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Loan #9621-13

13 7305  
Book 998-CC

This instrument was prepared by:

Barbara Wallace

NORWOOD FEDERAL SAVINGS BANK  
5813 NORTH MILWAUKEE AVENUE  
CHICAGO, ILLINOIS 60646

87305036

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... May 19.....  
1987.... The mortgagor is ..... Dolores M. Braun.....divorced and not since remarried.....  
NORWOOD FEDERAL SAVINGS BANK..... ("Borrower"). This Security Instrument is given to .....  
under the laws of ..... the United States of America....., and whose address is .....  
5813 North Milwaukee Avenue — Chicago, Illinois 60646..... ("Lender").  
Borrower owes Lender the principal sum of TWENTY EIGHT THOUSAND and no/100\*\*\*\*\* Dollars (U.S. \$28,000.00\*\*\*\*\*). 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 ..... July 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:

Unit 4-7 in Covington Manor Condominium as delineated on a Survey of the following described real estate:

Part of the East 1/2 of the North East 1/4 of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 27412916 and amended from time to time together with its undivided percentage interest in the common elements in Cook County, Illinois.

PTN: 03-08-201-037-1023

J.M.

COOK COUNTY, ILLINOIS  
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which has the address of ..... 363 Covington Terrace, Unit #7....., Buffalo Grove, Illinois.....  
(Street) (City)  
Illinois ..... 60089..... ("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 seized 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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Non-Uniform Contracts, Borrower and Lender further covenant and agree as follows:

Given under my hand and official seal, this.....19th.....day of.....May.....1987.

My Commission expires: 01-02-90

set forth.

.....do hereby certify that.....Dolores M. Braun, d/b/a/Cecil, N.O.T., A/LN/Ce, F/R/Ma/et/C/J/ed,.....  
.....personally known to me to be the same person whose name(s) I.....  
.....subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that.....she.....  
.....signed and delivered the said instrument as.....her.....free and voluntary act, for the uses and purposes herein  
.....do hereby acknowledge instrument.....Dolores M. Braun, d/b/a/Cecil, N.O.T., A/LN/Ce, F/R/Ma/et/C/J/ed,.....  
.....I.....Thomas F. Farzak, J.C.,....., a Notary Public in and for said county and state,

County ss:

Cook

STATE OF ILLINOIS.

(Space Below for Addendum)

.....Borrower  
(Seal)

.....Borrower  
(Seal)

Dolores M. Braun

Instrument and in any rider(s) executed by Borrower and recorded with it.  
By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security  
Agreement.

22. Waiver of Homestead. Borrower waives all right of homestead except in the Property.  
23. Failure to File Security Interest. If one or more riders are executed by Borrower and recorded together with  
this Security Interest, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument. (Check applicable box(es))

- Other(s) (specify)
- Graduated Payment Rider
- Planned Unit Development Rider
- condominium Rider
- 2-4 Family Rider
- Adjustable Rate Rider

24. Release. Upon payment of all sums secured to the Lender or the sums secured by this Security  
Instrument, the receiver's bonds and collection of rents, including, but not limited to, payment of the receiver's fees, premiums on  
the Property including those past due. Any rents collected by the receiver shall be applied first to collect the rents of  
the Property received by the receiver upon, take possession of and manage the Property and to collect the rents of  
the Property prior to the date of redemption following judicial sale, Lender (in person, by agent or by judicially  
appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of  
the Property prior to the date of redemption following judicial sale, Lender (in person, by agent or by judicially  
appointed receiver) shall be entitled to collect all reasonable attorney fees and costs of title evidence.

25. Lender in Possession. Upon execution under power of attorney, fees and costs in this paragraph 19, including  
but not limited to, reasonable attorney fees and costs of title evidence, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
this Security Interest without further demand and may foreclose this Security Interest by judicial proceeding.  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by  
borrower of a default or any other default of Borrower to accelerate the right to assert in the notice specified in the non-  
accelerate Borrower after acceleration and the right to assert in the notice specified in the notice following  
acceleration of the notice by this Security Interest, foreclose by judicial proceeding and sale of the Property. The notice specified  
and (d) that failure to cure the default after 30 days from the date the notice is given to Borrower, by which time the default must be cured;  
unless specifically provided otherwise; (e) the notice shall specify: (a) the default to Borrower under paragraphs 13 and 17  
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration and before acceleration)  
and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the default must be cured;

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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; 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 sums 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. Those 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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2. Payment of Premiums. Borrower and Lender covenanted and agree as follows:

(a) yearly taxes and assessments which may attain priority over the Note; (b) yearly leasehold paym ents or rents on the day monthly payments are due under the Note; (c) yearly hazard insurance premiums; and (d) yearly mortgage premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the escrow items and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

The Funds shall be held in trust for Lender by the Fund保管人, until the note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under 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 paym ents or rents on the Note; (c) yearly hazard insurance premiums; and (d) yearly mortgage premiums, if any. The note is such an institution, Lender shall apply the Funds due on the escrow items and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

If the amount of the escrow items held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay the due dates of the escrow items, together with the future monthly payments of Funds payable prior to Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

3. Application of Escrow Items. 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 preparement charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any amount of the Funds held by Lender if the sale of the property or its acquisition by Lender, and Lender shall pay to Lender any amount necessary to make up the deficiency in one or more payments to pay the escrow items when due. Borrower shall pay the due dates of the escrow items, either promptly repaid to Borrower or credited to escrow items when due, if the Lender amount necessary to hold by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount of the escrow items held by Lender to the sale of the property or its acquisition by Lender, and Lender shall pay to Lender any amount immediately prior to the sale of the property or its acquisition by Lender. Lender shall promptly refund to Borrower any amount necessary to make up the deficiency in one or more payments to pay the escrow items when due.

4. Charges. Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

Property which may attain priority over this Security instrument, and escrowed payments which, if any, prevent the transfer of title in the lien by, or demands payment of the lien in, legal proceedings initiated by the Lender's opinion of the item by the right to hold these obligations, except by the Lender's right to the amount demanded in the Note; (c) secures from the Lender an agreement to satisfy subordination of any part of the Note for the transfer of title in the item by the Lender's opinion of the item by the right to hold these obligations, except by the Lender's right to the amount demanded in the Note; (d) secures from the Lender an insurance policy to satisfy subordination of any part of the Note for the transfer of title in the item by the Lender's opinion of the item by the right to hold these obligations, except by the Lender's right to the amount demanded in the Note; (e) secures from the Lender an insurance policy to satisfy subordination of any part of the Note for the transfer of title in the item by the Lender's opinion of the item by the right to hold these obligations, except by the Lender's right to the amount demanded in the Note.

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter erected on the property of the Lender, to the value of not less than \$5000, for damage done to the property by fire, hazards included within the term "extreme and coverage", and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount chosen by Borrower subject to Lender's approval. The insurance carrier and Lender may make good of losses if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium clause.

Lender shall have the right to hold the policies and renewals. If Lender receives notice to Lender above within 10 days of the giving of notice, Borrower shall promptly refund to Lender the amount made good by Borrower.

Insurance carried by Lender may be maintained in the event of loss, Borrower shall give notice to Lender of all receipts of paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to Lender of all losses.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to restoration or repair of instruments immediately prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the principal or interest of the property to Lender, damage or substitution of the principal prior to the acquisition shall not extend or coverments and agreements concluded in this Security instrument, or there is a legal proceeding that may significantly affect coverments and agreements that will perform the terms of this agreement in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the terms of this agreement in writing, Lender may take action under this paragraph 7, Lender does not have to do so.

Lender's actions may include paying reasonable attorney fees and costs incurred by Lender to make repairs. Although instruments distributed by Lender under this paragraph 7 shall be paid to Lender by a lien which has priority over this security instrument, unless Borrower and Lender agree to otherwise, these amounts shall be paid to Lender by a lien which has priority over this property to protect the value of the property and Lender's rights in the property, then Lender's right to proceed in such a bankruptcy, or other, for condemnation or to enforce laws or regulations in this instrument or to force a sale of the property under the laws of the state or country where this instrument is located, or to do any other thing necessary to protect the property and Lender's rights in the property.

Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts distributed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument, unless Borrower and Lender agree to otherwise.

The date of distribution at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

Security instrument, unless Borrower and Lender agree to otherwise.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the terms of this agreement in writing, Lender may take action under this paragraph 7, Lender does not have to do so.

Lender's actions may include paying reasonable attorney fees and costs incurred by Lender to make repairs. Although instruments distributed by Lender under this paragraph 7 shall be paid to Lender by a lien which has priority over this security instrument, unless Borrower and Lender agree to otherwise, these amounts shall be paid to Lender by a lien which has priority over this property to protect the value of the property and Lender's rights in the property, then Lender's right to proceed in such a bankruptcy, or other, for condemnation or to force a sale of the property under the laws of the state or country where this instrument is located, or to do any other thing necessary to protect the property and Lender's rights in the property.

Lender may take action under this paragraph 7, Lender does not have to do so.

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**NORWOOD FEDERAL SAVINGS BANK**

5813 North Milwaukee Avenue Chicago, Illinois 60646

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this . . . . . 19th . . . . . day of . . . . . May . . . . . 19 . . . . . , and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to . . . . . NORWOOD FEDERAL SAVINGS BANK . . . . . (herein "Lender") and covering the Property described in the security instrument and located at . . . . . 363 Covington Terrace, Unit #7, Buffalo Grove, Illinois 60089 . . . . . (Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as . . . . . Covington Manor . . . . . (Name of Condominium Project) . . . . . (herein "Condominium Project").

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

**A. Assessments.** Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

**B. Hazard Insurance.** So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such 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 such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

**C. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided 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 material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

**D. Remedies.** If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

  
 Dolores M. Braun  
—Borrower

—Borrower

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