

## UNOFFICIAL COPY

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SEPT. 01 REC'D BY CO. 115.25  
 87423850 IRAN 1400 07/07 16-28-99  
 87423850 4 2 47-497 47423850  
 COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

*1162  
0408  
REC#*

THIS MORTGAGE ("Security Instrument") is given on July 16, 1987. The mortgagor is LINDA J. BLOMQUIST, spinster ("Borrower"). This Security Instrument is given to FAIRFIELD SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of STATE OF ILLINOIS, and whose address is Old McHenry Road & Route 83, Long Grove, Illinois 60047 ("Lender"). Borrower owes Lender the principal sum of SIXTY-FOUR THOUSAND AND NO/100 Dollars (U.S. \$.64,000.00). 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 August 1, 2017. 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:

THIS RIDER CONSTITUTES AND IS AN INTEGRAL PART OF THE SECURITY INSTRUMENT.

which has the address of 376 Newgate Court, Schaumburg,  
Illinois 60193 ("Property Address"); [Street] [City]  
[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.

1162-185

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4477  
This instrument was prepared by... SKILLFUL, CAPABLE, FAIR-HEARTED, SAVVY, AND LOAN ASSOCIATION..  
100 MICHIGAN ROAD, #1, BOX 1190 RFD  
INDIANAPOLIS, IN 46204-1190

|   |   |
|---|---|
| <p style="text-align: right;">Notary Public<br/>Signature (Seal)</p> <p style="text-align: right;">July 16th, 1987.</p> <p style="text-align: right;">Witness my hand and official seal this day of July, 1987.</p> | <p><b>My Commission Expires 10/5/88</b></p> <p>Notary Public, State of Illinois<br/>Scrip Del Campo<br/>"OFFICIAL SEAL"</p> |
|---|---|

(she, she, they)  
..... execute said instrument for the purposes and uses therein set forth.  
..... have executed same, and acknowledge said instrument to be ..... **PET** ..... free and voluntary act and deed and that  
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,  
I, LINDA J. BLOMQUIST, Spouse, a Notary Public in and for said country and state, do hereby certify that  
SCROLL SAVING

STATE OF ILLINOIS  
COUNTY OF LAKE  
} ss:

(Space Below for Acknowledgment)  
\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
(Seal)

LINDA J. BLOMQUIST  
\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security

Other(s) [Specify]       Graduate Project Rider       Planned Unit Development Rider  
 Adjustable Rate Rider       condominium Rider       2-4 Family Rider

Instrument [Check applicable box(es)]  
Supplements like covenants and agreements of this Security instrument as if the rider(s) were a part of this Security

This Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
23. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with  
this Security instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security

22. Waiver of Homestead. Borrower waives all right of homestead excepted in the Property.

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

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security  
recipients bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument, fees, premiums on  
costs of manageable collection of rents, including, but not limited to, receiver's fees, premiums on  
the Property including those costs due, Lender or the receiver shall be entitled first to payment of the  
appointed receiver shall be entitled to receive upon, take possession of the Property and to collect the rents of  
prior to the expiration of any period of recompilation following judicial sale. Lender (in person, by agent or by judge  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
but not limited to, reasonable attorney's fees and costs of little evidence.

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.

Excessive late specified in the notice to Borrower to accelerate, if the default is not cured on or  
before the date of a default or any other default specified in the notice to Borrower to accelerate, if the default is not cured  
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings the non-  
secured by this Security instrument, foreclosed by judge and sale of the Property. The notice shall furnish  
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
unless specified in the notice to Borrower, by which the default must be cured;

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
breach of any covenant or agreement in this Security instrument (but not prior to acceleration paragraphs 13 and 17  
unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the  
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

NON-UNIFORM 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 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 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 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 loans 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. These 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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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 demanding payment.

7. Protection of Lennder's Rights: In the event of a loss or damage to the property, Lennder's rights are to receive prompt and adequate compensation. If Borrower fails to perform the covenants and obligations contained in this Security Instrument, Lender may signifiably affect Lennder's rights as provided in the title page of this instrument.

Instrument shall immediately prior to the acquisition. 6. Pre-emption and Maintenance of Property; Leasesholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall and leases shall be held in accordance with the terms of the lease.

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 I and 2 or change the amount, or the payments. It under paragraph 19 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 interest.

the property or to pay sums secured by this security instrument, whether or not then due, during the period when the property is given

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies 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 company.

5. **Borrowed Insurance.** Borrower shall keep title to the property or fixtures or equipment referred to in the financing documents. Borrower shall pay all premiums now or hereafter due and payable under the insurance policies and shall pay all taxes, assessments, and other charges which may be levied against the property or fixtures or equipment.

Borrower shall satisfy the lien or more of the actions set forth above within 10 days of notice of entry of judgment.

Note: third, to amounts payable under Paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges: Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain Secuity instruments, and leasehold payments of ground rents, if any over this instrument. 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 to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates 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 Lender 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 of all sums secured by this Security Instrument, as required by Lender.

2. Funds for Taxes and Insurance. Subject to applicable law up 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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

**1. Payment of Principal and Interest** Borrower shall pay to Lender the Note and any prepayment and late charges due under the Note.

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THIS MORTGAGE INSTRUMENT AND ITS ATTACHED EXHIBITS  
PART OF THE INSTRUMENT ATTACHED HERETO.

Unit No. 1-13-46-R-V-2 in Lexington Village Coach House Condominium, as delineated on a Plat of survey of a parcel of land, being a part of the East Half (1/2) of the Southeast Quarter (1/4) of Section Twenty-Two (22), and part of the West Half (1/2) of the Southwest Quarter (1/4) of Section Twenty-Three (23), Township Forty-One (41) North, Range Ten (10), East of the Third Principal Meridian, in Cook County, Illinois, (hereinafter referred to as "Development Parcel") which survey is attached as Exhibit "A" to the Declaration of Condominium made by Central National Bank in Chicago, as trustee under Trust Number 22502, recorded March 30, 1978 as Document No. 24,383,272, as amended from time to time 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 Amended 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 Percentage shall automatically be deemed to be conveyed effective on the recording of such Amended Declarations.

Mortgagor also hereby grants to the Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described Real Estate, the rights and easements for the benefit of said property set forth in the aforesaid Declaration of Condominium Ownership.

This Mortgage is subject to all rights, easements, covenants, conditions and reservations contained in said Declaration of Condominium Ownership the same as though the provisions of said Declaration of Condominium Ownership were recited and stipulated at length herein.

RE ATTORNEY USE