

UNOFFICIAL COPY

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2006/0250 20 001 Page 1 of 10

2002-03-14 12:05:53

Cook County Recorder 39.50

AFTER RECORDING MAIL TO:

Glenview State Bank
INDRA K. RAMDASS
800 Waukegan Road
Glenview, IL 60025



0020292808

LN# 1501971454

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE is made this 9th day of March, 2002, between the
Mortgagor, Christyher T. Morgan, a single person never been
married

(herein "Borrower") and the Mortgagee, GLENVIEW STATE BANK, a corporation organized and existing under
the laws of the State of Illinois whose address is 800 Waukegan Road, Glenview, Illinois 60025 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 100,000.00
which indebtedness is evidenced by Borrower's note dated March 9, 2002 and
extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with
the balance of indebtedness, if not sooner paid, due and payable on March 14, 2007;

TO SECURE to Lender the repayment of indebtedness evidenced by the Note, with interest thereon; the
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this
Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does
hereby mortgage, grant and convey to Lender the following described property located in the County of
Cook, State of Illinois:

See Attached

Real Estate Index

F019714

PIN: 09-20-202-036-1027

which has the address of 825 Pearson St. #10. Des Plaines, IL 60016

Illinois (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this
Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a
leasehold) are hereinafter referred to as the "Property".

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Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. BORROWER NOT RELEASED; FOREBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. GOVERNING LAW; SEVERABILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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14. BORROWER'S COPY - Borrower shall furnish a certified copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. REHABILITATION LOAN AGREEMENT. Borrower shall fulfill all of Borrower's obligations under any home rehbilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Mortgage. However, this option shall not be exercised by Lender if Lender is prohibited by federal law as of the date of this Mortgage.

17. ACCORDING TO COVENANTS. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant in this Mortgage, Lender prior to acceleration shall give notice to Borrower as any sums secured by this Mortgage, including the covenants to pay when due provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, Lender shall declare all of the sums secured by this Mortgage, fees and costs of documentation and the right to sell the same to Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, fees and costs of documentation, fees and costs of recording, and costs of collection.

18. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment this Mortgage if: (a) Borrower pays all sums which would be then due under this Note had no acceleration occurred; (b) Borrower cures all sums which would be then due under this Note had no acceleration occurred; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and enforces Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney's fees, fees and costs of documentation, fees and costs of recording, and costs of collection; and (d) Borrower makes such action as Lender may reasonably require to assure that the lien of this Note, wage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage, shall remain in full force and effect as if no acceleration had occurred.

19. ACCELERATION OF RENTS; APPONIMENT OF RECEIVER. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they have accrued by this Mortgage.

20. RELEASE. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. WAIVER OF HOMESTEAD. Borrower hereby waives all right of homestead exemption in the Property.

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REQUEST FOR NOTICE OF DEFAULT AND FORCLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.


Christopher T. Morgan

STATE OF ILLINOIS

County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that

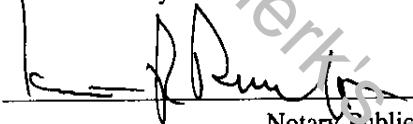
Christopher T. Morgan, a single person never been married

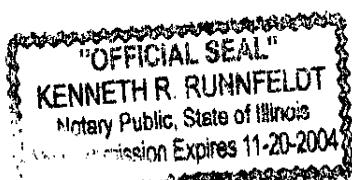
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that he / she
signed and delivered the said instrument as his / her free voluntary act, for the uses and
purposes therein set forth.

Given under my hand and official seal, this

9th day of March 2002

My Commission expires:


Notary Public



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UNIT 1-D IN DIPLOMAT OF DES PLAINES CONDOMINIUM, AS DELINEATED ON SURVEY OF THE SOUTHERLY 60 FEET OF LOT 123 EXCEPT THE SOUTHEASTERLY 80 FEET THEREOF AND LOT 124, AND LOT 125, IN THE ORIGINAL TOWN OF RAND (NOW DES PLAINES), A SUBDIVISION OF IN SECTIONS 16, 17, 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR DIPLOMAT OF DES PLAINES CONDOMINIUM AS LR2826102 AND RECORDED AS DOCUMENT NUMBER 23200479, AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

THIS DUE-ON-TRANSFER RIDER is made this 9th day of March, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Glenview State Bank (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

825 Pearson St. #1D, Des Plaines, IL 60016

(Property Address)

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AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Due-On-Transfer Rider.



(Seal)

Christopher T. Morgan

(Seal)

(Seal)

(Seal)

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 9th day of March, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
Glenview State Bank
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

825 Pearson St. #1D. Des Plaines, IL 60016
[Property Address]

The Property includes a unit in together with an undivided interest in the common elements of, a condominium project known as:

Diplomat at Des Plaines Condominium
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance,

MORGAN/HELC02

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MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-8R (0008)

Form 3140 1/01

Page 1 of 3 MW 08/00

Initials:

VMP MORTGAGE FORMS - (800)521-7291



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Initials: _____
Page 2 of 3
Form 3140 1/01
LMP-SR (0008)

1. Remedies: If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

E. Lennder's Prior Consent. Borrower shall not, except after notice to Lennder and with Lennder's prior written consent, either partition or subdivid; the Property or consent to: (i) the abandonment of the Project, either partition or subdivision of the Project, or (ii) the abandonment of the Comdominium Project, except for other causality or in the case of a taking by condemnation or eminent domain; (iii) any amendment to any provision of the Comdominium Document if the provision is for the express benefit of Lennder; (iv) termination of a professional management agreement and assumption of self-management of the Owners Association; or (v) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lennder.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of the property, whether or not part of the unit or of the common elements, or for any convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

What Lender requires as a condition of this waiver can change during the term of the loan.

then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance on the Property; and (iii) Borrower's obligation under Section 5 to maintain coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this
Condominium Rider.

 Christopher J. Morgan	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower

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VMP-8R (0008)

Page 3 of 3

Form 3140 1/01