VA FORM 26-6310 (Home Loan)
Rev. August 1981. Use Optional.
Section 1810; Title 38, U.S.C.
Acceptable to

Federal National Mortgage Association

### MORTGAGE

THIS INDENTURE, made this

lst

day of

May

19 86, between

Charles R. Terasa, an unmarried person



Mortgagor, and

Sears Mortgage Corporation
a corporation organized and existing under the laws of the State of Ohio
Mortgagee.

WITNESSET.: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of Forty Two Thousand Four Hundred and 00/100s-----Dollars (\$ 42,400.00) ) payable with interest at the rate of nine and one half per centum (9.5%) per annum on the unpair balance until paid, and made payable to the order of the Mortgagee at its office in , or at such other place as the holder may designate in writing, and , filinois Lincolnshire delivered or mailed to the Morrgagor; the said principal and interest being payable in monthly installments of Three Hundred Fifty Six and 53/100s Dollars (\$ 356.53 ) beginning on the first day of , 19 86 , and continuing on the first day of each month thereafter until the note is fully paid, except that the final payment ci, rincipal and interest, if not sooner paid, shall be due and payable on the first day of June 1 2016

Now, Therefore, the said Mortgago, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgage, its successors or assigns, the following described real estate situate, lying, and being in the county of Cook and the State of Illinois, to wit:

Unit Number 2410-13 in Coach Light Concornium as delineated on a survey of the following described real estate:
Part of Lot 2 and Lot"A" in Algonquin Park Intt Number 2, being a subdivision in the West 1/2 of the West 1/2 of East 1/2 of Section 8, Township 41 North, Range 11 East of the Third Trincipal Meridian, which survey is attached as Exhibit "A" to Declaration of Condominium recorded as Document Number 25385416 together with its undivided percentage interest in the common elements, in Cook Jounty, Illinois.

¥08-08-106-024-1274

2410 #13 Algonquin Rd. Rolling Meadows, IL 60008 COUNTY, ILLINOIS

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"SHOULD THE VETERANS ADMINISTRATION FOR ANY REASON FAIL OR REFUSE TO ISSUE THE LOAN GUARANTY CERTIFICATE IN ACCORDANCE WITH THE PROVISIONS THE SERVICEMAN'S RE-ADJUSTMENT ACT OF 1944, AS AMENDED, AND THE CERTIFICATE OF COMMETMENT ISSUED BY THE VETERANS ADMINISTRATION TO GUARANTEE THE LOAN SECURED BY THIS SECURITY INSTRUMENT WITHIN 60 DAYS OF THE DATE HEREOF AND OF THE SECURED NOTE, THE LENDER MAY AT ITS OPTION, DECLARE ALL SUMS SECURED BY THIS MORTGAGE IMMEDIATELY DUE AND PAYABLE."

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty; and are a portion of the security for the indebtedness

harain	mentioned:	***	This Instrument Prepared By:
110.0111	internationett,	4814 - 844 58 081 7 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	Linda Broeder
			Sears Mortgage Corporation
			800 South Milwaukee, Suite 240
		· ·	Libertyville, Il 60048

BOX 038—CA

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ings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses thall become somuch additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any each case, and consain, made in pursuance of any such decree; (1) All the costs of such suit or suits, advertising, sale, and conveys accounting reasonable attorneys, solicitors, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the hortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and voic and dortgages will, within thirty days after written demand therefor by Mortgages, execute a release or satisfaction of this of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgages.

The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indeptedness or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured given by the Mortgages to any successor in interest of the Mortgagor shall operate to the contradent of the Mortgagor shall operate to the contradent of the Mortgagor.

If the indebt dass secured hereby be guaranteed or insured under Title 38. United States Code, such Title and Regulations is such Title and Regulations of the date hereof shall govern the rights, duties and liabilities of the particulations of this or other matruments executed in connection with said liabilities of the particulations of this or other instruments executed in connection with said litle or Regulations are hereby amended to conform thereo.

THE COVERANTE HELVIN CONTAINED shall bind, and the benefits and advantages shall mure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the singular number shall include the plural, the plural include any payes of the indebtedness here of shall include any payes of the indebtedness here of shall include any

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GIVEN under my Land and Motarial Seal this	:	This metrument was prepared by:
se and waiver of the right of homestead.	th, including the relea	ness and purposes therein set for
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To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

#### AND SAID MURTGAGOR covenants and agrees:

To keep said prevalues in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value the coof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics ment or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is faily paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or as estiments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgagee the Mortgagor shall elecute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the series and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity vith and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) anys after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said previses or any part thereof to satisfy the same.

#### AND the said Mortgagor further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

(a) "sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments.

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onerges of the attorneys or solicitors of the Mortgagee, so made parties; for services in such suit or projectshall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgages g, such proceeding. and sise for all outlays for documentary evidence that the cost of a complete abstract of title sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant

installment when paid more than fifteen (15) days after the due date thereof to cover the extense involved in handling delinquent payments, but such "late charge" shall not be payable out of to the due date of the next payment, constitute an event of default under this Mortgage. At Mort-gagor will pay a "late charge" not exceeding four per centum (4%) of any

II. interest on the note secured hereby; and

the proceeds of any sale made to satisfy the indebtedness secured hereby unless such proceedin are Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior

III smortization of the principal of the said note.

Terror rents, if any, taxes, assessments, fire, and other hazard insurance premiums;

secured hereby, shall be paid in a single payment each month, to be applied to the following items in ston side agreement of the emounts payable pursuant to subparage aff. (6)

sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

mencement of such proceedings of at the time the property is otherwise acquired, the amount then remaining provisions of this mortgage, esulting in a public sale of the premises covered hereby, or if the Mortgagee as Trustee shall apply, at the time of the comthe amount of such in the dess, credit to the account of the Mortgagor any credit balance remaining under the provisions of subpart, raph (a) of the preceding paragraph. If there shall be a default under any of the full payment of the entre indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the Mortgagor shall sender to the Mortgagee, in accordance with the provisions of the note secured hereby, trom the Mortgager stating the amount of the deficiency, which notice may be given by mail. It at any time saiy to make un 'ne deficiency. Such payments shall be made within thirty (30) days after written notice same shall be one and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount micesto the Mortpayor. If, however, such monthly payments shall not be sufficient to pay such items when the ments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded sasesaments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payshall exceed the amount of payments actually made by the Mortgagee as Trustee for ground tents, taxes, and If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph

to the Mortgagee all the rents, issues, and or ofte now due or which may hereafter become due for the use of the AS Appirioual Security for the payment of the indebtedness storessid the Mortgagor does hereby sisign balance to the principal then remaining inpaid under said note.

to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid and the

edness secured hereby. or mineral lease is directed to pay any profits, bont set, rents, revenues or royalties to the owner of the indebteral leases or conveyances thereof now or hereafter in effect. The leasee, assignee or sublessee of such oil, gas and profits until default hereunder, EXCEPT reats, bonuses and royalties resulting from oil, gas or other minpremises hereinabove described. The More of shall be entitled to collect and retain all of said rents, lisues

and the Mortgagee jointly, and the insurance proceeds, or any part thereot, may be applied by the Mortgagee at suthorized and directed to make payment for such loss directly to the los instead of to the Mortgagor may make proof of loss if not made promptly by Mortgagor, and each in urance company concerned is hereby acceptable to the Mortgagee, in event of loss Mortgagor will give imnied ite notice by mail to the Mortgagee, who therefor. All insurance shall be carried in companies approved by he Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto lost payable clauses in favor of and in form Eages may from time to time require, on the improvement. Ow or hereafter on said premises, and except when payment for all such premiums has theretofore been made, i.e. he will pay promptly when due any premiums MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mort-

hareby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said prin-IN THE EVENT of default in making any monthly payment provided for herein and in the note secured any insurance policies then in force shall pass to the purchaser or grantee. in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to property damaged. In event of foreclosure of this mortgage, or other transfer or the mortgaged property its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the

without notice, become innredistely due and payable, cipal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgages,

sary for the protection and preservation of the property. when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other ilems case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits ni thas tius states, and profits of the said premises during the pendency of such foreclosure suit and in the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgages, with power to to many viting the period of the prince of man sold of the same and the sold of the period of the sold application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such filed may at any time theresiter, either before or after sale, and without notice to the said Mortgagor, or any at illid hus nortgage, and upon the filing of any bill for that purpose, the court in which and bill is IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immedi-

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable

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

Sears Mortgage Corporation, an Ohio Corporation

of the same date and covering the Property described in the Security Instrument and located at:

2410 #13 Algonquine Rd., Rolling Meadows, Illinois (Property Address)

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

Coach Light 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. 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 Cor a minium 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. Hazar Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blan'tet" 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 "extender coverage," then:
- (i) Lender was es 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 of ligation 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 prouve 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, Borrow'r shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance or liny acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any awar i 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 I istrument 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 Condominion Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other calculity or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documen s if the provision is for the express benefit of Lender:
  - (iii) termination of professional management and assumption of suf- nanagement of the Owners Association;
- (iv) any action which would have the effect of rendering the public liab any 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 Bo row is secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be a interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Bor. over requesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

	$\Omega$ .
(Scal) -Borrower	Charles R. Terasa
(Scal) -Borrower	
(Seal) -Borrower	
(Scal) Borrower	

MULTISTATE CONDOMINIUM RIDER—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3140 12/83

or

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Society County Clarks Office