

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE

(Prepare in Triplicate)

7 1 6 6 3 87166369

## MORTGAGOR

(Names and Addresses)

## MORTGAGEE

PATRICIA M. PLOTKE  
(Name) (WIDOW) (Social Security No.)

8667 A JOSEPHINE  
(Name) (Social Security No.)  
Street Address

DES PLAINES, IL. 60016  
City

OF COOK COUNTY, ILLINOIS  
(hereafter called "Mortgagor")

COMMERCIAL CREDIT LOANS, INC.

15957 S. HARLEM AVE.

TINLEY PARK, IL. 60477

OF COOK COUNTY, ILLINOIS  
(hereafter called "Mortgagee")

First Pmt. Due Date	Final Pmt. Due Date	Loan Number	Date of Loan (Note & Mortgage)	Number of Monthly Payments	Am't. of Each Regular Pmt.	Am't. of Mortgage (Face Am't. of Loan)
4/30/87	3/30/02	20593-0	03/25/87	180	178.52	14,109.84
Date Due Each Mo. 30						

THIS MORTGAGE ALSO SECURES FUTURE ADVANCES AS PROVIDED HEREIN.

THIS INDENTURE, WITNESSETH, THAT the Mortgagor, above named, of the above named address in the County and State above indicated Mortgage and Warrant to the Mortgagee named in print above, to secure the payment of one certain Promissory Note executed by PATRICIA M. PLOTKE (WIDOW) ("Borrowers"), bearing even date herewith, payable to the order of the Mortgagee named in print above, the following described real estate, to wit:

FOR THE LEGAL DESCRIPTION SEE BACK OF THIS DOCUMENT

87166369

situated in the County above in the State indicated above, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default or breach of any of the covenants or agreements herein contained.

The Mortgagor(s) covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement extending time of payment, or in accord with the terms of any subsequently executed notes, which shall be a continuation of the initial transaction and evidence the refinancing or advancing of additional sums of money to Mortgagee(s); (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee herein, who is thereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, if any, with loss clause attached payable first, to any prior Mortgagee, if any, and, second, to the Mortgagee above named as their interests may appear, which policies shall be left and remain with the said Mortgagees until the indebtedness is fully paid; and to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; and (6) that Mortgageor(s) shall not sell or transfer said premises or an interest therein, including through sale by installment contract, without Mortgagee's prior written consent, or Mortgagee (an, at Mortgagee's option, declare the entire principal amount and accrued interest due and payable at once; provided, however, that if Mortgageor(s) now occupy or will occupy the property, certain sales and transfers, as outlined by The Federal Home Loan Bank Board at 12 C.F.R. Section 591.5, as amended, do not require Mortgagee's prior written consent.

In the event of failure to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Mortgageor(s) agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby. If any insurance coverage is obtained at Mortgagee's office, upon Borrower's default, Mortgagee hereby gives to Mortgagee the right to cancel part or all of that insurance and to apply any returned premiums to the unpaid balance, if not prohibited by law. If any insurance coverage is obtained at Mortgagee's office, upon Borrower's default, Borrower hereby gives Mortgagee a power of attorney to cancel part or all of that insurance and to apply any returned premiums to Borrower's unpaid balance. If Borrower purchases any credit and/or property insurance at Mortgagee's office, Borrower understands that (1) the insurance company may be affiliated with Mortgagee, (2) one of Mortgagee's employees is an agent for the insurance company, (3) that employee is not acting as the agent, broker or fiduciary for Borrower on this loan and is the agent of the insurance company, and (4) Mortgagee or the insurance company may realize some benefit from the sale of that insurance.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the time of such breach, at the rate of interest then prevailing under the above-described Promissory Note or the highest rate of interest provided by law, shall be recoverable by foreclosure thereof; or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is agreed by the Mortgagor(s) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Mortgagor(s); and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness as such, may be a party, shall also be paid by the Mortgagor(s). All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and costs of suit, including solicitor's fees have been paid. The Mortgagor(s) for said Mortgagor(s) and for the heirs, executors, administrators and assigns of said Mortgagor(s) waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree(s) that upon the filing of any bill to foreclose this mortgage, the court in which such bill is filed, may at once and without notice to the said Mortgagor(s), or to any party claiming under said Mortgagor(s), appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

Mortgage warrants that Mortgagee seized of said premises in fee simple and has the right to convey the same in fee simple and said premises are free from any encumbrances other than:

STANDARD FEDERAL

5/21/73

Mortgagee Date Recorded in Book Page

If in this mortgage the Mortgagor is or includes persons other than Borrower, then Borrower only is personally liable for payment of the promissory Note and Mortgagor is liable and bound by all other terms, conditions, covenants and agreements contained in this mortgage, including but not limited to the right of and power of Mortgagee to foreclose on this mortgage in the event of default.

Witness the hand S and seal S of the Mortgagor(s) this 25 day of MARCH A.D. 19 87

(SEAL)

*Patricia M. Plotke*

(SEAL)

(SEAL)

(SEAL)

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STATE OF ILLINOIS

County of COOK

ss.

I, LISA M. NUTTER, NOTARY PUBLIC

in and for said County, in the

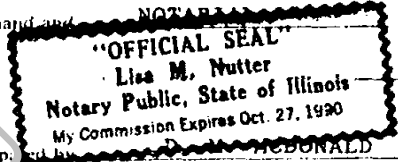
State aforesaid, DO HEREBY CERTIFY, That PATRICIA M PLOTKE (WIDOW) foregoing

personally known to me to be same person IS whose name IS subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that S he signed, sealed and delivered the said instrument as

HER free and voluntary act, for the uses and purposes therein set forth, including the release the waiver of the right of homestead.

GIVEN under my hand and seal, this 25 day of MARCH A.D. 19 87



*Lisa M. Nutter*  
Notary Public

This instrument was prepared by D. McDONALD 15957 S. HARLEM AVE. TINLEY PARK, IL. 60477  
(Name) (Address)

ORIGINAL—RECORDING

DUPLICATE—OFFICE

TRIPPLICATE—CUSTOMER'S

UNIT 17, AS DELINEATED ON THE SURVEYS OF CERTAIN LOTS IN CHARLES INSOLIA AND SON'S SUBDIVISION, BEING PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEYS ARE ATTACHED AS EXHIBITS B TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 77135 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MARCH 26, 1973 AS DOCUMENT NUMBER 22262775 TOGETHER WITH THE 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 THE SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS, ARE FILED OF RECORD AND THE PERCENTAGE SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BY DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY IN COOK COUNTY, ILLINOIS.

A/K/A: 8667 A JOSEPHINE  
DES PLAINES, IL. 60016

PERMANENT PARCEL NUMBER: 09-11-309-028-1017

*88*

DEPT-61 RECORDING \$12.25  
#1111 FROM 8154 03/30/87 12:47:00  
#2227 # 4 \* 28-169269  
COOK COUNTY RECORDER

87166369

*12 mail*

RETURN TO  
COMMERCIAL CREDIT  
LOANS, INC.  
P. O. BOX 577  
TINLEY PARK, IL 60477

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3 7 1 6 6 3 0 9

THIS CONDOMINIUM RIDER is made this . . . 25 . . . day of . . . MARCH . . . , 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 ("Lienee") to secure the indebtedness therein  
described to . . . COMMERCIAL CREDIT LOANS, INC. . . . (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
8667 A JOSEPHINE . . . DES PLAINES, . . . ILL. . . 60016 . . .  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project  
known as:  
GREENWOOD PARK CONDOMINIUMS  
(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 Lienee's interest in the Owners Association and the uses, proceeds and benefits of Lienee's interest.

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

A. **Condominium Obligations.** Lienee shall perform all of Lienee'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, including articles of incorporation, if any; (ii) by-laws; (iii) code of regulations; and (iv)  
other equivalent documents. Lienee 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 Lienee's obligation under the Security Instrument 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. Lienee 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 Lienee are hereby assigned and shall  
be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Lienee.

C. **Public Liability Insurance.** Lienee 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 Lienee  
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.

E. **Lender's Prior Consent.** Lienee 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;
  - (ii) any amendment to any provision of the Constituent Documents;
  - (iii) termination of professional management and assumption of self-management of the Owners Association;
  - (iv) any action which would have the effect of rendering the public liability insurance coverage maintained  
by the Owners Association unacceptable to Lender; or
  - (v) any decision regarding whether to rebuild the Property or the mortgaged unit after damage by casualty.
- Lienee shall inform Lender in the event of any of the above actions.

Lienee shall provide prior notice to Lender of all votes to be taken affecting articles of incorporation, bylaws or  
Declarations.

F. **Remedies.** If Lienee does not pay condominium dues and assessments when due, the Lender may pay them,  
at Lender's option. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower  
and Lienee secured by the Security Instrument. Unless Borrower or Lienee 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 or Lienee requesting payment.

G. **Ingress.** Lender shall have the right at any reasonable time to enter, inspect and exit the Property, including  
the right to use common areas.

H. **Termination.** If the condominium is terminated, any taking award or sales proceeds allocated to Lienee shall  
be payable to Lender and shall be applied by Lender to the sums secured by the Security Instrument, with any excess  
paid to Lienee.

I. **Default.** Failure to keep and perform all of the terms and conditions stated herein shall be deemed a condition  
of default under the Security Instrument and Lender shall have all the rights provided for in the Security Instrument  
in the event of default.

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

*Patricia J. [Signature]* . . . . . (Seal)  
- Lienee

RETURN TO  
COMMERCIAL CREDIT  
LOANS, INC.  
1100 N. [Address]  
CHICAGO, ILL. 60611  
PATRICIA J. [Signature]

COMMERCIAL CREDIT  
LOANS, INC.  
1100 N. [Address]  
CHICAGO, ILL. 60611  
PATRICIA J. [Signature] . . . . . (Seal)  
- Lender

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RETURN TO  
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LOANS, INC.  
P. O. BOX 577  
TINLEY PARK, IL 60477

