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SHAR CHANTY RECORDER

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LENDER S # 09-58-54241

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 2 . The mortgagor is JESSE RAMIREZ

88567389

SEARS MORTGAGE CORPORATION under the laws of the state of OHIO

, which is organized and existing , and whose address is

("Borrower"). This Security Instrument is given to

This Security Instrument

paid earlier, due and payable on AMJARY 1, 2019

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 nums, 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 he soy mortgage, grant and convey to Lender the following described property

located in

County, Illinois:

PARCEL 1 UNIT 244 IN THE RENALSSAME REAU CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED OF 1 ESTATE CERTAIN LOTS IN RENALSSANCE RESUBDIVISION. BEING A RESUBDIVISION OF PART OF RENAISSANCE SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF (ECTION 14, TOWNSHIP 42 NORTH, RANGE 10 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 19 7 AS DOCUMENT 24125743. WHICH SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLAR TION OF CONDOMINIUM RECORDED AS DOCUMENT 24432968 AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2 EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCULENT 24432968. IN COOK 17/5 OFFICE COUNTY, ILLINOIS. PERMANENT INDEX NUMBER (\$).02-14-100-000-1049

which has the address of 244 RIMINI COURT

(Street)

PAL AT INE

(City)

Illinois

(Zip Code)

("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 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.

ILLINOIS - Single Family-FIGNA/FHLMC UNIFORM INSTRUMENT VERSION 1.2

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 one twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground zents 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 basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Londer may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing 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 the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, I under paregraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than

immediately prior to the sile of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit spains, the sums secured by this Security Instrument.

3. Application of I'a) ments. 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 prepayment charges due under the Note, third, to amounts payable under paragraph 2; fourth, to interest due, and last, to principal due.

4. Charges; Liens. Berrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manier provided in paragraph 2, or if not paid in that manner, Borrower shall 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 receipts evidencing

the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation sourced by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the 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 of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" 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 insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably

withhold.

All insurance policies and renewals shall be acceptable to Lender and s'all include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrawer 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 carrier and

Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds should applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lengers security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that he insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 20 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principe; shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and priceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the anquisition.

6. Preservation and Maintenance of Property; Leaseholds. 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, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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 from

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.

. A CHARGE ASSESSED BY LENDER IN CONNECTION WITH BORROWER'S ENTERING INTO THIS SECURITY INSTRUMENT TO PAY THE COST OF AN INDEPENDENT TAX REPORTING SERVICE SHALL NOT BE A CHARGE FOR PURPOSES OF THE PRECEDING SENTENCE.

If Jender 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. Borrow'r Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortication 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 Assign Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bin, and benefit the successors and assigns of Lender and Borrower, subject to the provisions The covenants and agreements of of paragraph 17. Borrower's covenaria 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, forboar 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) at v eych loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums alreary collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lendor may choose to make this refund oy 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 may require immediate payment in full of all sums secured by the 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 Society Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. It 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 Of person) without Lender's prior written consent, Lender may, at its option, require immediate payment in 'all of all sums of 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. These 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) pays Lender all sums which then would be due under this Security instrument and the Note had no acceleration occurred; (c) 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' lees; 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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's broach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 1" unloss applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the 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

shall further inform Borrower of the rig proceeding the non-existence of a default is not cured on or before the date specified all sums secured by this Security Instrum- judicial proceeding. Lender shall be entit paragraph 19, including, but not limited to 20, Lender in Possession. Upon accel expiration of any period of redemption following be entitled to enter upon, take possession of and Any rents collected by Lender or the receive collection of rents, including, but not limited to to the sums secured by this Security Instrument 21. Release. Upon payment of all sums without charge to Borrower. Borrower shall paragraph and server at the security Instrument the security Instrument	yment of all sums secured by this Security Instrument, Lender shall release this Security Instrument Borrower shall pay any recordation costs. Instrument of all sums secured by this Security Instrument with the security Instrument, If one or more riders are executed by Borrower and recorded together with this counts and agreements of each such rider shall be incorporated into and shall amend and supplement the this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable of the security Instrument of the security Instrument of the security Instrument. [Check applicable of the security Instrument of the security Instrument of the security Instrument. [Check applicable of the security Instrument of the security Instrument of the security Instrument. [Check applicable of the security Instrument of the securi	
Adjustable Rat R der	X Condominium Rider	2:4 Family Rider
Graduated Payment Piller	Planned Unit Development Ric	der
Other(s) [specify]		
any ridor(s) executed by Borrower and record	With it.	(Soal)
	JESSE HAMINEZ	(Seal)
		-Borrower
		(Seal)
	4	-Borrower
		(Seal)
I, THOMAS M. S. do hereby certify that JESS	,	y Public in and for said county and state,

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that free and voluntary act, for the uses and purpose, therein signed and delivered the said instrument as

uet forth. 2 44 Given under my hand and official seal, this

My Commission expires: 4-11-92

This instrument was prepared by:

CATHY S. FRASE (Name) SCHAUMBURG IL 60173

RETURN TO

XC1800D

LENDERS TITLE GUARANTY St. 834 E. Rand Rd., Suite 2 Mount Prospect, IL 60056 (312) 392 0010

XC 18000AAD

THO MAS M. SES

SEAL

VERSION 1.2

CONDOMINIUM RIDER

LENDER'S 1 09-58-54241

day of DECEMBER THIS CONDOMINIUM RIDER is made this and is incorporated into and shall be deemed to amend and supplument 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 SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION (the "Lender")

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

244 RIMINI COURT, PALATINE, IL 60067

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project

RENAISSANCE REAU

[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 usu 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. Conderminium Obligations, Borrower shall perform all of Borrower's obligations under the Condominium Projects Constituent Journetts, 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.
- Hazard Insurer. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanke Tours, on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount. To the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverate," 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 me required coverage is provided by the Owners Association policy.

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

In the event of a distribution of hazird 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 sarund by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall infe 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 coverge to Lender.
- D. Condemnation, The proceeds of any award to claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of ill or any part of the Property, whether of the unit or of the common elements, or for any conveyance in fieu of condem ation, 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 Concent, Borrower shall not, except stree notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandomnent or termination of the Condominium Project, except for abandomnent 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 errinent domain:
- (ii) any amendment to any provision of the Constituent Documents if the provision is the the express benefit of
 - (iii) termination of professional management and assumption of self-mana lement of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Assocation 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 tronicander to Borrower requesting payment.

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

-Borrowe	JESSE RAMIREZ
	P
(Seal	
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(Seal	
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-Borrowe	

MULTISTATE CONDOMINIUM RIDER - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3140 12/03

