## **RECORDING REQUESTED BY**

Metropolitian Title Company Commitment # 04-068986/Roisen (2004 2018). WHEN RECORDED, MAIL TO

Northrop Grumman Federal Credit Union Attn: Real Estate Loan Service 879 W. 190th Street, 8th Floor Gardena, CA 90248 – 4205



Doc#: 0501303051 Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds Date: 01/13/2005 11:12 AM Pg: 1 of 5

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,				SPACE	ABOVE THIS LINE	FOR RECORDE	R'S USE
CAKONIDES FOR V	RE E CONTAINS A DUE-ON-SA A REVOLVING LING OF CR E PREPARED BY	EVOLVING ALE PROVISION A REDIT AND MAY C	ND SECURES	INDEBTEDNE:	SS UNDER A CRE	DIT AGREEMENT	WHICH
						·	
THIS I between the Mo	MORTGAGE is made this _	5th	day of	een A. Boiser	January 5, 2	2005	
				een A. Boisei	<u>n</u>	/he	rein "Borrower")
and the Mortgag		North	op Grumman	Federal Cre	dit Union		TOTAL DOMONET
a corporation or whose address	ganized and existing under	r the laws of	o th o	oth	California		
whose address	is	8/9 W	190 Street	<u>8''' Floor, G</u>	ardena, CA 902		
						(ner	ein "Lender").
TO SECUE (1) The replant of the second of this (2) The part of the second of the secon	S, Borrower is indebted to I RE to Lender: repayment of all indebtedn Credit Agreement and Tru ications, amendments, exterower under the terms of tide from time to time. Borranding principal balance ow may vary from time to time to time to time to time to time to time. Agreement) shall not excellent principal Balance and ment, if not sooner paid, is Mortgage.  ayment of all other sums acoust a rate which may vary erformance of the covenant	ess due and to be the in-Lending Discensions and rener he Credit Agreem ower and Lender ving at any one time, and any other eed	decome due ur closures made wals thereof (hent, which advicentemplate me under the Contarges and Con	der in terms by Bor ower erein "Credic, ances will be a series of ad Credit Agreem collection cost Eight Tho 8,000.00 lent as the Cre to protect the	and dated the sa Agreement"). Lend of a revolving naturate to be sed ent (not including s which may be obusted Dollars) That edit Limit. The ent (15) security of this De	me day as this Moder has agreed to be and may be moured by this Modernance charges owing from time to sure is referred are indicated as	Mortgage, and a make advance nade, repaid, an rtgage. The tota thereon at a ratio time under the to herein as the under the Credis from the date
	ER does hereby mortgage, Cook	warrant, grant and		nder the follow		perty located in t	he County of
	Legal Descript	tion Attached He			eof As Exhibit 'A	,,	
which has the add	tress of		106	Allerton Driv	<b>e</b>		
	Schaumburg		. 1	linois	60194	/herein "Drone	erty Address");
		···				— (neiem tiobe	arry Augress );

Property Tax ID No.: 07-22-210-008-1012

TOGETHER with all the improvement power hereafter created on the property and all elsements, rights, appurtenances and fixtures, 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."
Complete if applicable: This Property is part of a condominium project known asOlde Schaumburg
This Property is part of a condominant project known as
This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project. This Property is in a Planned Unit Development known as
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 covenants that Borrower warrants and will defend generally
the title to the Property against all claims and demands, subject to encumbrances of record.
Borrower and Lender covenant and agree as follows:
1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.
2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the
day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid
in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development
assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium
installments for hazara resurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the
basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to
the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.
If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a
Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Len ser may not charge for so holding and applying the Funds, analyzing said account or
verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make
such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to
Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower
any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and
debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums

secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, spell exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender

may require.

Upon payment in full of all sums secured by this Mortgage, Lende, shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under

the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Sorrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall excibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

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," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost

basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured

by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is

economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, 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 a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development,

Borrower shall perform all of Borrower's on igetions under the diclaration of covenants greating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

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. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement; 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. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

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 therefor related to Lender's interest in the Property.

- Condemnation. The proceeds of any award or claim for damages, director 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, to the extent of any indebtedness under the Credit Agreement, 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; Forbearance 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 betrower 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 Borrover and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable Is w, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Asrigir's Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder snall in e to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants an agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, (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 under the Credit Agreement 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 or amendments with regard to the terms of this Mortgage or the Credit Agreement, 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 a policable 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 recleral law to this Mortgage. In the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fe 5" include all sums to the extent not prohibited by applicable law or limited herein.

- 14 .Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended; or renewed, without the prior written consent of the Lender. Borrower shall reither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.
- 15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and of this Mortgage at the time of execution or after
- 16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under an i horne rehabilitation, improvement. repair, or other loan agreement which Borrower may enter 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 in a have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the commestead exemption as to all sums secured by this Mortgage.
- 18. Waiver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

19. Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

if Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due, if Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default, Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Mortgage: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Mortgage or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Mortgage, if an event of default occurs, then prior to exercising any right or remedy provided for in this Mortgage and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of an event of default or any other defense of Borrower to acceleration and foreclosure. if the event of default is not cured on or before the date specified in the notice, 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 and costs of documentary evidence, abstracts and title reports.

23. Borrowe's Pight to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's

default, 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 enforcing this Mortcage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the

Credit Agreement had no accederation occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants of d agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this 'no tgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had o cu red

24. Assignment of Rents; Appointment of Receiver. As additional security hereunder, borrower hereby assigns to lender the rents of the property, provided that borrower shall, prior to acculeration under paragraph 22 hereof or abandonment of the property, have the right to collect

and retain such rents as they become due and payable

Upon acceleration under paragraph 22 hereof or abandonment of the property, lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's honds and reasonable attorneys fees, and then to the sums secured by this mortgage. The receiver shall be liable to account only for those rents octually received.

25. Release. This Mortgage secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. Lender shall discharge this Mortgage when Borrower has (1) paid all sums secured by this Mortgage and (2) has requested (a) that the line of credit be canceled or (b) that the line of credit be reduced below the amount for which a security interest in real property may be required by Lender. Lender shall release this Mortgage without charge to Borrower.

	REQUEST FOR NOTICE OF DEF UNDER SUPERIOR MORTGAG	AULT AND FORFOLOSURE ES OR DEEDS OF TRUST		
of any sale or other foreclosure action.	est the holder of any mortgage, de	ed of trust or other encumbra one of this Montgage, or englinge.	ance with a lien which default under the sup  Buyon een A. Beisen	has priority over this perior encumbrance and (Seal)  -Borrower (Seal)
STATE OF ILLINOIS,	Cook	County ss:		-Borrower
Doveen A. Boise	igned,	a Notary Public in and for said	d county and state, d	lo hereby certify that
personally known to me to be the same	person(s) whose name(s)			subscribed to the
foregoing instrument, appeared before redelivered the said instrument as	free voluntary act, for t		he	signed and
Given under my hand and officia			<u></u>	2005
My Commission expires:		Sun dr	- Rolina	
*******		N-4 D	1 2 2 2 2	<del></del>

OFFICIAL SEAL **SANDR**A RODRIGUEZ NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/04/04

0501303051 Page: 5 of 5

## **UNOFFICIAL COPY**

Commitment Schedule A (continued)

Commitment Number: 04-068986

## **Property Description**

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

UNIT NO. 74-G6 IN OLDE SCHAUMBURG CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOTS 63 AND 64 IN OLDE TOWNE VILLAGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT(B)TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 97.72.3151; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

PIN(S): 07-22-210-008-1012

COMMONLY KNOWN AS: 106 ALLERTON DRIVE, SCHAUMBURG, ILLINOIS 60194

END OF SCHEDULE A