# **UNOFFICIAL COPY**



CTIC-HE

Doc#: 0624908079 Fee: \$38.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 09/06/2006 08:28 AM Pg: 1 of 8

Return to: TCF National Bank
Consumer Lending Department
555 E. Butterfield Rd.
Lomearc IL 60148

- SPACE ABOVE RESERVED FOR RECORDING DATA

CONSUMER LOAN MORTGAGE POLY # 02505 7608

TCF NATIONAL BANK
ILLINOIS CONSUMER LENDING DEPARTMENT

street address: 8650 N SHERMER RD # 206 NILES IL 60714

Account Number: 092 - 092 - 000 3137

#### Borrower promises and agrees:

PIN # <u>10-19-107-076-1016</u>

 To keep the Property in good repair, and to comply with all laws and ordinances, which effect the Property. 4

0624908079 Page: 2 of 8

# **UNOFFICIAL COPY**

To pay all taxes, assessments, and water bills levied on the Property and any other amounts which would become a senior Security Interest against the Property. "Security Interest" includes any lien, mortgage or other encumbrance.

3. To perform all obligations under any Security Interest on the Property. As of the date hereof, there exists no other Security Interest on the Property, other than as were disclosed to Lender on the title search and report or other title evidence obtained by Lender prior to accepting this Mortgage, or on

Borrower's loan application.

- 4. To keep the Property insured against fire, windstorm, flood, and such other hazards as Lender may require, in an amount and manner acceptable to Lender, and with the proceeds made payable in the policies to Lender as mortgagee, and to deliver such proof of insurance as Lender may require. Borrower may obtain insurance from the insurance company of Borrower's choice as long as the insurance company is reasonably acceptable to Lender. Lender will apply any insurance proceeds to pay the Debt, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the proceeds to reduce the debt, Borrower will still have to make regular monthly payments until the Debt is catisfied. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's Agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's property ("Collateral"). This insurance may but need not, protect Borrower's interests. The coverage that Lender purchases may not pry any claim that Borrower makes, or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this Agreement. If Lender purchases insurance for the Collateral, Borrower will be esponsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance. until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borro ver's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able obtain on Borrower's own. Lender is not required to obtain the lowest cost insurance that might be available.
- 5. That if all or part of the Property is condemned or taken by eminent domain, Borrower directs the party condemning or taking the Property to pay all of the money to Lender. Lender will apply the money to pay the Debt, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the money to reduce the Debt, Borrower will still have to make regular monthly

payments until the Debt is satisfied.

6. That if Borrower fails to perform any of Borrower's obligations under this Mortgage, Lender may pay for the performance of such obligations. Any amount so paid and the cost of any title search and

report made after any Default may be added to the Debt as a Protective Advance.

7. If Borrower is in default of any of the provisions of the Agreemen or this Mortgage, then Lender at its option may require immediate payment in full of all sums secured by wis Mortgage without further demand and may foreclose this Mortgage by judicial proceeding and inay avail itself of all other rights available under applicable law. Lender shall give notice to Borrover prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 9 unless Applicable Law provides wherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this section, including but not limited to, the amount of the Debt outstanding, the costs and charges of such sale, reasonable attorneys' fees and costs of title evidence. In the event of any foreclosure or other sale under this Mortgage by virtue of judicial proceedings, advertisement, or otherwise, the Property may be sold in one parcel and as an entirety, or in such parcels, manner, or order as the

Lender in its sole discretion may elect.
 That the term "Default" means (a) Borrower's failure to comply with the terms of this Mortgage; or (b) Borrower's failure to meet the terms of the Note; or (c) Borrower's failure to comply with the terms of any Security Interest having priority over this Mortgage.

0624908079 Page: 3 of 8

## UNOFFICIAL COPY

The term "Lender" includes Lender's successors and assigns, and the term "Borrower" includes and binds the heirs, personal and legal representatives, successors, and assigns of the undersigned. If this Mortgage is signed by two or more persons, the obligations and Security Interest granted by this Mortgage shall be cumulative and in addition to any other remedies provided by law. Each person who signs this Mortgage is responsible for keeping all of the promises made by Borrower. Lender may choose to enforce its rights against anyone signing the Mortgage or against all of them. However, if someone signed this Mortgage, but signed the Note as collateral owner only, then that person will not be required to pay any amount under the Note, but will have signed only to grant, convey, mortgage and warrant any rights that person has in the Property. Also, Borrower may agree to extend, modify, forebear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.

- 9. That Borrower shall not assign or transfer the Property or any beneficial interest in the Property by deed, bond for deed, contract for deed, installment sales contract, escrow agreement, or other instruments, or in any manner whatsoever, without Lender's prior written consent. Lender's written consent is not required in the following circumstances:
  - (a) the creation of a lien or other encumbrance subordinate to Lender's Security Interest which does not relate to a transfer of rights of occupancy in the Property (provided that such lien or encumbrance is not created pursuant to a contract for deed):
  - (b) the creditor of a purchase-money Security Interest for household appliances;
  - (c) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
  - (d) the granting of a basehold interest which has a term of three years or less and which does not contain an option to purchase (that is, either a lease of more than three years or a lease with an option to purchase violates this provision):
  - a lease with an option to purchase violates this provision);
    (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is:
    - (i) a transfer to a relative resulting from the death of Borrower;
    - (ii) a transfer where the spouse or child(ren) becomes an owner of the Property; or (iii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; c
  - (f) a transfer into an inter vivos trust in which Borrower is and remains the beneficiary and occupant of the Property, unless, as a condition precedent to such transfer, Borrower refuses to provide Lender with reasonable means acceptable to Lender by which Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy.
- 10. That 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.
- 11. That if the loan secured by this Mortgage is subject to a law which sets inc. mum loan charges, and that law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the loan exceeds 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 Portower. Lender may choose to make this refund by reducing the outstanding Debt or by making a direct payment to Borrower. If a refund reduces the Debt, the reduction will be treated as a particle pre-payment, without any prepayment charge under the Note.
- 12. That the Borrower shall pay to Lender on the day the scheduled monthly payments are due under the Note, until the Agreement is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; and (b) premiums for any and all flood insurance required by Lender, if any. These items are called "Escrow Items." At origination or at any time during the term of the Agreement, Lender may require that Borrower provide escrow for hazard insurance premiums, Community Association Dues, Fees, and Assessments, if any, and such premiums, dues, fees and assessments shall be an Escrow Item.

# UNOFFICIAL COPY

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section 12. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be an obligation of the Borrower in this Mortgage, as the phrase is used in Section 6. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 6 and pay such amount and Borrower shall then be obligated under Section 6 to repay to Section 6 and pay such amount and Borrower shall then be obligated under Section 6 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a waiten notice to Borrower by Lender and, upon such revocation, Borrower shall pay to Lender Funds, in such amounts that are then required under this Section 12.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data an irre asonable estimates of expenditures of future Escrow Items or otherwise in accordance with the law governing the Note.

The Funds incly be commingled with other funds of the Lender. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Unless an agreement is made in writing, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, vithout charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funce pold in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payn ents. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this 'Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

13. That this Mortgage, and any actions arising out of this Mortgage, are governed by Illinois law to the extent not preempted by federal law. If any provision of this Mor gage is found to be unenforceable, all other provisions will remain in full force and effect. Lender's failure to exercise any right or remedy under this Mortgage will not waive Lender's rights in the future.

14. That upon payment of all sums secured by this Security Instrument, Lenuer shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party in services rendered and the charging of the fee is permitted under Applicable Law.

Riders.	The following Riders are to be executed by the Borrower:		
	Condominium Rider	☐ Planned Unit Development Rider	☐ Balloon Ride

0624908079 Page: 5 of 8

# **UNOFFICIAL COPY**

BY SIGNING BELOW, BORROWER HAS SIGNED AND DELIVERED THIS MORTGAGE AS OF THE DATE FIRST WRITTEN ABOVE AND HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THIS STATE.

Borrower:				
Mary Celliano	Tudens. Palane			
(signature)	(signature)			
MARY GILLIANA	LUDEN GILLIANA			
(type or very clearly print name)	(type or very clearly print name)			
State of Illino's County of Cook ) ss.				
<b>70</b>				
The foregoing instrument was acknowledged before me this 24th day of August , 2006 ,				
by MARY GILLIANA and I DEN GILLIANA Married as Wife and Husband				
None concesses and an M				
8 "OFFICIAL SEAL" 8	Notor Dublic			
THOMAS HARTLINE Notary Public, State of Illinois	Notary Public County, Coo F			
May Commission Expires 2/24/2008	My commission expires:			
\$55555565555555555556 <b>66</b> %	_			
This instrument was drafted by:				
TCF National Bank	0,			
800 Burr Ridge Parkway Burr Ridge, IL 60527	40			
	T			
	0.			
	$O_{\mathcal{K}_{\lambda}}$			
	Co			
	County Clark's Office			

0624908079 Page: 6 of 8

# **UNOFFICIAL COPY**

### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 24th day of August , 2006 , 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 Note to TCF National Bank,

7759 Milwaukee Ave N Niles IL 60714-0000

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at: 8650 N SHERMER RD # 206 NILES IL 60714

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

(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.

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

- 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 promutely pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Pr perty 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 other hazards, including, but not limited to, earthquakes and floods, for which Lender equires insurance, then: (i) Borrower's obligation under Section 4 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy

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

Borrower shall give Lender p ompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of properly insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to commol 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, with any excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Lender's Prior Consent. Borrower shall not, except and notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
  - (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain:
  - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association; or
  - (iv) any action which would have the effect of rendering the public liability its rance coverage maintained by the Owners Association unacceptable to Lender.
- E. 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 E shall become additional debut of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, there amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon active from Lender to Borrower requesting payment.

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

MARY GILLIANA

\_\_\_(Seal) -Borrower

LUDEN GILLIANA

Borrower

# **UNOFFICIAL COPY**

## CHICAGO TITLE INSURANCE COMPANY ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY

## LEGAL DESCRIPTION (CONTINUED)

POLICY NO .: 1408 025057608 HE

UNIT NUMBER 206 IN THE OXFORD RUN CONDOMINIUMS AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

#### PARCEL 1:

LOTS 1 TO 6 AND 11 TO 14 IN DEMPSTER PARK ADDITION BEING A SUBDIVISION OF LOT 4 (EXCEPT PART TAKEN FOR DEMPSTER PARK, A SUBDIVISION OF THE NORTH 660 FEET THEREOF), MEASURED ON THE WEST LINE THEREOF IN DILG'S SUBDIVISION OF THAT PART OF THE WEST FRACTIONAL HALF LYING NORTH OF THE SOUTH 18.63 CHAINS EXCEPT THE SOUTH 1 ROD OF THAT PART LYING WEST OF THE OLD TELEGRAPH ROAD AND THAT PART OF THE EAST HALF LYING VEST OF THE NORTH BRANCH ROAD AND NORTH OF THE SOUTH 18.63 CHAINS (EXCEPT THE NORTH 3.25 CHAINS THEREOF) ALL BEING IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MILS, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE E 1/2 OF VACATED 16 FOUT VIDE NORTHWESTERLY - SOUTHWESTERLY ALLEY LYING WEST OF AND ADJOINING LOTS 1 TO \$\frac{1}{2}\) DEMPSTER PARK ADDITION AFORESAID; ALSO THE NORTH 1/2 OF VACATED 16 FOOT WIDE EAST WEST ALLEY LYING SOUTH OF AND ADJOINING LOTS 11 TO 14 IN DEMPSTER PARK ADDITION AFORESAID; ALSO THE WEST 1/2 OF VACATED 16 FOOT WIDE NORTHWESTERLY - SOUTHWESTERLY ALLEY LYING EAST OF AND ADJOINING LOT 11 AND THE EAST LINE OF LOT 11 EXTENDED SOUTH 1/0 THE SOUTH LINE OF THE NORTH 1/2 OF EAST WIDE ALLEY SOUTH AND ADJOINING LOT 11 IN DEMPSTAR PARK ADDITION AFORESAID; IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOT 7 AND THE EAST 1/2 OF THE VACATED 16 FOOT WIDE NORTHWESTERLY - SOUTHWESTERLY ALLEY LYING WEST OF AND ADJOINING SAID LOT 7 EXCEPTING THEREFROM THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LCT 7; THENCE WESTERLY ALONG THE SOUTHERLY LINE AND SAID SOUTHERLY LINE EXTENDED WESTERLY OF SAID LOT A DISTANCE OF 115.9 FEET TO THE CENTER LINE OF THE VACATED ALLEY WESTERLY OF AND ADJOINING LOT 7; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID VACATED ALLEY A DISTANCE OF 16.31 FEET; THENCE EASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 117.04 FEET TO THE POINT OF BEGINNING IN DEMPSTER PARK ADDITION BEING A SUBDIVISION OF LOT 4 (EXCEPT PART TAKEN FOR DEMPSTER PARK, A SUBDIVISION OF THE NORTH 660 FEET THEREOF), MEASURED ON THE WEST LINE THEREOF IN DILG'S SUBPIVISION OF THAT PART OF THE WEST FRACTIONAL HALF LYING NORTH OF THE SOUTH 18.63 CHAINS EXCEPT THE S 1 ROD OF THAT PART LYING WEST OF THE OLD TELEGRAPH ROAD AND THAT PART OF THE EAST HALF LYING WEST OF THE NORTH BRANCH ROAD AND NORTH OF THE SOUTH 18.63 CHAINS (EXCEPT THE NORTH 3.25 CHAINS THEREOF) ALL BEING IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF NILES, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THAT PART OF LOT 17 IN CHESTERFIELD NILES RESUBDIVISION UNIT 3 BEING A RESUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES NORTHERLY OF A STRAIGHT LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT 17 WHICH IS 41.34 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 17 TO A POINT IN THE CENTER LINE OF THE

0624908079 Page: 8 of 8

# **UNOFFICIAL COPY**

## CHICAGO TITLE INSURANCE COMPANY ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY

LEGAL DESCRIPTION (CONTINUED)

POLICY NO.: 1408 025057608 HE

VACATED ALLEY LYING WESTERLY OF AND ADJOINING LOT 7 IN DEMPSTER PARK ADDITION (ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1928, AS DOCUMENT 9983855) SAID POINT BEING 16.31 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT 7 EXTENDED WESTERLY, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION MADE BY ASSOCIATED BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1996 AND KNOWN AS TRUST NUMBER 1874 AND AS L N ELEM.

COOK COUNTY CLERK'S OFFICE RECORDED AS DOCUMENT NUMBER 97083933 WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

JREQUTY3 12/99 DG