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DEPT-91 RECORDING \$15.00
T#4944 TRAN 2002-09-02 10:03:09
#2345 #, ID # 87-483166

Loan # 002000029

(Space Above This Line For Recording Data)

COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 13
1987. The mortgagor is LORNA T. KELLY, A SINGLE PERSON NEVER HAVING BEEN MARRIED
("Borrower"). This Security Instrument is given to
ALEXIS GROUP, which is organized and existing
under the laws of ILLINOIS,
2015 S. KELLY AVE., HTS., IL 60005, and whose address is ("Lender").
Borrower owes Lender the principal sum of SIXTY TWO THOUSAND & 00/100
Dollars (U.S. \$ 62,000.00). 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 SEPTEMBER 1st, 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:
UNIT NO. 1-3-7-R-0-1 IN LEXINGTON LANE COACH HOUSES CONDOMINIUM, AS
DELINEATED ON A PLAT OF A SURVEY OF A PARCEL OF LAND, BEING A PART OF
LEXINGTON LANE, A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF
SECTION 22, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE
DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS
TRUSTEE UNDER TRUST NO. 24370, RECORDED DECEMBER 16, 1981 AS DOCUMENT NO.
26087405 TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURNEANT TO
SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM, AS
AMENDED FROM TIME TO TIME (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN
THE DECLARATION AND SURVEY, 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
PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE
RECORDING OF SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED HEREBY) TOGETHER
WITH THE EXCLUSIVE RIGHT TO THE USE OF GARAGE UNIT NO. G-1-3-7-R-0-1 AS
DELINEATED ON THE AFORESAID PLAT OF SURVEY IN ACCORDANCE WITH THE PROVISIONS
OF THE AFORESAID DECLARATION AS AMENDED FROM TIME TO TIME.

L-103746-C1
Land Title Company
TAX ID. NO. # 07-22-401-045-1051 [Signature]
which has the address of 136 CENTURY COURT #7-01 [Street]
Illinois 60193 [City]
[Zip Code] ("Property Address");

SCHAUMBURG

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

FFMC 928 (1/86)

15 00

Form 3014 12/83

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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 the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly 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.

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. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a 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 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 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 payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later 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 credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, 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.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over 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 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 receipts evidencing the payments.

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 faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to 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 priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements 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 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 carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender'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 applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then 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 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 Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** 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, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

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 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 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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18. Borrower's Right to Remand. 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 entitling this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which he or she under this Security Instrument and the Note had no acceleration of; (b) cures any defect of a kind of any other covariance of any expenses all arising from this security instrument; or (c) pays all expenses incurred in enforcing this security instrument. Lender may sue to recover the amount of any judgment or award of costs and expenses, and attorney fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument is not limited to reasonable attorney fees.

If Lennder exercises this option, Lennder shall give Borrower notice of acceleration. If the notice shall provide a period of less than 30 days from the date the notice is delivered to mailed delivery within which Borrower must pay all sums secured by this Security Instrument, Lennder may invoke further notice or demand on Borrower.

interests in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural person's prior written consent, Lender may, at its option, require immediate payment in full of all sums received by Lender, however, this option shall not be exercised by Lender if exercise is prohibited by section 26 of the Securities Act of 1933, as amended.

16. Borrower shall be given one conformed copy of the Note and of this Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any
Note is decedented to be severable.

Note 20 contains information in which the property, plant and equipment, intangible assets and provisions for losses on contracts are measured at fair value less costs of disposal. To this end the provisions of this Note which can be given effect without the conflicting provisions. To this end the provisions of this Note which can be given effect without the conflicting provisions of this Note.

First class mail to Lenders, address to Borrower, and notice to Leveragee. Any notice to Leveragee shall be deemed to have been given to Borrower. Any notice to Lender or Borrower shall be deemed to have been given to Borrower. Any notice to Leveragee shall be deemed to have been given to Borrower.

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 otherwise specified. Borrower shall receive notices by mail at the address set forth in Paragraph 17.

13. **Registration Action** **Leender's rights.**
renders any provision of the Note of this Security Instrument ineffective according to its terms, Leender, at its option, may require immediate payment in full of all sums received by this Security Instrument under this note or any other instrument or agreement between Leender and May invoke any remedies permitted by paragraph 19. If Leender exercises this option, Leender shall take the steps specified in the second paragraph of this note to collect the amount due under this note.

charges, and that law is hardly interpreted so that, *de inter攝e*, one interest of 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 (c) any sums already collected from the borrower which exceed the permitted limits will be refunded by reducing the principal owed to Borrower. Lender may sue to make this collection by reducing the principal owed to Borrower.

which Borrowers consent, if the loan secured by the Security Instrument relates to one or more loans made by the same bank or trust company as the Note.

Instruments but does not execute the Note; (a) is co-signing this Security Instrument only to mortgagage; (b) is granted and convey that Borrowers interest in the Property instrument; (c) agrees that Lender and any other Borrower may agree to extend, the sum secured by this Security Instrument; (d) is not personally obligated to pay any amount due under this Security Instrument without notice or demand.

such as how to use a power source or how to clean a lens. It is important to keep these instructions safe and accessible for future reference.

shall not be a deliverer of or recipient of any right to remedy.

intended for the sum or part of the sum mentioned in the first paragraph of section 10(1) of the Income Tax Act, shall not be liable to tax if the amount of the sum so intended is less than the amount of the sum so intended.

Given, I understand is authorized to collect and apply the proceeds, either to restoration or repayment of the property or to the sums secured by this Security Instrument, whether or not the due.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condominium offers a partial or complete waiver of the minimum occupancy requirements, such occupancy ceases and remains

Lunaria rumen, whether or not then due, with any excess paid to Borrower. In the event of a partial taking by unsecured other and Lender, the sums secured by this Security interest shall be reduced by the fair market value of the property immediately before the taking. Any balance shall be before the taking, divided by (b) the fair market value of the property.

any conveyance or part of the property, or for conveyance in trust or condominium, the trustee assigned and shall be paid to Under.

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

Insurance premiums shall pay the premiums required to maintain the insurance in effect until such time as the requirement for insurance terminates.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument.

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13th

AUGUST

87

THIS CONDOMINIUM RIDER is made this day of 19....., 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 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
136 CENTURY COURT #7-01 SCHAUMBURG, ILLINOIS 60193
[Property Address]

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

LEXINGTON LANE COACH HOUSES

[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.

CONDONINIUM 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.

X *Lorna T. Kelly*
LORNA T. KELLY

(Seal)
Borrower

(Seal)
Borrower

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RECEIVED
COURT CLERK'S OFFICE
COOK COUNTY, ILLINOIS
JULY 10, 1968
SEARCHED INDEXED SERIALIZED FILED

Designated under the terms of the statute, the following documents

are hereby filed in the office of the Clerk of the Circuit Court.

SEARCHED INDEXED SERIALIZED FILED
CIRCUIT COURT OF COOK COUNTY, ILLINOIS
JULY 10, 1968

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JULY 10, 1968

AUGUST 10, 1968

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