

UNOFFICIAL COPY

Form MP-8
Revised 8/86

ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II 1986 SERIES A MORTGAGE

236451-4

86616999

This instrument was prepared by:
RITA FODOR
(Name)
ARLINGTON HEIGHTS, IL 60005
(Address)

THIS MORTGAGE is made this 23 RD day of DECEMBER, 19 86, between the
Mortgagor, TIMOTHY A. BECKERS, DIV. NOT REMARR. AND KYLE ANN PETERSON, DIV. NOT
REMARRE.

(herein "Borrower"), and the Mortgagee,

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
an association organized and existing under the laws of THE UNITED STATES OF AMERICA,
whose address is 4242 NORTH HARLEM
NORRIDGE, ILLINOIS 60634 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY NINE THOUSAND FOUR HUNDRED AND NO/100 Dollars,
which indebtedness is evidenced by Borrower's note dated DECEMBER 23, 1986 (herein "Note"),
providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and
payable on JANUARY 1, 2017;

TO SECURE to Lender (a) the repayment of the 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, and (b) the repayment of any future
advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").
Borrower does hereby mortgage, warrant, grant and convey to Lender the following described property located in the
County of COOK, State of Illinois:

UNIT 38-2A IN CARRIAGE HOMES OF SUMMIT PLACE CONDOMINIUM AS DELINEATED
ON A SURVEY OF CERTAIN LOTS IN SUMMIT PLACE UNIT I IN THE SOUTHEAST
1/4 OF SECTION 27, AND CERTAIN LOTS IN SUMMIT PLACE UNIT II IN PART OF
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, ALL IN TOWNSHIP 41
NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION
OF CONDOMINIUM RECORDED JUNE 28, 1984 AS DOCUMENT 27151046; TOGETHER
WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

07-26-308-015 *EEO*

which has the address of 435 DRAKE CIRCLE - UNIT 2A SCHAUMBURG,
ILLINOIS 60193 (Street) (City)
(State and Zip Code) (herein "Property Address");

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein referred to as the "Property".

86616999

666919 95 UNOFFICIAL COPY

14 00 MAIL

THIS MORTGAGE UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.
SUBSTANTIALLY MODIFY THE TERMS OF THIS ADDENDUM
NOTICE TO BORROWER: THE PROVISIONS OF THIS ADDENDUM
SUBSTANTIALLY MODIFY THE TERMS OF THIS ADDENDUM
DO NOT SIGN THIS NOTE OR

The Borrower understands that the aggregate conditions for the granting of the loan.
which is secured by the mortgage are as follows:
which is subject to the provisions of this Addendum and the previous Addendum to this
mortgage or the Note, the provisions of this Addendum shall control.
The rights and obligations of the parties to this Addendum and the previous Addendum to this
mortgage are as follows:
which is subject to the provisions of this Addendum and the previous Addendum to this
mortgage or the Note, the provisions of this Addendum shall control.
The Borrower agrees that the Note, the Addendum and the previous Addendum to this
mortgage are as follows:
which is subject to the provisions of this Addendum and the previous Addendum to this
mortgage or the Note, the provisions of this Addendum shall control.

DEPT-01 RECORDING
TREC333 TRAN 2598 12/24/
18701 # A * -86-
COK COUNTY RECORDER

RECORDED AND RETURN TO : THE TAYMANN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
904 ALGONQUIN ROAD
ARLINGTON HEIGHTS, ILLINOIS 60005

STATE OF ILLINOIS	
County of <u>Kankakee</u>	
A Notary Public in and for said County do hereby certify that <u>TIMOTHY A. BECKERS, DIV.</u> NOT REMARR. AND KYLE ANN PETT	
a Notary Public in and for said County Kathy Ladd	
personally known to me to be the same person(s) whose name(s) <u>DIV. NOT</u> subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I, their signed and delivered the said instrument as free and voluntary act, for these uses and purposes herein set forth. Given under my hand and official seal, this <u>22</u> day of <u>July</u> , <u>2012</u> .	
My Commission expires: <u>July 2013</u>	

IN WITNESS WHEREOF, Borrower has executed this Mortgage.
23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release the original amount of the Note.
21. Future Advances. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including amounts advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.
20. Borrower. Borrower shall pay all costs of recordation, if any.
19. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

UNOFFICIAL COPY

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, so long as no reasonable cause therefor 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. **Borrower Not Released.** 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.

11. **Forbearance by Lender Not a Waiver.** 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, and any entity designated by Lender, its successors or assigns to service this Mortgage, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **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 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, return receipt requested, 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.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. 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 the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law, upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 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 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 breach 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.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, 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 Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, 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 occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 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 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled 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 Lender or 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 bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents

8661699

UNOFFICIAL COPY Printed in this pagegraph small regular font under license by expresso

Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under Paragraph 2 hereof.
Borrower shall be responsible for all amounts disbursed by Lender to satisfy insurance premiums in the account of the
mortgagee or trustee in the event of a default in payment of principal or interest.

provided, in full or in part, by the Government, and such rider shall be incorp-
erated in the agreement between the Government and the contractor.

Borrower shall keep the property in good repair and shall not commit waste or permit impairment of the property, or commit any other acts which would impair the value of the property.

Any insurance policy is intended to provide protection against financial loss resulting from damage to the property or personal injury to others.

Under and Borrower otherwise jointly shall agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the property is so acquired by the Borrower for a period of two years.

mailed by Lennder to Borrower that the Insurance Carrier offers to settle a claim for insurance benefits. Lennder is authorized to collect and apply the insurance proceeds at Lennder's option either to restore or to repair or to the sums secured by this Mortgage.

The insurance company shall not be liable for any loss or damage resulting from the non-delivery of the property if the property is abandoned by the borrower, or if the borrower fails to respond to the summons issued by the court within 30 days from the date the notice is served.

such give Plaintiff notice of such restoration or repair before any loss is made or damage is suffered and Borrower otherwise agrees in writing, insurance fees shall be applied to restoration or repair of the Mortgaged property.

such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by Borrower, directly to the insurance carrier.

in such amounts and for such periods as Lender may require, provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by Borrower's obligation.

5. Hazardous Insurance - To prevent the encroachment of trees or other growth on or near property insured against losses by fire, hazards included within the term of coverages, and such other hazards as Lender may require and which appear to prevent the insurance company from insuring the property.

any such lien so long as Borrower shall agree to writing or otherwise acknowledge such payment to the obligee or holder of such lien in a manner acceptable to Lender, or shall in good faith consult with such lien by, or defend enforcement of the obligation secured by such lien in a manner acceptable to Lender.

three or more separate and distinct payments, shall be paid to the Borrower by the Lender in such amounts and at such times as the Lender may designate, and the Borrower shall make payment directly to the Lender, and the Borrower shall not be liable to the Lender for any amount so paid to the Lender, except to the extent that the Borrower has received notice of such payment from the Lender.

4. **Chargers:** Lenses, Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the property which may attain a period of time over this Mortgage, and leasehold payments or rents of ground when due and payable to the lessor.

any Future Advantages. And if the debtor shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to the extent payable on the Note, then to the principal of the Note. And then to interest and principal on any Future Advantages.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender if it underwrote the Property or otherwise acquired by Lender. Lender shall apply no later than immediately after the date of the sale of the Property to the date of the payment of the principal amount of the Note.

Leender shall pay to Borrower any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, due dates of taxes, assessments, insurance premiums and ground rents as they fall due, 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

each debit to the Funds made. The Funds held by Lenders together with the future monthly installments of Funds payable prior to the maturity date of the additional security for the sums secured by 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 to Plaintiff, Lender shall give to Borrower any interest or earnings on the Funds.

insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender may agree in writing at the time of this Note to bear the costs of such a charge. Borrower and Lender may agree in writing at the time of this Note to bear the costs of calculating or determining the amount of the Fund.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a Federal Reserve Bank.

and ground rents on the property, if any. Plus one-month's premium for yearly premiums installments which may accrue over this mortgage, and quarterly premiums for yearly premiums installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by the mortgagee.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by lender, Borrower shall pay to lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Interest") equal to the lesser of (a) the monthly interest rate provided in the Note multiplied by the principal amount outstanding under the Note, or (b) the monthly interest rate provided in the Note multiplied by the principal amount outstanding under the Note plus the amount of any unpaid taxes, insurance premiums, or other amounts due under the Note.

1. Payment of Principle and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

UNOFFICIAL COPY
ILLINOIS HOUSING DEVELOPMENT AUTHORITY
SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II
1986 SERIES A
CONDOMINIUM RIDER

236451-4

23RD

DECEMBER

86

THIS CONDOMINIUM RIDER is made this _____ day of _____, 19_____, and is incorporated into and shall be deemed to amend and supplement a Mortgage ("Security Instrument") dated of even date herewith, given by the undersigned ("Borrower") to secure Borrower's Note to
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
("Lender") and covering the Property described in the Security Instrument and located at
435 DRAKE CIRCLE - UNIT 2A, SCHAUMBURG, ILLINOIS 60193

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as **CARRIAGE HOMES OF SUMMIT PLACE** ("Condominium Project").

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

A. **Assessments.** Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project ("Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. **Hazard Insurance.** So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on property covered by the Owners Association master policy. (This waiver does not apply to hazard insurance covering property which is not subject to coverage under the Owners Association master policy.)

(ii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with the excess, if any, paid to Borrower.

C. **Lender's Prior Consent.** Borrower shall not, without prior written notice to Lender and Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided 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 material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. **Remedies.** If Borrower breaches any of Borrower's covenants and agreements under the terms of this Condominium Rider, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

X Timothy A. Beckers
Borrower

TIMOTHY A. BECKERS/DIV. NOT REMARR.

X Kyle Ann Peterson
Borrower

KYLE ANN PETERSON/DIV. NOT REMARR.

86691999

STATE OF ILLINOIS

)

) SS

COUNTY OF Cook

Kathy Tasch, a Notary Public in and for said county and state, do hereby certify that TIMOTHY A. BECKERS AND KYLE ANN PETERSON, personally known to me to be the same person(s) whose name(s) and subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they he signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 23 day of Dec, 1986

My commission expires:

Notary Public

"OFFICIAL SEAL"

Kathy Tasch

State of Illinois
Date 1/1/90

UNOFFICIAL COPY

Property of Cook County Clerk's Office

86616999

RECORD AND RETURN TO:
THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
904 ALGONQUIN ROAD
ARLINGTON HEIGHTS, ILLINOIS 60005