

# UNOFFICIAL COPY

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Mortgage

Loan No. 06-45084-03

(Corporate Land Trustee Form)

88578942

THIS INDENTURE WITNESSETH: That the undersigned \_\_\_\_\_

HARRIS BANK ROSELLE

a corporation organized and existing under the laws of the STATE OF ILLINOIS

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated NOVEMBER 24, 1972 and known as trust number 1484

## CRAGIN FEDERAL SAVINGS & LOAN ASSOCIATION

now known as CRAGIN FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK in the State of ILLINOIS, to wit:

UNIT 573, AS DELINEATED ON PLAT OF SURVEY OF LOTS 2 AND 3 AND THAT PART OF LOT 4 IN WEATHERSFIELD COMMONS PARK, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 4 THRU A POINT ON SAID EAST LINE OF SAID LOT 4, 683.59 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID LOT 3, IN WEATHERSFIELD COMMONS PARK, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFORESAID DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT TAX NUMBER: 07-20-400-017-1223

Known as: 1301 Forestdale Ct Schaumburg, IL

THIS IS A CLOSED MORTGAGE

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of FORTY-THREE THOUSAND TWO HUNDRED AND NO /100, 43200.00, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

### THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

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#5063 # D \* - 893 - 5789-12

COOK COUNTY RECORDER

885789-12

885789-12

Box 403

## MORTGAGE

HARRIS BANK ROSELLE

TR NO. 1484 DTD. 11-24-72

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:

1301 FORESTDALE COURT  
SCHAUMBURG, ILLINOIS 60193

Loan No. 06-45084-03

\$16.00  
Office

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish mortgages, upon request, duplicate receipts therefor, and all such liens extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the liability insurance and such other insurance as the Mortgagee may require.

THE MORTGAGOR COVENANTS:

(1) The performance of all of the covenants and obligations of the Mortgagor in the Mortgage, as contained herein and in said Note, in accordance with covenants contained in the Mortgage. (2) any advances made by the Mortgagee in the Mortgage, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of FORTY-THREE THOUSAND TWO HUNDRED AND NO /100<sup>00</sup> Dollars, less \$43200.00.

THIS IS A SECOND MORTGAGE

(b)

(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee occurring even date herewith in the principal sum of THIRTY-SIX THOUSAND AND NO /100 Dollars \$36000.00, which Note, together with interest thereon as therein provided, is payable in monthly installments of FOUR HUNDRED NINE AND 17/100 Dollars \$409.17, commencing the 1st day of JANUARY 1989, and the balance to principal, until said indebtedness is paid in full, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

TO SECURE

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appliances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured. Together with all buildings, improvements, fixtures or appliances erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the finishing of which by tenants or licensees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters fall of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not; and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

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Property Of Cook County Clerk's Office

# UNOFFICIAL COPY

Box 403

## MORTGAGE

HARRIS BANK ROSELLE  
TR NO. 1484 DTD. 11-24-72

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:

1301 FORESTDALE COURT  
SCHAMBURG, ILLINOIS 60193

Loan No. 06-45084-03

\$16.00

88578912

88578912

COOK COUNTY RECORDER

#5063 # D \* 88-578742

14444 TRAN 4231 12/15/88 15:57:00

DEPT-01

\$16.00

Known as: 1301 Forestdale Ct Schaumburg, IL

# UNOFFICIAL COPY

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K That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

M The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

N The right is hereby reserved by the Mortgagee to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of this mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.

O This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said undersigned hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, co-signer, surety or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 1ST day of NOVEMBER, A.D., 19 88.

HARRIS BANK ROSELLE

As Trustee as aforesaid and not personally

ATTEST:

Ruth I. Mayerhofer  
Assistant Secretary

BY Russell C. Shockey  
Vice President

STATE OF ILLINOIS } ss.  
COUNTY OF Cook }

I, the undersigned, Joan F. Racine a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Russell C. Shockey personally known to me to be the Vice President of HARRIS BANK ROSELLE

a corporation, and Ruth I. Mayerhofer personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 1ST day of NOVEMBER, A.D. 19 88



Joan F. Racine  
Notary Public

MY COMMISSION EXPIRES 9-29-91

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS ASSOCIATION  
OF CRAGIN FEDERAL BANK FOR SAVINGS  
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

Bx 403

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All easements, rents, issues and profits of said premises are pledged, assigned, mortgaged and transferred to the Mortgagee, whether now due or hereafter to be...

compensation which may be paid for any property taken or damaged, provided that any excess over the amount of the indebtedness secured hereby, or to the repair and restoration of any...

In case the mortgage property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all...

That time of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note...

That in the event the ownership of said property or any part thereof, becomes vested in a person other than the Mortgagee, or in the event there is an...

That it is the intent hereof to secure payment of said note and obligation whether the entire amount or a part thereof, and to secure any other amount or a part thereof...

This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is...

In order to provide for the payment of taxes, assessments, insurance premiums, interest on other mortgages, and other charges upon the property secured this indebtedness...

Not to make, suffer or permit any nuisance, use of or over nuisance, use of or over nuisance, use of or over nuisance, use of or over nuisance...

\* If the borrower ceases to occupy the property, the Mortgagee is hereby authorized to take possession of the property and to sell or lease the same...

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# UNOFFICIAL COPY

THIS CONDOMINIUM RIDER is made this 1ST day of NOVEMBER, 1988, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION, (herein "Lender") and covering the Property described in the security instrument and located at 1301 FORESTDALE COURT, SCHAUMBURG, ILLINOIS 60193.

(Property Address)

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

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

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

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

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

(ii) Borrower's obligation under ~~Uniform~~ Covenant ~~A-7~~ to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in ~~Uniform~~ Covenant ~~A-7~~ regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of ~~Uniform~~ Covenant ~~A-7~~. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

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

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

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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

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

**D. Remedies.** If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under ~~Uniform~~ Covenant ~~A-10~~.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

THIS MORTGAGE is executed by the Harris Bank Roselle not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said party of the first part or on said Bank personally to pay the said principal notes or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said Bank personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed by these presents by its Vice-President - Trust Officer and attested by its Assistant Secretary, the day and year first above written.

### HARRIS BANK ROSELLE

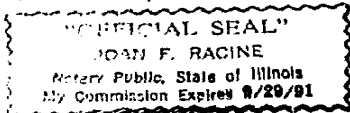
Trustee as aforesaid.

STATE OF ILLINOIS }  
COUNTY OF DU PAGE } SS

By Annell C. Shockey Vice-President - Trust Officer  
Attest: Paul J. Meyerhofer Assistant Secretary.

I, the undersigned, A NOTARY PUBLIC in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Vice-President - Trust Officer of Harris Bank Roselle and the above named Assistant Secretary of said Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President - Trust Officer and Assistant Secretary respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Association, did affix the said corporate seal of said Association to said instrument as his own and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of NOVEMBER, 1988.



Joan F. Racine  
Notary Public.

\*Now known as CRAGIN FEDERAL BANK FOR SAVINGS  
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19. B, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to CRAIG FEDERAL SAVINGS AND LOAN ASSOCIATION, \*

located at 1301 FORESTDALE COURT, SCHUMBERG, ILLINOIS 60193. (herein "Lender") and covering the Property described in the security instrument and located at 1301 FORESTDALE COURT, SCHUMBERG, ILLINOIS 60193. (Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as WEATHERSFIELD COMMONS (Name of Condominium Project)

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

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project. B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Unitmaster Covenant for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property; A-7 to maintain hazard insurance coverage on the Property is deemed satisfied; and (iii) the provisions in Unitmaster Covenant regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Unitmaster Covenant. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

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

\*now known as CRAGIN FEDERAL 88578942

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