1 loan # 0158720 After Recording Return To # Frenared By Mongage Resource Group, Inc. 7544 West North Avenue 5 Firewood Park, It no635

THIS MORTONIA ("Security Instrument") is given on September 29, 1995.

The mongagor is Martin W. Nieman and Elizabeth G. Gottlieb , husband and wife ("Regressor") This Security Institution is given to

Mortgage Resource Group, Inc., which is organized and existing under the laws of Illinois, and whose

7544 West North Avenue, Elmwood Park, IL 60635 ("Lender"). Borrower owes Lender the principal sum of One Hundred Sevency Seven Thousand and no/100 Dollars (U.S. \$177,000.00). 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 deet, if not paid carrier, due and payable on October 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt codenced 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 dustrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the following described property located in Cook County, Illinois:

LUT 9 IN BLOCK 2 IN CLOSE'S SUBDIVISION OF THE EAST 1/2CF THE WEST 1/2OF THE WEST 1/2 OF THE SOUTHWEST 1/4 WITH RESURDIVISION IN VILLAGE OF RIDGELAND OF LOTS 16 TO 23 INCLUSIVE IN BLOCK 45, LOTS 1 TO 11 INCLUSIVE IN BLOCK 48, LOTS 1 TO 13 INCLUSIVE AND THE SOUTH 25 FEET OF LUT 14 IN BLOCK 33 AND LOT 23 IN THE RESURDIVISION OF BLOCK 58 IN THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.J.N.:16-08-300-026-0000

which has the address of 139-North Cuyler, Oak Park, Illinois 60302

TOXICIHER WITH all the improvements now or hereafter creeted on the property, and all easements, appurienances, and fixtures new 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 seised of the estate hereby conveyed and has the right to enongage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. florrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BUX 5.3.CII . of species

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

UNIFORM CONTINANTS. Borrower and Lender coverage and agree as follows:

- 1 Payment of Principal and Interest; Prepayment and Late Charges. Bourower 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 Bortower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "I seriow Items" I ender 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 eserow 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 Unids sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser appoint. I ender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future I second items or otherwise in accordance with applicable law.

The lands shall be acld in an institution whose deposits are insured by a federal agency, instrumentality, or entity oracluding Lender, if Lender to such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Foctow fieths. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Isserow 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 has reporting service used by Lender in connection with this toan, 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 Lunds. Borrower and Lender may agree in softing, 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 the which each debit to the Funds was made. The thirds are pledged as additional security for all sums secured by this because Instrument

If the Lunds 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 Forrower 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 direction.

Upon payment in full of all sums secured by this Security Instrument, confer shall promptly refund to Borrower any bands held by Lender, It, under paragraph 21, Lender shall acquire or sell the Property. Lender, prior to the acquisition or sale of the Property, shall apply any bunds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Physicists. 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. (Tanges: Lieux. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments of ground regis, 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 true 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.

Forrower 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 tien by or defends against enforcement of the lien in legal proceeding; 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 Incurance. Borrower shall keep the improvements now existing or hereafter creeded on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other bazards, including

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floods of flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph. 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Fender shall have the right to hold the policies and renewals. If Fender 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 extret and Lender Tender 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 abandous 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 is writing, any application of proceeds to principal shall not extend of postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. It under paragraph 21 the preperty is acquired by Lender, Forrower's right to any insurance policies and proceeds resulting from damage to the Property mior 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, Traintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Bortower's principal residence for at least one year after the date of occupancy, unless 1 ender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are occord Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or co and waste on the Property. Borrower shall be in default if any forfeiture across or proceeding, whether civil or criminal, is began that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the fien crezied by this Security Instrument of 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 Borrover's interest in the Property of other material impairment of the lien creeted by this Security Instrument or Lender's security interest. Bostower shall also be in detault 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 Borrow a's occupancy of the Property as a principal residence. If this Scentity Instrument is on a leaschold, Bottower shall courtly with all the provisions of the lease. If Borrower sequires fee title to the Property, the feeschold and the fee title shall not in tree unless Lender agrees to the merger in winnie

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants 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 bankraptcy, 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 Projecty. Lender's actions may include paying any sums secured by a firm which has priority over this Security Instrument, applicating in court, paying transmable attorneys fees and entering on the Property to make repairs. Although Lender may take action under this paragraph. I 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 one of disbursement at the Noie rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If I ender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Horrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any teason, the mortgage insurance coverage required by I ender 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 I ender. 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

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coverage lapsed or ceased to be in effect, bender 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 on the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes an ariable 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 of 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 her 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 marker value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following teaction (a) the total arrount of the sums secured immediately before the taking, divided by (b) the fair marker value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the ageng, unless florrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds and be applied to the sums secured by this Security Instrument whether or not the sums secured then due

If the Property is abandoned by Poscower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or soule a claim for damages. Postrower fails to respond to Lender within 30 days after the date the notice is proven. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property of to the sums secured by this Security Instrument, whether or not then due.

Unless Limiter and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postnone the due date of the monthly payments referred to in paragraphs. I and 2 or change the amount of such payments.

- 11. Horrower Not Released; Forbearance By Leader 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'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. Soccessors and Assigns Pound; Ioint 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. Burrower's covenants and agreements shall be joint and several. Any Forrower who co-signs this Security Instrument only to mortgage, grant and convey that isotrower'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 I ender and any other Borrower may agree to extend, modify, forbeat or make any accommodations with regard to the terms of this Security Instrument of the Note without that isotropact'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 surse already collected from Borrower which exceeded permitted limits will be reduced to Borrower I ender 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
- It. Florence. And notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailting it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of 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

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- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the turnsdiction 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 of a Heneficial Interest in Borrower. It all or any part of the Property of any interest in it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- It 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. It Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted in this Security Instrument without further notice or demand on Borrower.
- 18. Horrower's Right to Remetate. If Borrower meets certain conditions, Borrower shall have the right to have entercement 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 (or entry of a judgment entorcing this Security Instrument. Those conditions are that Borrower: (a) pass lender all sums which then would be due under this Security Instrument and the Note as if no acceleration 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 autorneys' 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 ball 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 (eccleration under paragraph 17
- 19. Sale of Note; Change of Loan Services. The Note of 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 denown as the "Loan Services") that collects monthly payments due under the Note and this Security Instrument. There also may be one of more changes of the Loan Services unrelated to a sale of the Note. If there is a change of the Loan Services, therefore, will be given written notice of the change in accordance with paragraph. It above and applicable law. The notice will state the name and address of the new Loan Services 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 cise 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.

Business shall promptly give Lender written notice of any investigation, claim, demand, lawsun or other action by any governmental or regulatory agency or private party involving the Property and any Pazardous Substance or Fuvironmental Law of which florrower has actual knowledge. If Burrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Fazardous 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, "Bazardous Substances" are those substances defined as toxic of bazardous substances to havercommental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic percedus and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Invironmental Law" means federal laws and laws of the jurisdiction where the Property is located that reface to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration: Remedies. I ender shall give notice to Borrower prior to acceleration following Porrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable lass provides otherwise). The notice shall specify: (a) the default: (b) the action required to cure the default; (c) a date, not less than 3d 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 Scentity instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remarke after acceleration, and the right to assert in the foreclosure proceeding the non-existence of a default or any other

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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 opposed may require immediate payment in full of all sums secured by this Security Instrument without further nemand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses mourted in pursoing the remedies provided in this paragraph. 21, including, but not limited to, reasonable attorneys' fees and costs of title explores.

22. Robert 1 pon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, authors a charge to Borrower Borrower shall pay any recordation costs.

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

24. Riders to this Society Instrument. If one or more riders are executed by Borrower and recorded together with this because instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and suppressent the coverants and agreements of this Security Instrument as if the riderts) were a part of this Security Instrument, these applicable boxes?

	minium: Rider [] 1-4 Family Rider J. Vinit Dievelopment Rider [] Biweekly Payment Rider mprovement Rider [] Second Home Rider
Instrument and in any indexes executed by Horrower and rec	grees to the terms and covenants contained in this Security orded with it.
Witnesses	1
Q _x	Marian W Milling in (Scal
C	Martin W. Nieman Borrower
	(Seal)
	Elizabeth G. Gottlieb -Romower
	0
	(Seal) -Borrower
	SSG
	(Scal)
(Some Balon Thin)	-Borrower SS#:
Topias again included	Carlo Carrette are
STATE OF BELINDIS.	Cook County ss: Notary Public in and for said county and etate, do hereby certify
what is	solary Public in and for said contry and male, no nereby certify
	G. Gottlieb , husband and wife.
personally known to me to be the same person(s) whose na	subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged	that 7 has signed and delivered the said instrument as
tree and voluntary act, for the uses and p	
theren under my hand and official scal, this	7/1 day of 1 19 19 19

FICIAL SEAL"

A Nemecek

State of Illinois

Expires 2/7/96

Form 3014 9/90 (page 6 of t pages)

My Commission expires

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