

# UNOFFICIAL COPY

78237375

REC'D 03/26/98 11:40 AM

1998-03-26 11:40:34

Cook County Clerk's Office

Unit A

RECORD AND RETURN TO:  
WESTWIND MORTGAGE BANCORP, INC.

5100 NORTH HARLEM AVENUE  
HARWOOD HEIGHTS, ILLINOIS 60656

Prepared by  
**BRENDA PEREZ**  
HARWOOD HEIGHTS, IL 60656

7810046685

## MORTGAGE

6

THIS MORTGAGE ("Security Instrument") is given on MARCH 13, 1998 by the mortgagor

MARC J. SALKIN, DIVORCED

SASA DIVISION OF INTERCOURT

("Borrower"). This Security Instrument is given to  
WESTWIND MORTGAGE BANCORP, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 5100 NORTH HARLEM AVENUE HARWOOD HEIGHTS, ILLINOIS 60656. Lender, however, will render the principal sum of ONE HUNDRED EIGHTY NINE THOUSAND AND FIVE HUNDRED DOLLARS (\$189,000.00)

This debt is evidenced by Borrower's note dated the same date as the Security Instrument ("Note"), which provides for monthly payments, with the full debt of not paid current and payable on APRIL 1, 2028.

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 16 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 22 IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 8 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-06-311-016

Parcel ID #

which has the address of 4037 W. THOMAS, CHICAGO

Street City

Illinois 60622

Zip Code Property Address

ILLINOIS - FORM ENMA FHMC UNIFORM

INSTRUMENT Form 3034-990

Amended 8/96

WMP GRILL

DPS 1089

# UNOFFICIAL COPY

THIS FORM

Form 3014 9/90

WMB-BRILLIANT

in this Security instrument, it Leander determines that any part of the Property is subject to a lien which may attach primarily over this instrument or the lien, or (c) securites from the holder of the lien an agreement satisfactory to Leander authorizing the lien to be sold and determining the lien to be sold.

b), or demands against enforcement of the lien in legal proceeding's which to the Leander's opinion operate to prevent the

writing to the payment of the obligation incurred by the lien in a manner acceptable to Leander; (b) contesters in good faith the lien

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower (a) agrees in

it Borrower makes these payments directly, Borrower shall promptly furnish to Leander receipts evidencing the payments.

to the person owed payment, Borrower shall promptly furnish to Leander all notices of amounts to be paid under this paragraph.

these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly

which may attain priority over this Security instrument, and leasehold payments of ground rents, if any, Borrower shall pay

4. **Charges.** Leander, Borrower shall pay all taxes, assessments, charges, expenses and impositions attributable to the Property

third, to Leander, to principal due, and last, to any late charges due under this Note.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Leander under paragraphs

this Security instrument in full or all sums secured by this Security instrument, Leander shall promptly refund to Borrower any

funds held by Leander. If, under paragraph 2, Leander shall acquire or sell the Property, Leander shall retain the sums secured by

upon payment in full of all sums secured by this Security instrument, Leander shall promptly refund to Borrower any

unpaid monthly payments, and interest's sole discretion.

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account to Borrower

for the excess funds in accordance with the requirements of applicable law.

If the Funds held by Leander exceed the amount necessary to make up the deficiency, Leander shall make up the deficiency in no more than

one month after the date the deficiency is made up, Leander shall pay the deficiency.

Leander is not entitled to pay the deficiency funds when due, Leander may so notify Borrower in writing, and, in such case Borrower

shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

one month after the date the deficiency is made up, Leander shall pay the deficiency.

Leander is not entitled to pay the deficiency funds when due, Leander may so notify Borrower in writing, and, in such case Borrower

shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

one month after the date the deficiency is made up, Leander shall pay the deficiency.

Leander is not entitled to pay the deficiency funds when due, Leander may so notify Borrower in writing, and, in such case Borrower

shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

one month after the date the deficiency is made up, Leander shall pay the deficiency.

Leander is not entitled to pay the deficiency funds when due, Leander may so notify Borrower in writing, and, in such case Borrower

shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

one month after the date the deficiency is made up, Leander shall pay the deficiency.

Leander is not entitled to pay the deficiency funds when due, Leander may so notify Borrower in writing, and, in such case Borrower

shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

one month after the date the deficiency is made up, Leander shall pay the deficiency.

Leander is not entitled to pay the deficiency funds when due, Leander may so notify Borrower in writing, and, in such case Borrower

shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

one month after the date the deficiency is made up, Leander shall pay the deficiency.

Leander is not entitled to pay the deficiency funds when due, Leander may so notify Borrower in writing, and, in such case Borrower

shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

one month after the date the deficiency is made up, Leander shall pay the deficiency.

Leander is not entitled to pay the deficiency funds when due, Leander may so notify Borrower in writing, and, in such case Borrower

shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

one month after the date the deficiency is made up, Leander shall pay the deficiency.

Leander is not entitled to pay the deficiency funds when due, Leander may so notify Borrower in writing, and, in such case Borrower

shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

one month after the date the deficiency is made up, Leander shall pay the deficiency.

Leander is not entitled to pay the deficiency funds when due, Leander may so notify Borrower in writing, and, in such case Borrower

shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

one month after the date the deficiency is made up, Leander shall pay the deficiency.

Leander is not entitled to pay the deficiency funds when due, Leander may so notify Borrower in writing, and, in such case Borrower

shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

one month after the date the deficiency is made up, Leander shall pay the deficiency.

Leander is not entitled to pay the deficiency funds when due, Leander may so notify Borrower in writing, and, in such case Borrower

shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

one month after the date the deficiency is made up, Leander shall pay the deficiency.

# UNOFFICIAL COPY 37375

3/10/04 9:35

DP 1092

3/10/04 9:35

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 is 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.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages - direct or consequential - in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of the Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (a) is co-signing the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may a file to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

## **8. Life/Health Insurance**

Any anomalies disturbed by a reader under this paragraph shall become additional debt of Borrower secured by this Security Instrument unless Borrower and Lender agree to offer terms of payment, these anomalies shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding

7. Protection of Lender's Rights in the Property. It Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding (but not a preliminary injunction) affecting Lender's interest in the Property, Lender does not have to do so.

6. Occupancy, Preservation, Assignment and Protection of the Property; Borrower's Loan Application Requirements.

Borrower shall use the Property as Borrower's principal residence within sixty days after the execution of this Deed of Assignment, unless Lender otherwise agrees in writing, the Property shall not serve as Borrower's principal residence for at least one year after the date of assignment, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless Lender has terminated his occupancy of the Property to satisfy the requirements of this Deed of Assignment. Borrower shall continue to occupy the Property as Borrower's principal residence until his occupancy is terminated by Borrower's principal residence for at least one year after the date of assignment, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless Lender has terminated his occupancy of the Property to satisfy the requirements of this Deed of Assignment. Borrower shall not use the Property as Borrower's principal residence unless all the provisions of this Deed of Assignment are met.

unless less than one year after the date of this instrument, any application of proceeds to principal shall not extend to  
securities of this company, unless such securities are held by a bank or trust company, and are held in trust for the  
benefit of the individual or individuals to whom the same were originally paid over.

Under my name proof of loss did not made pounds by Borrower

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 renewals or  
paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and lender

Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including those arising from electrical, mechanical, or chemical causes, may be covered under the insurance policy.

This Security Instrument, Lender may give Borrower a notice demanding the return of the loan or make one or more of the options set forth above within 10 days of the giving of notice.

# UNOFFICIAL COPY

7810046985

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 during any time prior to the earlier of (a) 30 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 though 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 attorney's fees, and (d) takes such action as Lender may reasonably require to ensure 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 and 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 the "Loan 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. Before 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 for 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 substance 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:

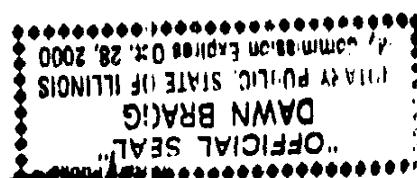
**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

# UNOFFICIAL COPY

DPS 1094

GRILLI 70-124 1996-07-06

Form 3014 9/90



NY Commissioner Express

Given under my hand and affixed seal this  
signed and delivered the said instrument as HHS/HER  
subscribed to the foregoing instrument, appewed before me this day in person and akin to said date  
per sonly known to me to be the same persons who are herein  
HHS/SHS

MARC J. SALKIN, DIVORCE

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS  
No. 1448-1874  
(County)

-Borrower  
(Signed)

-Borrower  
(Signed)

-Borrower  
(Signed)

-Borrower  
(Signed)

MARC J. SALKIN  
MARC J. SALKIN

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and  
Witnesses

24. Riders 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 this Security Instrument as of the date(s) were a part of this Security Instrument  
the covenants and agreements of which said rider shall be incorporated into and shall amend and supplement  
this Security Instrument, but not limited to, reasonable attorney's fees and costs of title evidence.
25. Waiver of Homestead, Borrower waives all right of homestead & exemption in the Property.
26. Release to Borrower. Borrower shall pay any recording fee in this Security Instrument without charge, upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
immediately, but not limited to, reasonable attorney's fees and costs of title evidence.
27. Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
proceeding. Lender shall be entitled to accelerate all expenses incurred in pursuing the remedies provided in this paragraph  
or before the date specified in the notice, Lender, in its option, may require immediate payment in full of all sums  
non-payment of a default or any other default after acceleration and the right to assert in the foreclosure proceeding the  
same Borrower of the right to reinstate after acceleration and the right to sell of the Property. The notice shall further  
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further  
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured and  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; and