

86123952

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 24, 1986. The mortgagor is CARMEN M. ACETO, DIVORCED, AND NOT SINCE REMARRIED. ("Borrower"). This Security Instrument is given to HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF JOUET, which is organized and existing under the laws of the UNITED STATES OF AMERICA, and whose address is 2801 West Jefferson Street, Joliet, Illinois, 60435. ("Lender"). Borrower owes Lender the principal sum of FORTY THREE THOUSAND FIVE HUNDRED AND NO/100THS Dollars (U.S. \$43,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2001. This Security Instrument 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 performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

"SEE EXHIBIT "A" ATTACHED"

86 123952

DEPT-01 RECORDING \$15.25
T#2222 TRAN 001504/01/86 15:07:00
#02603 P * -86-123952

15.00 MAIL

08-08-301-024 RP

which has the address of 5400 CARRIAGE WAY DRIVE, ROLLING MEADOWS, Illinois 60008 ("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 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 seized 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.

86123952



Notary Public Signature

My Commission Expires: 10-15-81

Witness my hand and official seal this _____ day of MARCH 1981

I, _____ a Notary Public in and for said county and state, do hereby certify that before me and (a) known to me to be the person(s) who, being informed of the contents of the foregoing instrument, personally appeared _____ (the name) (the name) (the name) executed said instrument for the purposes and uses therein set forth free and voluntary act and deed and that

STATE OF ILLINOIS COUNTY OF COOK SS: _____

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with this Security Instrument. (Space below for acknowledgment)

Borrower (Seal)

Carmen M. Aceto
CARMEN M. ACETO
Borrower (Seal)

20. I agree to the Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument and agree to the terms and covenants of each such rider shall be incorporated into and shall amend and

21. Release of all sums secured by this Security Instrument, Lender shall release this Security Instrument within 30 days of the date of payment of all sums secured by this Security Instrument.

22. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including:

23. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including:

24. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including:

25. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including:

26. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including:

27. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including:

28. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including:

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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 or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender 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 Not Released; 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 a mortgization 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 exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit 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) is co-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 sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice 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 when 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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1. PAYMENT OF PRINCIPAL AND INTEREST; REPAYMENT AND LATE CHARGES.

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attach in priority over this Security Instrument; (b) yearly lessor payments of ground rents on the Property; if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage payments on the Property. Lender may estimate the Funds due on the basis of current and reasonable estimates of future escrow items.

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 the escrow items, unless Lender may charge on holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the escrow items shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon receipt of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 9 the Property is sold or acquired by Lender, Lender shall apply, no later than 15 days after the date of sale or acquisition of the Property, to the proceeds of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a security against the sums secured by this Security Instrument.

Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property, which may remain to be paid by Borrower, for this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on the date 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 receipts evidencing the payments.

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

Hazard insurance. Borrower shall keep the in premises now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier, providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall give to the policy and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender and shall promptly give notice to the insurance carrier and Lender of any claim. If Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender 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 the payments. If under paragraph 1 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property, prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Lender shall not be liable for the destruction, damage or substantial change of the Property, or the deterioration or committal waste, if this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and for this shall not merge. Lender agrees to the merger in writing.

Provision 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 Lender's right in the Property (such as proceedings in bankruptcy, probate, for condemnation or to enforce laws or regulations) then Lender may do and pay for, whichever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' 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 under this paragraph 7 shall become additional debt of Borrower secured by this 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 requesting payment.

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THIS CONDOMINIUM RIDER is made this 24TH day of MARCH, 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 5100 CARRIAGE WAY DRIVE, ROLLING MEADOWS, ILLINOIS 60008 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: CARRIAGE WAY COURT CONDOMINIUM'S (Name of Condominium Project)

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

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

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

B. Hazard 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, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the 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 under 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 notice 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, 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 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. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after 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 insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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

Carmen M. Aceito (Signature) (Seal) Borrower
CARMEN M. ACEITO

..... (Seal) Borrower

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Property of Cook County

2009
Kane & Chobot
1005 E. Algonquin Rd.
DeMolter, Ill., Ill. 60119



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PARCEL 1:

Unit Number 309 and P-38, in Carriage Way Court Building Number 5400 as delineated on as survey of the following described real estate: That part of Lots 4 and 5 of Three Fountains at Plum Grove (according to the Plat thereof recorded July 8, 1968 as Document 20543261) being a Subdivision in Section 8, Township 41 North, Range 11 East of the Third Principal Meridian, described as follows: Commencing at the most Southerly corner of Lot 5; thence North 69 degrees 58 minutes 00 seconds West along the Southerly line of Lot 5; thence North 20 degrees 02 minutes 00 seconds East (at right angles hereto) 35.96 feet to the point of beginning; thence North 22 degrees 08 minutes 04 seconds West 281.00 feet; thence North 22 degrees 08 minutes 56 seconds East 93.00 feet; thence South 67 degrees 51 minutes 04 seconds East 281.00 feet; thence South 22 degrees 08 minutes 56 seconds West 93.00 feet to the point of beginning, in Cook County, Illinois which Survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document 25945971 together with its undivided percentage interest in the common elements.

PARCEL 2:

Easement for ingress and egress for the benefit of Parcel 1 as set forth in Declaration of Covenants, Conditions, Restrictions and Easements for the Carriage Way Court Home-owners' Association dated July 10, 1981 and recorded July 22, 1981 as Document 25945355 and as created by Deed from American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated November 7, 1979 and known as Trust Number 48050 to Carmen M. Aceto dated March 8, 1982 and recorded June 24, 1982 AD26271156.

PARCEL 3:

Easement for ingress and egress for the benefit of Parcel as set forth in the Grant of Easements dated September 25, 1968 and recorded October 18, 1968 as Document 20649594 and as created by Deed from Three Fountains East Development Associates, a Limited Partnership to Anthony R. Licata dated November 23, 1979 and recorded January 30, 1980 as Document 25303970 for ingress and egress over and across Lot 2 in Three Fountains at Plum Grove Subdivision in Cook County, Illinois.

PARCEL 4:

Easement for the benefit of Parcel over the North 60 feet of that part of Lot 1 falling within the East 1/2 of the West 1/2 of Section 8 aforesaid for the purpose of reasonable pedestrian traffic as created by Grant of EAsement made by Hibbard, Spencer Bartlett Trust to Three Fountains East Development Associates, a Limited Partnership recorded June 20, 1969 as Document 20877478 in Cook County, Illinois.

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Property of Cook County Clerk's Office