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Land Title Company
1-100987-01 Took half

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given onJANUARY 26....., 19...87.... The mortgagor is ...LORI C. AND MICHAEL P. SIMON.....husband.....in joint tenancy..... ("Borrower"). This Security Instrument is given toTHE LORIS AND MICHAEL COMPANY.....which is organized and existing under the laws ofCONNECTICUT....., and whose address isP.O. BOX 225644, DALLAS, TEXAS 75265..... ("Lender"). Borrower owes Lender the principal sum of ..SIXTY-ONE THOUSAND FIVE HUNDRED AND .00/100..... Dollars (U.S. \$.....61,500.00.....). 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 ...FEBRUARY 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:

AS PER ATTACHED SCHEDULE A AND BY THIS REFERENCE MADE A PART HEREOF

PERMANENT TAX NUMBER 07-24-302-016 - 1103

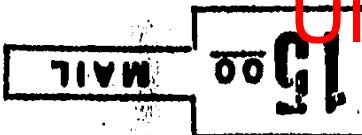
which has the address of1233 PLUMREE COURT, D-1....., SCHAUERBURG.....
[Street] (City)
Illinois60193..... ("Property Address");
[Zip Code]

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

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

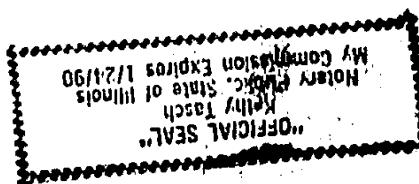
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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PARK RIDGE IL 60068
116 SUTTE RD. HIGGINS WEST 3300 THE JONAS COMPANY

DRAFTED BY AND WHEN RECORDED RETURN TO:



NOTARIAL PUBLIC

Given under my hand and official seal, this 24th day of October, 1987.

whose name(s) John appears before the foregoing signature, appears before the date set forth,

I, hereby certify that John C. Amodeo + Michael P. Simon
do hereby personally subscribe to and affix their signatures
to this instrument.

State of Illinois, County, ss:

—Bolwerr
MORAWI, P., SINGH
Space Below This Line For Acknowledgment
.....(Signature)

SEARCHED WITHIN INDEXED WITHIN COOK COUNTY RECORDER

to the terms and conditions contained in the original contract.

DEPT-61-25-COMBINATION
with Development Xerari

□ 2-4 Family Rider

Instrument as if the rider(s) were a part of the Security
which reader shall be incorporated into and shall remain and

is homesteaded exempted from the property tax.

Security Instruments, Lender shall release this Security
Instrument if no recordation costs.

"...including, but not limited to, receivers, cables, promulgates on behalf of the subscriber, and/or application of the instrument or equipment secured by this Security Instrument.

Engage judicial sale, Lender (in person), by agreement or by judgment in possession of and manage the property and to collect the rents or

Figure 19, or abandonment of the Property and at any time evidence.

For closure this Security Instrument is held by all sum secured by may require immediate payment in full or in part before being released.

and the right to assert in the foreclosure proceeding the non-acceleration and foreclosure. If the default is not cured or

Specified in the notice may result in acceleration unless otherwise provided by statute or by the terms of the agreement.

ment (but not prior to acceleration under paragraph 13 and 17

With the above agreement, the Borrower shall be entitled to receive the following benefits:

10. The following table summarizes the results of the study. The first column lists the variables, the second column lists the sample size, and the third column lists the estimated effect sizes.

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UNIFORM COVENANTS. Borrower and Lender covenant in paragraphs 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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If Leander exercises this option, Leander shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the default is delivered or mailed within which Borrower may secure a permanent injunction by filing suit in the circuit court of Cook County, Illinois.

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by the terms of this Security Instrument.

17. **Franchisee of the Property or a Beneficial Interests** If a beneficial interest in Grower is sold or transferred without written consent, Lender may, at its option, require immediate payment in full of all sums due (or prepayment).

Note can be given to the following provisions of this Security, if circumstances make it necessary:

16. **Forwarder's Copy.** Forwarder shall be given one copy of this Note and of the Security forwarder.

13. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the parish in which the property is located. In the event that any provision 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.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mail to Lender's address stated herein or by other addressee Lender designates and notice to Borrower, Any notice provided for in this Security Instrument shall be deemed to have been given to Lender or to Borrower if given in accordance with the requirements of Section 14 of the Note.

13. **Legislation** **attacking** **taxpayer** **welfare**. The administration of public welfare was one of the

12. **Loan Charges.** If the loan secured by law, 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 accordance with the loan is greater than the amount of the principal, the security instrument will be interpreted as a partial preparation without any prepayment clause under the Note.

11. Successors and Assignees; Joint and Several Liability; Co-signers. The conventions of Security Instruments shall be joint and several, and shall be construed to include the successions and assignments of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's co-signants and successors of Lender and Borrower, and Borrower's creditors and beneficiaries in the terms of this Security Instrument.

Unless, however, and Borrower otherwise agrees in writing, any application of proceeds to principal shall not exceed or diminish the amount of the security in respect of which such application is made.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date notice is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the property or

9. **Complaint**. The proceeds of any award or claim for damages, direct or consequential, caused by any conduct of other persons shall be held in trust for the benefit of the Plaintiff.

If Lender requires additional insurance as a condition of making the loan secured by this security instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirements for the insurance term have been met or apPLICable law.

For more information about the study, please contact Dr. Michael J. Hwang at (319) 356-4000 or email at mhwang@uiowa.edu.

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COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

Schedule A

LEGAL DESCRIPTION

Unit number 54 bold together with a perpetual and exclusive easement in and to garage unit number 4 bold as delineated on a survey of a parcel of land being a part of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 41 North, Range 10 East of the Third Principal Meridian (hereinafter referred to as "Development Parcel") which survey is attached as exhibit A to declaration of Condominium made by Central National Bank of Chicago, as Trustee under Trust Agreement dated May 1, 1976 and known as Trust Number 21741, recorded in the Office of the Recorder of Cook County, Illinois as document number 23851582 and as set forth in the amendments thereto, together with a percentage of the common elements appurtenant to said units as set forth in said declaration in accordance with amended declaration, and together with additional common elements as such amended declaration are filed of record, in the percentages set forth in such amended declaration which percentages shall automatically be deemed to be conveyed effective on the recording of such amended declaration as though conveyed hereby, in Cook County, Illinois.

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Property of Cook County Clerk's Office

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CONDONIUM RIDER 4-8-4

THIS CONDOMINIUM RIDER is made this26th..... day ofJanuary....., 19...87., 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 toThe Lomas and Nettleton Company..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:Lexington Green II, 1233 Plumtree Court, D-1, Schaumburg, IL 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 Green II
(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 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.

Lori C. Simon
Lori C. Simon
(Seal)
Borrower

Michael P. Simon
Michael P. Simon
(Seal)
Borrower

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