

3752761

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 22, 1988. The mortgagor is STUART ZEMEL and CINDA L. ZEMEL (married to each other), as joint tenants with right of survivorship ("Borrower"). This Security Instrument is given to First Illinois Bank of Wilmette, which is organized and existing under the laws of Illinois, and whose address is 1200 Central Ave., Wilmette, IL 60091 ("Lender"). Borrower owes Lender the principal sum of SEVENTY THOUSAND AND NO/100 Dollars (U.S. \$.*70,000.00*). 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 October 17, 1989. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 THIRTY SIX (36) In Trier Center Neighborhood Subdivision, being a Subdivision of Lots Seven (7) of Circuit Court Partition in the Southeast Quarter (1/4) of Section 21, Township 42 North, Range 13, East of the Third Principal Meridian.

PIN # 05-21-413-001-0000, Vol. 102

NOTE IDENTIFIED

3752761

which has the address of 460 Hill Road, Winnetka,
(Street) (City)
Illinois 60093 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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1475276
RECEIVED
HARRY (BJS) YOUTELLS
REGISTRAR OF TRILLS

1988 NOV 10 PM 12:20

Male

DAVID L. HARPER
MY COMMISSION EXPIRES
December 8, 1989
My Commission expires:

Given under my hand and official seal, this 22 day of October, 1988,
I, DAVID L. HARPER, Notary Public in and for said county and state,
do hereby certify that STUART E. MEK, CINDY A. MEK, THIS WIFE
do hereby certify that STUART E. MEK, CINDY A. MEK, THIS WIFE
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that They
signed and delivered the said instrument as They. Free and voluntary act, to the uses and purposes therefor.

Instrument and in any rider(s) executed by Borrower and recorded within this Security
Instrument, the Variants and Agreements of each Security Instrument as if the rider(s) were a part of this Security
Instrument. [Check applicable boxes] Adjustable Rate Rider Graduated Payment Rider
 2-4 Family Rider Condominium Rider Planned Unit Development Rider
 Other(s) [Specify] Borrower Co-Borrower

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time
prior to the expiration of the term, fees and costs of title evidence, but not limited to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security Instrument without further demand and may foreclose this Security Instrument in full of all sums secured by
before the date specified in the notice, Lender at its option may immediate payment in full of all sums secured by
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payments on
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
applicable attorney's fees, and collection of and manage the Property and to collect the rents of
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21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
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Instrument, the Variants and Agreements of each Security Instrument as if the rider(s) were a part of this Security
Instrument. [Check applicable boxes] Borrower Co-Borrower

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument, the Variants and Agreements of each Security Instrument as if the rider(s) were a part of this Security
Instrument. [Check applicable boxes] Borrower Co-Borrower

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under Paragraphs 13 and 17
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17
unless applicable law provides otherwise); (a) the notice shall specify (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 accelerate and sell after acceleration proceedings. The notice shall further
specify of a default or any other default specified in the notice, by which the default must be cured;
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 in full of all sums secured by
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Instrument. [Check applicable boxes] Borrower Co-Borrower

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

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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, 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.

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.

10. Borrower Not Released; Forbearance By Lender 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 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.

11. Successors and Assigns Joint, Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this 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 agree 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.

12. 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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 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 had 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 attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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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 from paragraph 19 the property is acquired by Lender, Borrowers 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. Preferential and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or subleasehold and change the property to deteriorate or commit waste. If this Security instrument is on a leasehold, Borrower shall comply with the provisions of the case, and if Borrower acquires fee title to the property, the leasehold and fee title shall not merge in writing.

7. Protection of Lenders' Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and rights in this Security instrument or otherwise violates any provision of this instrument, Lender's rights in the property (such as a bankruptcy, probably, or sale) or proceedings or to enforce laws or regulations, rights in the property, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the instrument, including reasonable attorney fees and costs of suit, and 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.

Securities instrument, unless Borrower and Lender agree to 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.

5. Hazard 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 for which Lender insures an insurance carrier provided that 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. The insurance carrier 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 promptly give to Lender all the proceeds of paid premiums and renewals. If Lender makes payment of loss if not made by Borrower, it shall file a prompt notice to the insurance carrier and Lender may make payment of loss if not made by Borrower otherwise 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 and Lender's security is lessened, the insurance proceeds shall be applied to repair of the property damaged, if the restoration or repair is feasible or Lender's security is not lessened. If the restoration or repair is not feasible or Lender's security is lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due. The period will begin when the notice is given.

3. Applications shall be submitted in writing. Unless specifically indicated in writing, providers are responsible for payments received by them under the Note; third, to amounts payable under Paragraph 2; fourth, to late charges due under the Note; second, to prepayment charges due under the Note; and last, to principal due.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either promptly repaid to Lender or prepaid to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Lender may to Lender any amount net necessary to make up the deficiency in one or more payments as required by Lender.

1. Payment of Principal and Interest; Borrower shall Promulgate Charges. The principal of and interest on the debt evidenced by the Note and Late Charge shall be paid in monthly installments of \$100.00 plus interest at the rate of 12% per annum, commencing January 1, 19_____, and continuing until the entire debt is paid in full. The Note and Late Charge shall be paid in monthly installments of \$100.00 plus interest at the rate of 12% per annum, commencing January 1, 19_____, and continuing until the entire debt is paid in full.