

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

3003

970790

(Space Above This Line For Recording Date)

LOAN NUMBER: 9965104
500
860350094

ORIGINAL

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 05TH, 1997. The mortgagor is MARTIN B. SAVITT, MARIA L. SAVITT ("Borrower"). This Security Instrument is given to PHH MORTGAGE SERVICES CORPORATION, which is organized and existing under the laws of NEW JERSEY, and whose address is 6000 ATRIUM WAY MT. LAUREL NEW JERSEY 08054 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED FORTY FIVE THOUSAND SIX HUNDRED AND 00/100 Dollars (\$ 245,600.00). 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 OCTOBER 01ST 2027. 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:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BEING COMMONLY KNOWN AS 529 WHITEHALL.

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGORS HEREIN BY DEED BEING RECORDED SIMULTANEOUSLY HEREWITH; THIS BEING A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE ABOVE DESCRIBED PREMISES.

mail to:
PREPARED BY: Craig Clark
CRAIG CLARK

PHH Mortgage Services Corp.
6000 Atrium Way
Mt. Laurel, NJ 08054



which has the address of 529 WHITEHALL, PALATINE, Illinois 60067 ("Property Address");

PIN # 08-21-311-008

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
3055 (8) 1/93 (DIL)

Form 3014 9/90 (page 1 of 6 pages)

33.50
KBS

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Form 3014 3/90 (Part 2 of 3 pages)

BORROWER shall pay to Lender all charges due under this Note.

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 this Note.

2. Funds for Taxes and Insurance. Subsidiary 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, at Lender's option, pay directly over to the Security instrument as a lien on the Property; (b) yearly leasehold payments or (c) yearly insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with any rents on the Property, if any; (e) yearly hazard or property insurance premiums; (f) yearly flood insurance premiums, if applicable to the Property, if any; (g) yearly maintenance premiums, if any; and (h) any amounts due on the basis of current data and reasonably estimations of expenditures of future Escrow items or otherwise in accordance with law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insuring availability, or entirely applicable law.

(including Lender, if Lender is such an institution) or 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, unless Lender may require Lender to pay a one-time charge for an independent real estate tax reporting service which covers in connection with this loan, 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 holding and applying the Funds, annually, or Lender may require Lender to be paid, Lender shall not be required to pay Borrower interest on the Funds and applicable law permits Lender to make such a charge. In addition, unless applicable law provides otherwise, Lender shall be liable to Borrower for all amounts secured by this security instrument.

If the Funds are pledged as additional security for all sums secured by this security instrument.

Upon payment in full of all sums secured by this Security instrument, Lender shall pay to Borrower any Funds held by Lender. If, under Paragraph 2, Lender acquires or sells the Property, prior to the time for which each debt to the Funds was incurred to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Borrower any funds held by Lender to secure the amounts necessary to make up the deficiency in no more than twelve months.

Lender shall pay to Borrower any funds held by Lender at the rate of interest or rate of application of the Property held by Lender, to the extent of any deficiency in the amount of the funds held by Lender to secure the amounts necessary to make up the deficiency.

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 paragraphs 2; third, to interest, to principal due; fourth, to any late charges due under the Note.

4. Charges; Lenses. Borrower shall pay all taxes, to any late charges due under the Note.

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing this payment.

the person owed payment. Borrower shall promptly furnish to Lender all notices of nonuse to be paid under this paragraph. If pay these obligations in the manner provided in Paragraph 2, or if not paid in kind manner, Borrower shall pay them on time directly to Properly which may retain priority over this Security instrument, until leasedold payments rents, if any, Borrower shall pay charges to Lender.

TOGETHER WITH all the improvements now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument, and will define generally the title to the property is unencumbered, except for encumbrances of record. Borrower warrants and grants and conveys the property and that the property is lawfully seized of the estate hereby conveyed and has the right to mortgage.

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited variations by furnishing a uniform security instrument covering real property.

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

All of the foregoing is referred to in this Security instrument as the "Property."

STRUCTURE AND FIXTURES now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument, and will define generally the title to the property is unencumbered, except for encumbrances of record. Borrower warrants and grants and conveys the property and that the property is lawfully seized of the estate hereby conveyed and has the right to mortgage.

BORROWER Covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT complies uniform conventions for national use and non-uniform conventions with limited variations by furnishing a uniform security instrument covering real property.

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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 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.

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 2.1 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 (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.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whichever or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the 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, the proceeds shall be reduced by the amount of the proceeds multiplied by the following fractions: (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 is less than the amount of the proceeds secured immediately before the taking.

Property immediately before the taking is less than the amount of the sums secured immediately before the taking, and lender otherwise agrees in writing or unless otherwise provided, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the same is then due, whichever of the two options, either to repair or to the sale of the Property or to collect and apply the proceeds, at its option, either to preparation or repair of the Property or to the sums secured by this Security Instrument, whichever or not then due.

9. Inspectors, Leadeder of its Agent may take measures upon the inspectioins of the subjects; Leadeder must give Borrower notice at the time of or prior to an inspection specifically cause for the inspection.

10. Caucumination. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other proceeding of any part of the property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Leadeder.

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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 sale. 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 discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers of Homestead. Borrower waives all rights of homestead exemption in the Property.

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

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 9/5/97
MARTIN B. SAVITT (Seal)
Borrower

 9/5/97
MARIA L. SAVITT (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Space Below This Line for Acknowledgement)
STATE OF ILLINOIS, COOK County ss:

On this, the 05TH day of SEPTEMBER, 1997, before me, the subscriber, the undersigned officer, personally appeared MARTIN B. SAVITT AND MARIA L. SAVITT known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that THEY executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires "OFFICIAL SEAL"

JOANNE CRAWFORD

Notary Public, State of Illinois

My Commission Expires 01/23/99

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Environmental Law 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or explosive 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 regulate or environmental protection.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental 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 government 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.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances that shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances that shall not allow anyone else to do, nor allow anyone else to do, anything affecting the Property 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 normal residential uses and to

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with the 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 "Servicer") that collects monthly payments due under the Note and the 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 in the entity that collects monthly payments due under the Note and the Security instrument, the notice provided by the new Servicer and the notice provided by the old Servicer will remain in effect until the new Servicer has given notice of the change to Borrower.

18. **Borrower's Right to Reinstatement**: Under no notice or demand of Borrower, this Security Instrument may be reinstated at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement); (b) a sale of the Property pursuant to any power of sale contained in this Security Instrument or a judgment entered against Borrower; (c) a sale of the Property by Borrower under all instruments, or (d) payment in full of all expenses, fees, and costs of collection, including attorney's fees, incurred in connection with the enforcement of this Security Instrument. Those conditions are that Borrower: (a) pays Lentender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any deficiency of this Security Instrument and the Note as if no acceleration had occurred; and (c) pays Lentender all costs of collection, including attorney's fees, incurred in connection with the enforcement of this Security Instrument.

19. **Borrower's Right to Acceleration**: If Borrower makes certain conditions, Borrower shall have the right to have fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under certain circumstances. Upon reinstatement by Borrower, this Security Instrument and like obligations secured hereby shall remain valid notwithstanding. Lender's rights in the Property and obligations to pay the same accrued by this Security Instrument shall not be affected by this Security Instrument.

16. Borrower's Copy. Borrower shall be given one conforming 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 Leender's prior written consent, Leender 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 Leender if exercise is prohibited by general law as of the date of this instrument. Further, this option shall not be exercised by Leender if exercise is prohibited by law as of the date of this instrument. If any notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument, Leender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If any notice is given to Borrower prior to the expiration of this period, Leender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

18. Acceleration. If Borrower fails to pay these sums prior to the expiration of this period, Leender may invoke any remedies permitted by law.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the State in which the parties have their principal place of business, and the laws of the State where the Note was executed without regard to conflicts of law principles. To this end the provisions of this Security Instrument and the Note are declared to be given effect without the conflicting provision. In the event that any provision of this Security Instrument or the Note is held illegal or contrary to law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be judicially declared in which the property is located. In the event that any provision of this Security Instrument or the Note is held illegal or contrary to law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by

ORIGINAL

Commitment Number: 970790

SCHEDULE C

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LOT 156 IN WHYTECLIFF AT PALATINE, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office