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## MORTGAGE

257516-7

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 28  
19 88 The mortgagor is MARY JO STIMAC, SPINSTER AND LORI ANN STIMAC, SPINSTER

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is  
4242 NORTH HARLEM  
NORRIDGE, ILLINOIS 60634  
Borrower owes Lender the principal sum of  
SIXTY FOUR THOUSAND EIGHT HUNDRED AND NO/100

("Lender").

Dollars (U.S.) 64,800.00). 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 OCTOBER 1, 2018. 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:  
PARCEL 1: UNIT 1-9-34-L-B-1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE  
INTEREST IN THE COMMON ELEMENTS IN LEXINGTON VILLAGE COACH HOUSE  
CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS  
DOCUMENT NUMBER 24383272, AS AMENDED, IN THE SOUTHEAST 1/4 OF SECTION  
22, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

PARCEL 2: A PERPETUAL AND EXCLUSIVE EASEMENT IN AND TO GARAGE UNIT  
NUMBER G1-1-9-34-L-B-1 AS DELINEATED ON A PLAT OF SURVEY FOR THE  
BENEFIT OF PARCEL 1, IN COOK COUNTY, ILLINOIS.

07-22-402-045-1255

which has the address of 27 STANTON COURT-UNIT 1-9-34-L-B-1 SCHAUMBURG  
(Street) (City)  
Illinois 60193 ("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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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any 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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Any amounts disbursed by Lender under this paragraph 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 at the rate of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Lender's rights in the property (such as a proceeding in bankruptcy, foreclosure, or continuation of to execute laws of instrument), then Lender's right for whatever is necessary to protect the value of the property and Lender's rights under this agreement. Lender does not have to do so.

Instruments must immediately prior to the acquisition.  
6. Pre-emptive and Alternative Dispute Resolution. Borrower shall not destroy, damage or substantially change 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 fails to do so, the lessor may terminate the lease.

Unless Lessee demands and receives payment in writing, any application for renewal or extension of the lease shall be deemed to be a request for renewal or extension of the lease for a period of one year from the date of the demand.

When the property or to pay sums secured by this Security Instrument, whether or not then due. The period will begin when the notice is given.

Unless Leenderd and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replace property damaged, if the restoration of repair is economical, less than Leender's security deposit and Leender's security is not lessened. If the restoration of repair is not economical, less than Leender's security deposit and Leender's security is not lessened, and Leender and Borrower otherwise agree in writing, insurance proceeds shall be applied to Borrowser's repair of damage.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause, which may make proof of loss if not made promptly by Borrower.

**5. Hazarded Insurance.** Borrower shall keep the property in good condition and repair, and shall not do anything which would impair its value or render it hazardous. Borrower shall not commit any waste or damage to the property, and shall not do anything which would interfere with insurance coverage. This insurance shall be maintained in the amount of "extending coverage" and any other hazards for which Lender measured against loss by acre, hazards included within the term "extending coverage" or heretofore agreed upon by the parties. Lender reserves the right to require additional insurance if he deems it necessary. The insurance company shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

The Agreement is subject to a 30-day period following the execution of this Security Instrument, during which the Borrower shall satisfy the terms of the Note or more of the actions set forth above within 10 days of the signing of notice.

Borrower shall promptly disclose any lien which has priority over this Security Instrument unless Borrower shall pay attorney's fees.

Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay these obligations at the place where payments shall be made to the Person under whom the Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts to be paid on time due directly to the Person making these payments.

Paragraphs 1 and 2 shall be applied; first, to late charges due under Note 1, to prepayment charges due under Note 2, to interest due under Note 3, to amounts payable 2; fourth, to interest due under Note 4, to principal due.

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lennder under application of credit, except the sums secured by this Security Instrument, any funds held by Lennder at the time of sale of the property or its acquisition by Lennder, any funds held by Lennder at the time of payment, and any amounts due under this Note, shall be applied to the principal balance of this Note in accordance with the priorities set forth in Section 7.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to 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 Funds was made, the Funds pledged as additional security for the sums secured by this instrument.

latch 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 all funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made by its trustee.

Lender may not charge for holding funds, analyzing the record of verifiying the records, unless Lender pays Borrower's expenses entering into this Agreement Lender to make payment of the principal and interest of the proceeds of the underlying service shall not be a charge for purposes of the preceding sentence.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a Federal agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, bases of current data and reasonable estimates of future escrow items.

to launders 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 accrue prior to the Note; (b) yearly insurance premiums; and (c) yearly leasehold payments or ground rents on the property, if any; (d) yearly hazard insurance premiums; and (d) yearly

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CONDONINIUM RIDER J 267516-7

THIS CONDOMINIUM RIDER is made this **28TH** day of **SEPTEMBER**, 19**88**,  
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 TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS** (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

**27 STANTON COURT-UNIT 1-9-34-L-B-1, 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 VILLAGE HOUSE CONDOMINIUM**

(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," there:

(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.

07-22-402-045-1255

RECORDED  
JULY 22, 1988  
INDEXED  
SEARCHED  
SERIALIZED  
FILED  
CLERK'S OFFICE  
SCHAUMBURG

(Seal)

Borrower

PREPARED BY:  
MARLENE SAWYER  
ROLLING MEADOWS, IL 60008  
RECORD AND RETURN TO:

BOX 130  
THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
1701 W. GOLF RD.-STE. 110, TOWER 1  
ROLLING MEADOWS, ILLINOIS 60008

(Seal)

Borrower

(Seal)

Borrower

(Sign Original Only)