

# UNOFFICIAL COPY

95626949

DEPT-01 RECORDING \$33.00  
T00010 TRAN 2743 07/19/95 11:27:00  
#1912 & C.J. #95-626949  
COOK COUNTY RECORDER

56

[Space Above This Line For Recording Data]

## MORTGAGE

Box 260

THIS MORTGAGE ("Security Instrument") is given on ... AUGUST, 21, 1995. The mortgagor is .PETER J. BIRNBAUM, AS TRUSTEE OF THE PETER J. BIRNBAUM TRUST ("Borrower"). This Security Instrument is given to ..... AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ..... which is organized and existing under the laws of UNITED STATES OF AMERICA ..... and whose address is ..... 33 North LaSalle Street, Chicago, Illinois, 60690 ..... ("Lender"). Borrower owes Lender the principal sum of ... THREE HUNDRED FORTY EIGHT THOUSAND AND NO/100..... Dollars (U.S. \$ 348,000.00....). 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 ..... SEPTEMBER 1, 2002. 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 29 IN RUNTZ SUBDIVISION OF THE NORTH 1/2 OF LOT 12 IN NORTH ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

TAX I.D.# 14-33-412-010

ATTORNEYS' TITLE GUARANTY FUND, INC.

which has the address of ..... 335 W. MENOMONEE .....  
(Street)

CHICAGO

IL61

Illinois ..... 60614 ..... ("Property Address");  
(Zip Code)

95626949

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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.

3309

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PREPARED BY: M. JEAN BARRYRO

#### My Commission aspirations:

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

....., personally known to me to be the same person (s) whose name is) T.B.....  
....., described to the foregoing instrument, appeared before me this day in person, and acknowledged that he.....  
....., signed and delivered the said instrument as his, free and voluntarily, for the uses and purposes therein

do hereby certify that ... PETER J. BLINNBAUM

• Notary Public in and for said county and state.

STATE OF ILLINOIS ..... County ss:

#### The For Acknowledgment

### Social Security Number

1000

(marc).....

www.moscow-math.com | +7 925 261 2066

LETTEN 31, BUNNBRUNN - LERNSTÜDIE 8 - 1928

(1955) ——————

PERLMUTTER, J. BIRNBAUM AS TRUSTEE OF THE

18 The effects of the carbonaceous contaminant in this scenario, however,

Second Home Rider

(ମୁଦ୍ରା ପରିଚାଳନା କାର୍ଯ୍ୟକ୍ରମ ପରିଷଦ୍ ଦ୍ୱାରା ମୁଦ୍ରଣ କରାଯାଇଛି)

Digitized by srujanika@gmail.com

Instrumental as if the rider(s) were in front of this Security

Other(s) (specify)

Balloon Rider

Qualified Payment

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**ပြောမှုကျမှုပါန** ရှိသူများ

22. Rilders to this Security Instrument. If one or more rilders are executed by Borrower and recorded together with this Security Instrument, the co-signers and signers of each instrument shall be incorporated into and made a part of this Security Instrument.

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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, Reservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasetholds.** 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, 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 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.

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

17. Transfer of the Property or a Beneficial Interest in Borrower is sold or transferred and Borrower is not a natural

are declared to be severable.

18. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located, in the event that any provision or clause of this Security Instrument or the Note

jurisdiction in which the Property is located, such contract shall not affect other provisions of this Security Instrument or the Note

which applies to this Security Instrument.

19. Assignment of the Security Interest. The security interest shall be governed by federal law and the law of the state

in which the Property is located, by first class mail unless applicable law requires use of another method. The notice shall be directed to the

1st. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to

any payee named charge under the Note.

20. Payment to Borrower. If a general reduction will be received as a partial payment without a direct reduction to Borrower, Lender may choose to make this refund by reducing the principal, and under the Note or by making

the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the amount necessary to reduce

which the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce

charges, and that law is finally interpreted so that the interest or other loan charge collected to be collected in connection

21. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

conscient, Borrower or maker any accommodations with regard to the terms of this Security Instrument or the Note without liability,

sums secured by this Security instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, or otherwise amend the terms of this Security instrument by written agreement between the parties.

22. 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 is co-signing its Security instrument only to mortgage, furnish and convey him

of paragraph 17, Borrower's covenants and agreements shall be liable to the original Borrower or successors in interest. Lender

shall not be liable to the original Borrower or successors in interest if Lender is granted any right or remedy.

23. Lender is authorized to collect and apply the proceeds of this Security instrument or to exercise any right or remedy

or to the sums secured by this Security instrument, whether or not such

is given, Lender is authorized to collect and apply the proceeds, at his option, either to repossess or repossess of the Property

make an award or settle a claim for damages, Borrower shall be liable to respond to Lender within 30 days after the date the note

if the Property is abandoned by Borrower, or if, after notice to Borrower that he condones offers to

24. The proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are otherwise pro-

vided, before taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise pro-

vides, the fair market value of the Property immediately before the taking is less than the amount of the sums secured in

which the fair market value of the Property, in the event of a partial taking of the Property in immeidately before the taking, Any balance shall be paid to Borrower, in the amount of the sums secured in

(a) the total amount of the sums secured before the taking, divided by (b) the fair market value of the Property

secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing, the following fractions:

by this Security instrument immediately before the taking is equal to or greater than the amount of the sums secured

fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum

whether or not such taking, 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

and shall be paid to Lender.

any condemnation of either taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned

25. Condemnation. The proceeds of any award or claim for damages, due to or condemnation, in connection with

give Borrower notice to the time of or prior to an inspection specifically regarding cause for the condemnation.

9. Inspection. Lender or his agent may make reasonable entries upon and inspect any premises of the Property. Lender shall

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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.

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3. Hazard of property insurancce. Borrower shall keep the improvements now existing or hereafter erected in the Project insured against loss by fire, hazards included within the term „extended coverage“ and any other hazards, the Project insured against loss by fire, hazards included within the term „extended coverage“ and any other hazards, for which Leender requires insurance, for which Leender requires insurance, the insurance included in the amounts and for the periods that Leender requires. The insurance carrier providing this insurance shall be chosen by Borrower subject to Leender's approval which shall not be unreasonable without valid, if Borrower fails to maintain coverage described above, Leender may, at Leender's option, obtain rights in the Project in accordance with paragraph 7.

Dorower shall prominently display a sign which has priority over this Security Instrument, unless Dorower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or defeats any enforcement of the lien in, legal proceedings which it the Lender, or (c) conveys to good faith the lien to another who has priority over this instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2! shall be applied first, to any prepayment charges due under Note; second, to immovable payable under paragraph 2! third, to interest due; fourth, to principal due; and last, to any fee, charges due under Note.

no more than twelve months by payment, at Lender's sole discretion.

If the Funds held by Lennder exceed the limits permitted to be held by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lennder exceeds the limits permitted to be held by applicable law, Lennder shall make up the deficiency in accordance to the terms and conditions of this Agreement.

נחותה של החלטת ממשלה כשלעצמה של ממשלה או של מדינה או של אומה.

amounts to a burden for a taxpayer to bear in order to receive a matching gift loan may require that both the software's escrow account under the federal rules

load insurance premiums, if any); (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, 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

3. Funds for Taxes and Insurance. Subject to the rules and regulations of the Board of Education, the Board may appropriate money for taxes and insurance on the real and personal property of the school system.

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

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

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## Balloon Rider

\* If the monthly installment herein is more than twice the regularly scheduled monthly installment, 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.

Peter J. Birnbaum As Trustee of  
Peter J. Birnbaum Trust

August 31, 1995

X Peter J. Birnbaum

95626919

Balloon. 11/94

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Property of Cook County Clerk's Office

656269-16

ON REQUEST