

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
THE NORTHERN TRUST COMPANY  
ATTN: HOME LOAN CENTER, B-A  
50 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60675

Prepared by  
THE NORTHERN TRUST COMPANY  
CHICAGO, IL 60675

96148206

DEPT-01 RECORDING \$33.50  
T\$0011 TRAN 0547 02/27/96 13:48:00  
\$0598 + RV \*\*-96-148206  
COOK COUNTY RECORDER

THE TERMS OF THIS LOAN  
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 20, 1996 . The mortgagor is  
ANNE L. HIRSCH  
AND JAMES B. GOLDBERG, WIFE AND HUSBAND  
AND JACK J.K.HIRSCH MARRIED TO ELAINE HIRSCH \*\*

("Borrower"). This Security Instrument is given to  
THE NORTHERN TRUST COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 50 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60675 ("Lender"). Borrower owes Lender the principal sum of  
EIGHTY FIVE THOUSAND AND 00/100

Dollars (U.S. \$ 85,000.00 ).

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 MARCH 1, 2011 . 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 226 IN GEORGE F. NIXON AND COMPANY'S NILES CENTER GARDENS  
SUBDIVISION, ADDITION TO HOWARD LINCOLN AND CICERO, A SUBDIVISION OF  
PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*ELAINE HIRSCH IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING  
ANY AND ALL MARITAL AND HOMESTEAD RIGHTS

ATTORNEYS NATIONAL  
TITLE NETWORK

which has the address of 5024 WEST JARVIS , SKOKIE

Street, City .

Illinois 60077

Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 6/91

VMP 6R(IL) 194081

VMP MORTGAGE FORMS - 18001621-7271

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Initials: JAH, JKH, OAA

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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 this instrument in a manner acceptable to Lender; (b) consents 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 substitution of (c) securities from the holder of the Lien in accordance with the terms of this instrument; or (d) pays in full the amount of the Lien to the Lender.

4. **Charges, Liens, Borrower's Rights.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and leasedhold paymarks 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. It Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender under paragraph 21, Lender shall acquire or sell the Property under prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of requisition or sale as credit against the 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 months after Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurancematurity, or entity including Lender, if Lender is such as specified) 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, normally mandating 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. Lender shall agree to make or acceptable law requires interest to be paid, Lender shall not be required to pay. Borrower any interest or earnings on the Funds, however, 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 security for all sums secured by this Security instrument.

Estoppel items or otherwise in accordance with applicable law.

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 accrue prior to 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; (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 "Lessee items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount available for a federally related mortgage loan as required under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds sets a lesser amount. It also, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, set a lesser amount, if less than the amount collected and held by Lender, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue prior to over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; and (c) yearly hazard or property insurance premiums.

1. **Prepayment 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.

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

**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.

**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.

EXCETTIVELY WITHIN THE BOUNDARIES OF THE PROPERTY, AND IN RESPECT OF THE PROPERTY AS A WHOLE, THE SECURITY INSTRUMENT IS REPELLED BY THIS SECURITY INSTRUMENT.

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the 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.

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 10 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, Preservation, Maintenance 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 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 (e.g., 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

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Initials: W.M.  
Date: 10/02/2022

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of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address of any Notes. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to Borrower.

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 charge under the Note. Lender may exceed the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be reduced to the permitted limit; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceeded the permitted limit; and (b) any such loan charges collected or to be collected in connection with the loan that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan charges, is subject to a law which sets a maximum loan charges.

13. **Lawn Charges.** If the loan secured by this Security Instrument is subject to a law which sets a maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without Borrower's consent. Secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or rescind the Property under the terms of this Security Instrument; (d) is not personally obligated to pay the sums Borrower's interest in the Security instrument (a) is co-signing this Security Instrument only to mortgage, grant and convey that instrument but does not execute the Note; (b) is co-signing this Security Instrument only to mortgage, grant and convey that instrument shall be joint and several. Any Borrower who co-signs this Security paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower, subject to the provisions of Security Instrument shall bind him and benefit the successors and assigns of Lender and Borrower, except to the extent of any remedy of any party or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability;** The covenants and agreements of this instrument shall operate to release the sums secured by this Security Instrument if granted by Lender to any successor in interest. Any forbearance by Lender in exercising any right of remedy shall not be a waiver of or preclude the successors in interest. Any forbearance by Lender in exercising any right of remedy shall not be a waiver of or preclude the sum secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's immediate predecessors against any successor in interest or release of title for payment or otherwise modify amortization of the sum secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's immediate predecessor in interest of release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to amortize or the sum secured by this Security Instrument if granted by Lender to any successor in interest of Borrower shall not be required to amortize or the sum secured by this Security Instrument of the time for payment of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver;** Extension of the date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments. 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 of change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condenser offers to make an award of 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 sum secured by this Security Instrument, whether or not the date.

If the Property is abandoned by Borrower and Lender agree in writing or otherwise agree to not the sum are taken before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sum secured by this Security Instrument whether or not the sum are taken date. market value of the Property immediately before the taking is less than the amount of the sum secured immediately before the taking. Any relative shall be paid to Borrower in the event of a partial taking of the Property immediately before the taking. Any relative shall be paid to Borrower before the taking, divided by (b) the fair market value of the Property immediately before the taking of the sum received immediately before the taking, divided by (c) the total sum received immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the sum secured by market value of the Property immediately before the taking, with any excess paid to Lender in the event of a partial taking of the Property in which the fair market value of 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, the proceeds shall be applied to the sum secured by this Security Instrument. In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument.

In the event of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

10. **Condemnation.** The proceeds of any award of 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

Borrower notes at the time of or prior to inspection specifying reasonable cause for the inspection.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspect all parts of the Property. Lender shall give

unreasonable ends in accordance with any written agreement between Borrower and Lender or applicable law. the premises required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay one-twelfth of the yearly mortgage insurance coverage (in the amount and for the period payments may no longer be required, at the option of Lender, if mortgage insurance coverage is not available. Loss reserve he in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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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 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 hen 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

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Given under my hand and delivered the said instrument, this 20<sup>th</sup> day of January, 1996  
Signed and delivered the said instrument as THE TRUSTEE and voluntarily set, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THE  
person(s) whom to the use of the same person(s) wrote number(s)  
My Commission Expires 9/30/1996 OFFICIAL SEAL

ANNE L. HIRSCH AND JAMES B. GOLDBERG, WIFE AND HOUSEHOLD  
AND JACK J. HIRSCH MARRIED TO ELAINE HIRSCH \*\*

THE NURSES' STAFF

# THE WOODSIDE STATE OF ILLINOIS.

ELAINE HIRSCH      MARCH 20, 1973  
-BOSTONER      (Seal)

—BORTWEEF  
JAMES B. GOLDBERG  
—  
(Sect.)

ANNE L. HIRSCH  
3000 S. STATE ST.  
SEATTLE, WASH. 98118  
(Seattle)

87 SURNAMING RECORDS; BORROWER RECEIPTS AND AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY ORDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

\*\*ELAINE HIRSCH IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> condominium Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planined Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) Specified Mortgage Rider	<input type="checkbox"/> Rider #222

24. Riders to ~~the~~ Security instrument. If one or more riders are executed by Software and recorded together with this Security instrument, the ~~the~~ Security instrument, its addendums and agreements of each such rider shall be incorporated into and shall amend and supplement this ~~the~~ Security instrument as if the rider(s) were a part of this ~~the~~ Security instrument.

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

21, including, inter alia, the expense of removing or repairing damage caused by the  
22, insurance company, but not limited to, reasonable attorney's fees and costs of title evidence.

secured by this Security Instrument without further demand and may foreclose this Security Instrument by judgment

non-existence of a default or any other defense of tortious reparation and to reclosure. If the defendant is not cured before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums

inform Borrower of the right to remit late after acceleration and the right to assert in the foreclosure proceeding the

(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

(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

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## MORTGAGE RIDER FOR COVENANT #22

THIS RIDER IS Incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 22 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has execute [this RIDER].

ANNE L. HIRSCH

(SEAL)

-BORROWER

JAMES B. GOLDBERG

(SEAL)

-BORROWER

JACK A.K. HIRSCH

(SEAL)

BORROWER

(SEAL)

-BORROWER

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Property of Cook County Clerk's Office

360-1386-3