

UNOFFICIAL COPY

PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC.
1961 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

LOAN # 540111

88541468

DEPT-91
T#4444 TRAN 3798 11/23/88 12:47:00
#6723 # C *-88-541468
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

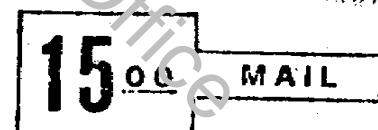
THIS MORTGAGE ("Security Instrument"), is given on **NOVEMBER 17th**
1988. The mortgagor is **DONNA PLESNIAK, DIVORCED, NOT REMARRIED, AND SONIA M. PLESNIAK, SINGLE**

("Borrower"). This Security Instrument is given to **THE FIRST CHICAGO BANK OF MOUNT PROSPECT**, which is organized and existing under the laws of **THE STATE OF ILLINOIS**, 2355 S. ARLINGTON HEIGHTS ROAD ARLINGTON HEIGHTS, IL 60005, and whose address is

Borrower owes Lender the principal sum of **TWENTY THOUSAND & 00/100** **88541468** ("Lender").

Dollar (\$U.S. \$ **20,000.00**). 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 **DECEMBER 1 2003**. 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 8-203 IN PINCREST CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 25,286,349, AS AMENDED BY SPECIAL AMENDMENT RECORDED AS DOCUMENT 25,383,575, AND THE SECOND SPECIAL AMENDMENT RECORDED AS DOCUMENT 25,479,121, AND AS CORRECTED BY A CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 25,516,200, AND AS AMENDED FROM TIME TO TIME, IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.



TAX ID #: 03-24-100-844-1843 VOL. 233

664 PINCREST UNIT # 203
 which has the address of

60070
 Illinois
 [Zip Code]

("Property Address");

PROSPECT HEIGHTS

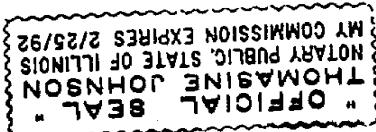
[City]

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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RECORDED AND RETURN TO:
JENNIFER DEMETRI
THIS DOCUMENT PREPARED BY:
My Commission expires:
1988
NOTARY PUBLIC
THOMASINE JOHNSON
NOTARY PUBLIC, STATE OF ILLINOIS
1921 SOUTH MEYERS ROAD, SUITE 300
OAK BROOK TERRACE, IL 60521
MIDWEST MORTGAGE SERVICES, INC.

Given under my hand and official seal, this 17th day of November, 1988
set forth.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
, personally known to me to be the same person(s) whose name(s) are

do hereby certify that Donna Plestnik and Sonita M. Plestnik
, a Notary Public in and for said county and state,
I, the undersigned

STATE OF ILLINOIS,

Counties ss:

(Space Below This Line for Acknowledgment)
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
Instrument and in any rider(s) executed by Borrower and recorded together with
this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument, the covenants and agreements of each 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)]
Riders to this Security Instrument, if any, or other agreements made by Borrower and recorded together with
this Security Instrument, shall be deemed part of this Security Instrument and shall be applied first to payment of the
principal amount due on this Security Instrument, and then to the sums secured by this Security
Instrument, and finally to the sums secured by the other agreements made by Borrower and recorded together with
this Security Instrument. [Check applicable box(es)]
22. Waiver of Homestead. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicial
appointment receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the
principal amount due on this Security Instrument, and then to the sums secured by this Security
Instrument, and finally to the sums secured by the other agreements made by Borrower and recorded together with
this Security Instrument. [Check applicable box(es)]
23. Riders to this Security Instrument, if any, or other agreements made by Borrower and recorded together with
this Security Instrument, shall be deemed part of this Security Instrument and shall be applied first to payment of the
principal amount due on this Security Instrument, and then to the sums secured by this Security
Instrument, and finally to the sums secured by the other agreements made by Borrower and recorded together with
this Security Instrument. [Check applicable box(es)]
24. Family Rider. Conditional Rider Adjustable Rate Rider
 Graduate Payment Rider Plain English Rider
 Other(s) [Specify] _____

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicial
appointment receiver) shall be entitled to collect all expenses incurred in the enforcement of the title evidence.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security instrument without further demand and may foreclose this Security instrument in full or all sums secured by
before the date specified in the notice, Lender at its option may require immediate payment of all sums secured by
existance of a default or any other defense of Borrower to assert in the foreclosure proceeding the non-
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-
secured by this Security instrument, foreclose the debt specified in the date notice may result in acceleration of the sums
and (d) that failure to cure the notice specified prior to the date notice is given to Borrower, by which the default must be cured;
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;
unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the
breach of any covenant or agreement in this Security instrument (but not prior to acceleration paragraphs 13 and 17
unless applicable law provides otherwise). The notice shall give notice to Borrower prior to acceleration following Borrower's
acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's
Non-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

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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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the date of disbursement at the Note rate and shall bear interest to Borrower under this Note.

Securitry instruments, unless Borrower and 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.

Lender's actions may include paying any sums secured by a lien which has priority over this Securitry instrument, appurtenant to the Note or other terms of payment, fees and entitling on the Note to make repayment to Lender's rights in the Property (such as bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect his rights over this Securitry instrument, or there is a legal proceeding that may significantly affect Lender's rights in this Security instrument or to enforce laws or regulations in the Note.

7. Protection of Lender's Rights in the Property: Unless Borrower fails to perform the fee title shall not merge Lender's interests in the Note with the mortgagor in writing.

Borrower shall comply with the provisions of the Note, and if Borrower acquires fee title to the Property, the lessee shall be responsible for the damage or substandard change in the Property, if this Security instrument is on a leasedhold.

8. Preservation and Assignment of Property: Lender shall not desist, Borrower otherwise agrees to the acquisition of the Note, and if this Security instrument is on a leasedhold, Borrower shall not desist, damage or substandardly misappropriate the Note prior to the acquisition of the Note.

Under Paragraph 19 the Property is acquired by Lender, and 2 or change the amounts and procedures relating to the due date of the monthly payments referred to in Paragraphs 1 and 2 of this Security instrument is on the Note.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principles 1 and 2 of this Note.

the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Borrower abandons the Property, then Lender may collect the Security instrument, Lender may use the proceeds to restore or repair a claim, then Lender may sue the Note for collection, Lender's rights to insurance carrier has

applied to the sums secured by this Security instrument, whether or not then due, with any access paid to Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, if the Note is otherwise repaired in writing, insurance proceeds shall be applied to restoration or repair.

All receipts of paid premiums and renewals notices, in the event of loss, Borrower shall promptly give to Lender Lender have the right to hold the policies and renewals, if Lender receives, Borrower shall promptly give to Lender all reasonable compensation or otherwise to the Note made promptly by Borrower.

9. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Note by fire hazards included within the term "extreme coverage" and any other hazards for which Lender insured against loss by fire.

Insurance companies shall be acceptable to Lender, and shall include a standard mortgage clause.

All insurance carried within the Note by Lender may make proof of loss to Lender, and for the period of time within 10 days notice is given.

The Property is subject to a lien or foreclosure of the Note, part of the Property over this Security instrument, Lender may give Borrower a agreement the enforcement of the Note, or legal proceedings within the Note, (c) secures from the holder of the Note an

right the Note, or deeds against encroachment of the Note, in legal proceedings which in the Lenders opinion operates to agree in writing to the payment of the Note, (b) certifies in good

to be paid directly to the Note, (a) which has priority over this Security instrument unless Borrower:

4. Charges: Lien: Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Note; charge to amounts paid by Lender, to interest on the Note; second, to prepare under the Note; first, to interest on the Note; and last, to principal due.

5. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under the Note in full of all sums secured by this Security instrument by Lender, any Fund held by Lender at the time of application as a credit, to the sale of the Property or its acquisition by Lender, no later

Upon payment in full of all sums received by this Security instrument by Lender, Lender shall promptly refund to Borrower any amount necessary to make up the Note, to interest on the Note, and last, to principal due.

If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to the due dates of the escrow items, either promptly repaid to Borrower or credited to escrow payments of Funds held by Lender, together with the future monthly payments of Funds held by Lender any

Funds was made. The Funds are pledged as additional security for the sums secured by this Security instrument.

6. Reporting Services: Lender not be a charge for purposes of the Property into this Security instrument to pay the escrow items when due, Borrower and Lender may agree in writing

by Lender in connection with Borrower's entering into this Security instrument to pay the escrow items when due, a charge assessed by Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed

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 an escrow account of which are insured or guaranteed by a federal basis of current date and reasonable escrow items.

7. Funds for Taxes and Insurance: Subjetc to applicable law or written waiver by Lender, Borrower shall pay one-twelfth of (a) yearly taxes and assessments which may paid in full, a sum ("Funds"), equal to to Lender on the day monthly payments are due called "escrow items". Lender may estimate the Funds due on the month of payment or ground rents in the Note, until the Note is paid in full, a sum ("Funds") and (d) yearly leasehold payments or ground rents on the Note, (c) yearly hazard insurance premiums; and (b) yearly

8. Payment of Premiums and Interest: Prepayment and Late Charges: Borrower shall promptly pay when due the principal of any interest on the Note and any prepayment and late charges due under the Note.

9. Payment of Premiums and Interest: Prepayment and Late Charges: Borrower shall promptly pay when due the principal of any interest on the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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THIS CONDOMINIUM RIDER is made this 17th day of NOVEMBER, 1988, 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 FIRST CHICAGO BANK OF MOUNT PROSPECT

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
664 PINECREST UNIT # 203 PROSPECT HEIGHTS, ILLINOIS 60070

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: **PINECREST 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 Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

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

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains 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.

Donna Plesniak

(Seal)

-Borrower

DONNA PLESNIAK

Sonia M. Plesniak

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

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