# UNOFFICIAL SCOPY 8 SON 15

MAIL TO:

COOK COUNTY, ILLINOIS FILED FOR RECORD

1988 NOV -9 AH 11: 03

88516828

Carla Serino
Plaza Bank Norridge Illinois 7460 W. Irving Park Road Norridge, Illinois 60634

Instrument Prepared By:

[Space Above This Line For Recording Data]

### MORTGAGE

which is organized and existing under the laws of the State of Illinois, and whose address is 7460 W. Irving Park Road, is evidenced by Borlover's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full leb., if not paid earlier, due and payable on .... November 1, 2003..... This Security Instrument fecures 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 ir . . Cook. . . .

Unit Number 1-204 together with the undivided percentage interest in the common elements appurtenant to said unit in Mill Creek Condominium, in part of the West 1 of Section o, Township 42 North, Range 11, East of the Third Principal Meridian, 1.1 Cook County, Illinois, according to the Declaration of Condominium owners of and plat of survey attached thereto as exhibit "A", recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document 24,872,157 and as amended by Document 24,875,273. of han.

Olympia Control

Opposite the second of the secon

PIN: 03-08-101-017-1016

which h	es the address of 972 Tho	rnton. Un	1t 204	. Buffalo Grove
willen i		(Street)		(City)
Illinois	60089	. ("Property	Address");	

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.

Form 67-38 Bankforms, Inc.

## UNOFFICIAL COPY

3	
65	•
V	3
7	2

(Space Below This Line Reserved For Lender and Recorder)
(Septional base septed and best and a september and a septembe
<b></b>
OFFICIAL SEAL STATE ( 1177)
& day of its and its a
Given under my hand and official seal, thisday of
Given under my hand and official seal, this
signed and delivered the said instrument as ine and voluntary act, for the uses and purposes therein
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s. he
££ personally known to me to be the same person(s) whose name(s)
do hereby certify that Maureen, Militer, a. widow
I, the understand near some state, understand for said county and state,
STATE OF ILLINOIS, COUNTY 55:
Scall (Scall)
Maureen Miller, a widow — Bonower
Manuel Beller
BY SIGNING BELOW, BARTWOT accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) execute of y Borrower and recorded with it.
· <b>/ / / / / / / / / /</b>
Graduated Day nent Rider
Adjustaule Par- Rider Condominium Rider 2-4 Family Rider
supplement the covannts and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]
23. Rivers to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security and the covenants and agreements of each such rider shall be incorporated into and shall amend and
22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.
21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
prior to the expiration of any period 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
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
Lander shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non- existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unitees applicable haw provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the
19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

MON. UNIFORM COVENATS. Borrower and Lender further covenant and agree as follows:

### UNOFFICIAL GOPY 8

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 suthorized 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. Borrowe W. 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 ict 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 at 10 tization 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 Pour .; 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 agree ments shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is 20-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the erms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) parees 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 choos to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund, educes principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 stend specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrumen, shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. To: 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 no ice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lend r wi en 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.

### **UNOFFICIAL COPY**

requesting payment.

.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condennation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

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

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and 6. Preservation and Maintenance of Property; Lesseholds. 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, change the Property allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold.

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal hall not extend or when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance currier has applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened, in insurance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lende, a security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender shall have the right to hold the policies and renewals. If Lender requires. For ower 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 All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld. insurance carrier providing the insurance shall be chosen by Borrower addict to Lender's approval which shall not be 5. Hazard Insurance. Borrower shall keep the improvem of now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extend decoverage" 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

of the giving of notice. fairly the lien by, or defends against enforcement of 3.6.5.0n in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the enforcement of the lien or forfeiture of any ract 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 notice identifying the lien. agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good Bottower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a)

receipts evidencing the payments. 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 to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain priority by: this Security Instrument, and leasehold payments of ground rents, if any

4. Charges; Liens. Borrow r shall pay all taxes, assessments, charges, fines and impositions attributable to the Note; third, to amounts payable ur der paragraph 2; fourth, to interest due; and last, to principal due.

paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the 3. Application or Payments. Unless applicable law provides otherwise, all payments received by Lender under

any Funds held by I en set. 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 igair at the sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower emount necessary () make up the deficiency in one or more payments as required by Lender. 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 cotion, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Borrower shall pay to Lender any amount of the Borrower shall pay to Lender any

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument. 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 debits to the Funds made. The Funds are pledged as additional security for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and 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 the section of verifying the escrow items, unless the manual properties of the funds of the The Funds shall be held in an institution the daposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. 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 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

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when d the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

# UNOFFICIAL CORY 8 CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made thisLst da	y of November 10 88
and is incorporated into and shall be deemed to amend and supplement "Security Instrument") of the same date given by the undersigned (the "Plaza Bank Norridge Illinot	Borrower") to secure Borrower's Note to
of the same date and covering the Property described in the Security Inst 972 Thornton, Unit 204, Buffalo (Property Address)	rument and located at:
The Property includes a unit in, together with an undivided interest in known as:	
Mill Creek Condominium (Name of Condominium Proj	
(the "Condominium Project"). If the owners association or other ent "Owners Association") holds title to property for the benefit or use of includes Borrower's interest in the Owners Association and the uses, pro-	of its members or shareholders, the Property also
CONDONDATE OVERANTS. In addition to the covenants as Borrower and Leader further covenant and agree as follows:	nd agreements made in the Security Instrument.
A. Condominium Obligations. Borrower shall perform all of Project's Constituent Documents. The "Constituent Documents" are creates the Condominiar citroject: (ii) by-laws; (iii) code of regulations; a promptly pay, when due, oil does and assessments imposed pursuant to the	the: (i) Declaration or any other document which and (iv) other equivalent documents. Borrower shall be Constituent Documents.
B. Hazard Insurance. So long as the Owners Association maint "master" or "blanket" policy on the Condominium Project which is sa coverage in the amounts, for the owiods, and against the hazards Ler within the term "extended coverage," then:	ains, with a generally accepted insurance carrier, a tisfactory to Lender and which provides insurance inder requires, including fire and hazards included
(i) Lender waives the p. ov s' on in Uniform Covenant 2 fo the yearly premium installments for haze, d insurance on the Property; ar	ıd
(ii) Borrower's obligation und r Uniform Covenant 5 to m is deemed satisfied to the extent that the required coverage is provided by	naintain hazard insurance coverage on the Property 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 heroperty, whether to the unit or to common elements, my proceeds pay	able to Borrower are hereby assigned and shall be
paid to Lender for application to the sums secured by the Security Instrur C. Public Liability Insurance. Borrower shall take such action	s as may be reasonable to insure that the Owners
Association maintains a public liability insurance policy acceptable in for D. Condemnation. The proceeds of any award or claim for Jamaj	ges, direct or consequential, payable to Borrower in
connection with any condemnation or other taking of all or any pary of I elements, or for any conveyance in lieu of condemnation, are hereby as shall be applied by Lender to the sums secured by the Security Instrumer	igned and shall be paid to Lender. Such proceeds
E. Lender's Prior Consent. Borrower shall not, except after n	tice 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 cast eminent domain;	
(ii) any amendment to any provision of the Constituent Do Lender:	
(iii) termination of professional management and assumpti	on of self-management of the Owners Association:
(iv) any action which would have the effect of rendering the the Owners Association unacceptable to Lender.	e public liability insurance coverage maintained by
F. Remedies, If Borrower does not pay condominium dues and a	ssessments when due, then Lender may pay them.
Any amounts disbursed by Lender under this paragraph F shall become a Instrument. Unless Borrower and Lender agree to other terms of payment disbursement at the Note rate and shall be payable, with interest, upon no	, these amounts shall bear interest from the date of
BY SIGNING BELOW. Borrower accepts and agrees to the terms and provis	ions contained in this Condominium Rider.
$\sim$	7 11
Maure	een Miller, a widow (Seal)
	/S11
	(Seal)