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RECORD AND RETURN TO: CAMERON-BROWN COMPANY D.B.A. CAMERON-BROWN MORTGAGE COMPANY 1840 East Dundee Rd. Suite 310 Palatine, IL. 60067

86044767

- [Space Above This Line For Recording Data] -

MORTGAGE

under the laws of . North Carolina, and whose address is secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performent of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower doe, hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

Unit 14B in Chelsea Cove Condominium No. 1 as delineated on survey of a Unit 14B in Chelsea Cove Condominium No. 1 as delineated on survey of a part of Lot 1 in "Chelsea Cove", a subdivision, being a part of Lots 5, 6, and 7 taken as a tract, in Owner's Division of Buffalo Creek Farm, being a subdivision of part of Section 2, 3, 4, 9 and 10, Township 42 North, Range 11 East of the Third Principal Meridian in the Village of Wheeling, Cook County, Illinois according to the Plat thereof recorded January 31, 1973, as document 22205368 in Cook County, Illinois, which survey is attached as Exhibit B to Declaration of Condominium Cwnership made by American National Bank and Trust Company of Chicago, as Trustee under Trust No. 77166 recorded in the Office of the Recorder of Divids of Cook County, Illinois as document 22604309, together with a percentage of the common elements document 22604309, together with a percentage of the common elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with declarations as same are filed of record pursuant to said declaration, and together with additional common elements as such amended declarations are filed of record, in the percentages set forth in such amended declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such amended acclaration as though conveyed hereby.

03-03-400-032-1200

which has the address of 676 Brighton Place Wheeling Illinois60090 ("Property Address"); [Zip Code]

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

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

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

18-71-61 F

My Commission expires: 16/6/87 Given under my hand and official seal, this. set forth. signed and delivered the said instrument as 1941..... se and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that She personally known to me to be the same porson(st whose name(st) .. id. , a Notary Public in and for said county and state, .. County 55: ine For Acknowledgment) ---BY SIGNING BELOW, Befrewer accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Other(s) [specify] Planned Unit Development Rider Graduated Pay'nent Rider Tabia eta a sidaten [h Condominium Rider Z → Family Rider

supplement the evangants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Checl. a.plicable box(es)] this Security intrament, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Rivers to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

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. Any rents collected by Lender or the receiver shall be applied first to payment of the but not limited to, reasonable attorneys' fees and costs of title evidence.

Zo. Lender in Possession. Upon acceleration under paragraph 19 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 prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially prior to the expiration of any person of any person of any person of any person of the person of any person of the person of any person of any person of the person of any person of the person of any pe

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. 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 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 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; unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 71 19. Acceleration; Remedles, Lender shall give notice to Borrower prior to acceleration following Borrower's

NOW DAIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is acceptant of the Property or or the property or

to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower (10) Peleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the security right or remedy.

11. Successors and Assigns Bound; Int and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and beneal the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) soc-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charges shall be reduced by the amount necessary to reduce the charges to reduce the charges

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

paragraph 17

14. Notices. Any notice to Borrower provided for in this Security Instrument; half be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The actice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender. In given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Instrument, appearing in court, paying teasonable altorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument Unless Borrower and Lender to a space to appear the paragraph. in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

fee title shall not merge unless Lender agrees to the merger in writing. 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not desiroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower acquires fee title to the Property, the leasehold and Borrower acquires fee title to the Property, the leasehold and

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of he payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The Mod will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore applied to the sums secured by this Security Instrument, whether or not then due, with Sire excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender the, the insurance carrier has of the Property damaged, if the restoration or repair is economically feasible and Lenger's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restoration or repair is not economically seasible or Lender's security would be lessened, the insurance proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance proceeds snall be applied to restoration or repair

Lender shall have the right to hold the policies and receptate. It Lender teams and render shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give promptly give to Lender and Lender may make proof of loss if not made promptly by Borrower. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

insured against loss by fire, hazards included within the term "exten ind any other hazards for which Lender requires insurance. This insurance shall be maintained in the arrounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrount abject to Lender's approval which shall not be

5. Hazard Insurance. Borrower shall keep the imprevements now existing or hereafter erected on the Property

of the giving of notice.

prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain prierly over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or the of the actions set forth above within 10 days faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good

receipts evidencing the payments.

Act; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liens. Lorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain price. Lorrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person, owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender and the paragraph.

3. Application of hayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shell be applied: first, to late charges due under the Note; second, to prepayment charges due under the

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 cruit serinst the sums secured by this Security Instrument. any Funds held by I ender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

amount necessary to make up the deficiency in one or more payments as required by Lender. Upon p. yment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

instrument.

each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay like escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall not be required to pay Borrower any interest or earlings 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 seth debits to the Funds and scounting of the Funds as additional security for the surface and the purpose for which seth debits to the Funds and state of the Funds and accounting of the Funds as additional security for the surface and accounting of the Funds as additional security for the surface may accounting are pledered as additional security for the surface may accounting are pledered as additional security for the surface may accounting are pledered as additional security for the Funds and the purpose for which seth debits to the Funds and the purpose for which seth debits to the Funds and accounting are pledered as additional security for the surface and the funds and accounting are proposed to a security for the surface and accounting are placed as additional security for the surface and accounting accounting as a placed as additional accounting the surface are placed as additional accounting the surface and accounting the place for which are accounting the surface and accounting the surface are placed as additional accounting the surface are accounting the surface are placed to account the surface and accounting the surface are accounting the surface and accounting the surface are accounted to the surface and accounting the surface are accounting the surface and account the surface are accounting the surface are accounted

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a

basis of current data and reasonable estimates of future escrow items. one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly lease and assessments which may attain priority over this Security Instrument; (b) yearly lease to ground tents on the Property, if any; (c) yearly hazard insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the hasis of our days and sessonable resignate of the property. to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due

UNCENTRAL REPORT PORT No. 797773

THIS CONDOMINIUM RIDER is made this27thday of
of the same date and covering the Property described in the Security Instrument and located at: 676 BRIGHTON PLACE, WHRELING, ILLINOIS 60090 [Property Address]
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
CHELSEA COVE 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. Conformalum 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 fue, all dues and assessments imposed pursuant to the Constituent Documents. B. Hazard Instructes, So long as the Owners Association maintains, with a generally accepted insurance carrier, a "muster" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then: (i) Lender waives for provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation hader Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt (otice of any lapse in required 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, may 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 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 ac expt ble in form, amount, and extent of c
the Owners Association unacceptable to Lender. F. Remedies. If Borrower does not pay condominium dues and assessments when due, ther Lander 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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower receive ting payment.
By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.
VIGURIA LYNN POTTS (Seal)

*D.B.A. CAMERON-BROWN MORTGAGE COMPANY

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