifies and declares that the mortgage dated July 2nd, 1992, 1992,

executed by Quincy P. White and Armentia White, his wife,

MORTGAGOR, to Blazer Financial Services, Inc.,

MORTGAGEE, and recorded July 10, 1992, in the office of the Recorder of the

County of Cook, State of Illinois, in Book of mortgages, at page ,

or Micro Film Number , together with the debt thereby secured, is fully paid, satisfied, released, and discharged, and that the property described in such mortgage is released from the lien of the mortgage.

**FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.**

IN WITNESS WHEREOF, BLAZER FINANCIAL SERVICES, INC. has caused these presents to be duly signed by its Senior Vice Prethereunto authorized by resolution of its Board of Directors on July 10, 1995.

BLAZER FINANCIAL SERVICES, INC.

WITNESSES:

T. Schalk

Attest:

Hazel A. Brott

Hazel A. Brott, Asst. Secretary

By James K. Garner, Senior Vice President

**ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Before me personally appeared James R. Garner

to me well known, and known to me to be the individual described in and who executed the foregoing instrument as the duly authorized S. V. Pres. of the above named Blazer Financial Services, Inc., a corporation, and acknowledged to and before me that he executed such instrument as such S. V. Pres. of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 10th day of July, 1995.

My Commission Expires:  
0829-13 (Illinois) 1/95



DANA Q. ROBINSON  
My Commission CC317142  
Expires Sep. 20, 1997  
Bonded by HAI  
000-422-1556

Notary Public

23 50  
JW

LOT 66 IN R. R. PERCIVAL SUBDIVISION OF THE NORTHERN 1/4 OF THE  
NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 78 NORTH,  
RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY,  
ILLINOIS.

Tax Parcel Number 20-17-203-022

Also Known As 5522 S. Morgan, Chicago, IL 60621

Prepared by \_\_\_\_\_  
Janet Gifford  
2212 W. 9th St.  
Chicago, IL 60641

## MORTGAGE

No. \_\_\_\_\_

to \_\_\_\_\_

State of \_\_\_\_\_

County } ss. No. \_\_\_\_\_

This instrument was filed for record in the Recorder's  
office of \_\_\_\_\_

County aforesaid, on the \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. 19\_\_\_\_\_, at

o'clock \_\_\_\_\_ M. and recorded in Book  
on page \_\_\_\_\_

Recorder \_\_\_\_\_

Peterson To  
BLAZER FINANCIAL SERVICES, INC.  
2212 W. 9th St.  
To Rec 43185  
95481076 11 00043



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**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.

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 amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, 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 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, 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 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 Waiver.** 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 interest. 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 Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower 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, modify, forbear or make any accommodations 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 sets maximum loan 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: (a) 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 refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**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 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 be 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 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 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 Note and of this Security Instrument.

**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

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**A. Alternative framework.** If the sender receives information about his or her own actions by this channel, the message coverage will be increased to the maximum extent possible given the constraints of the channel. The receiver will then receive information about the sender's behavior, which will be used to update his or her beliefs about the sender's intentions. This process will continue until the sender's behavior is fully understood by the receiver.

Any amounts disbursed by Lender under this paragraph <sup>7</sup> shall become additional debt of Borrower secured by this Security Instrument, unless otherwise agreed to in writing by Lender.

Contractor and Borrower agree in writing, any application of proceeds to principal shall not exceed the amount necessary to pay off the debt prior to the acceleration.

An insurance provider may receive a sum of money from the policyholder in exchange for accepting to provide a sum of money to the policyholder in the event of a loss or damage to the insured asset.

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**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 debt evidenced by the Note and any prepayment 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 federally 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. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate 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 Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits 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 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. Borrower 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 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 payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts 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 household 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 these 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 shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**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.

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<sup>17</sup> *Walter of Bourne*, *Walter of Bourne*, *Walter of Bourne*, *Walter of Bourne*

Institutional without charge to the writer. The author will bear any recording costs.

SUS CINQUETI GOVERNANTS. HISTOIRE ET LEIS DE LA MONARCHIE ESPAGNOLE, PAR M. DE RIBERA.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by the Environmental Law and the following substances: asbestos, lead paint, radon, radon progeny, asbestos cement products and herbicides, volatile solvents, chlorinated compounds or pesticides, and radioactive materials. As used in this paragraph 20, "Environmental Law", means federal laws and laws of the jurisdictions where the property is located relative to health, safety or environmental protection.

However, shall profound knowledge lead us to any investigation, claim, demand, lawsuit or other action by any sovereign entity or agency of private party to recover the Property and any damages suffered or compensation due to him or his dependents, heirs, assigns, or successors in title, he shall necessarily remand actions in accordance with the aforementioned 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 Property, or storage or handling of small quantities of Hazardous Substances that are generally recognized to be appropriate to sound residential uses and to maintenance of the Property.

The notice will also contain any other information required by applicable law.

rights to remedies shall not apply in the case of acceleration under paragraph 19.

18. Borrower's Right to Remedy. If Borrower violates certain conditions, Borrower shall have the right to have agreement of this Security instrument disclaimed 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) the earlier of a judgment enjoining this Security instrument. Those conditions are that Borrower fails to pay any sum which he would be due under this Security instrument and the Note as if no acceleration had occurred; (c) causes an default of any other co-signatory of agreements; (d) pays all expenses incurred in enforcing this Security instrument; and (e) causes an default of any other co-signatory of agreements.

If a customer exercises this option, the vendor shall give the buyer notice of acceptance within 30 days from the date the notice is delivered or otherwise within 30 days from the date the notice was provided to the vendor.

However, this option should not be exercised by learners if exercise is prohibited by federal law as of the date of this section's enactment.

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THIS CONDOMINIUM RIDER is made this .....11/01..... day of .....MAY....., 19..95..., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to .....AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
.....2704 BURLAN DRIVE, UNIT #101, BURSTONWOOD, IL, 60062.....  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

COBBLEWOOD CONDOMINIUM

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

  
LAWRENCE N. FELDMAN .....(Seal)  
Borrower

  
DIANE L. FELDMAN .....(Seal)  
Borrower

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## American National Bank and Trust Company of Chicago

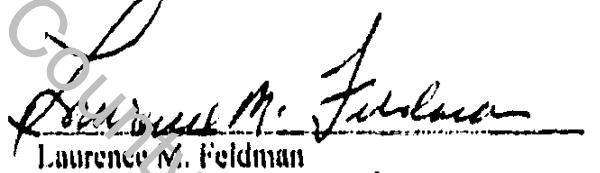
33 North LaSalle Street/Chicago, Illinois 60602/(312) 661-5000

### Balloon Rider

\* If the monthly installment herein is more than twice the regularly scheduled monthly installments, it is identified as a **BALLOON PAYMENT**.

THIS LOAN IS DUE AND PAYABLE IN 7 YEARS. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

July 11, 1995

  
Laurence M. Feldman  
Laurence M. Feldman

  
Diane L. Feldman  
Diane L. Feldman

Balloon. 11/94

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