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# UNOFFICIAL COPY

88-591699

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8801548  
095837923

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 22  
1988 The mortgagor is JOHN M. PLACKO, A BACHELOR, AND CYNTHIA A. FRENDRETS, A SPINSTER.

("Borrower") This Security Instrument is given to UNITED SAVINGS OF AMERICA which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is

4730 WEST 79TH STREET, CHICAGO, ILLINOIS 60652 ("Lender").  
Borrower owes Lender the principal sum of

SIXTY-SIX THOUSAND AND NO/100

Dollars (U.S. \$ 66,000.00)

). 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 JANUARY 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 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 5-17-105-R-D-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LEXINGTON GREEN II CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 23863582, AS AMENDED, IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 07-24-302-016-1400

MORTGAGOR ALSO HEREBY GRANTS AND ASSIGNS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, PARKING SPACE NO. G5-17-105-R-D-2 AS A LIMITED COMMON ELEMENT AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

which has the address of

267 NORTHBURY COURT, UNIT D2

SCHAUMBURG

[Street]

[City]

60193

("Property Address");

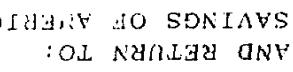
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNOFFICIAL COPY**

Given under my hand and official seal this	
day of	December , 19 88
Commission expires:	
	
My Commission Expires 4/22/93 Notary Public, State of Massachusetts Margaret Siefert	
THIS INSTRUMENT PREPARED BY:	
RECORD AND RETURN TO: UNITED SAVINGS OF AMERICA 2000 YORK ROAD OAKBROOK, ILLINOIS 60521	

1. The undersigned,  
do hereby certify that JOHN M. PLACIDO, A BACHELOR, AND CYNTHIA A. FRIENDRETS, A  
. a Notary Public in said said county and state,  
SPONSER  
. personally known to me to be the same person(s) whose name(s)  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
signed and delivered the said instrument as THIER

STATE OF ILLINOIS.

JOHN M. PLACKO, A BACHELOR (Scal) - Borrower  
CHRISTINA A. FRENCHREIS, A SPINSTER (Scal) - Borrower  
SCALI (Seal)  
Borrower  
SCALI (Seal)  
Borrower  
SCALI (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any addendum(s) executed by Borrower and recorded with it.

- |   |  |
|---|--|
| <p>19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or provision in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law permits) (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 secured by this Security Instrument, regardless of whether acceleration has been asserted by Borrower. The notice shall further specify the right to repossess after acceleration and sale of the property. The notice shall further state that notice of a default of any other debt without further acceleration and repossession may be given to Borrower at its option to accelerate the debt or its option to repossess the property. If the notice is not cured or before the date specified in the notice, Lender may foreclose its immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument in full if the non-existence of a default or repossess after acceleration and sale of the property to assert in the foreclosure proceeding the rights of Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney fees and costs of title evidence.</p> <p>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 paragraph 19 or abandonment of the Property, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney fees and costs of title evidence.</p> <p>21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security interest, bonds and personalty, fees, and then to the sums secured by this Security Instrument.</p> <p>22. Waiver of Homestead. Borrower waives all rights of homestead excepted in the Property.</p> <p>23. Rights to this Security Instrument, the covenants and agreements of each party hereto 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, the covenants and agreements of each party hereto 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, if one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of each party hereto 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.</p> | <p><input type="checkbox"/> Non-Uniform Covenants<br/>Borrower and Lender further agree as follows:</p> <p>NON-UNIFORM COVENANTS<br/>Borrower and Lender further agree as follows:</p> <p>24. Family Rider. <input type="checkbox"/> 2-4 Family Rider</p> <p>25. Adjustable Rate Rider. <input type="checkbox"/> Adjustable Rate Rider</p> <p>26. Graduated Payment Rider. <input type="checkbox"/> Graduated Payment Rider</p> <p>27. XRF Conditional Rider. <input type="checkbox"/> XRF Conditional Rider</p> <p>28. Other(s) [Specify] <input type="checkbox"/> Other(s) [Specify]</p> |
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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 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 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. Lender 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. 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 against the sums secured by this Security Instrument.

**3. Application of Payments.** 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.** Borrower 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 manner 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 secured 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 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 of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvement, 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 withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower 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 shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's 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 the 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 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds 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 acquisition.

**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 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 the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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This Security Instrument, from the date the notice is delivered or mailed within fifteen (15) days of the lessor's written notice to pay the same prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of foreclosure.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period  
beginning as of the date of this Section and ending when the accelerated debt is paid in full.

16. Borrower's Copy. Borrower shall be given one countermanded copy of the Note and of this instrument.  
17. Transfer of Property or a Beneficial Interest of the Note and of this instrument.

which can be given effect without the conflicting provision. To this end the provisions of this Section instrument and the notes which are deemed to be severable, such entries shall not affect other provisions of this instrument.

provided for in this Security Instrument shall be deemed to have been given to him in accordance with the requirements of law.

13. **Legislative Affection Affection Lenender's Rights.** If enactment of the legislation of any provision of this Note or this Security instrument creates a conflict with the laws has the effect of rendering ineffective any provision of this Note or this Security instrument unless to the extent necessary to give effect to the rights of the Lenender, in his terms, Lenender, all his rights, and may invoke any remedy available under this instrument.

12. **Loan Charges.** If the loan is secured by a 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 conflicted or to be collected in connection with the loan exceeded the permitted limits, then, (a) any such loan charge shall be reduced to the permitted limits and (b) if a sum already collected from the borrower exceeds the amount necessary to reduce the charge to the permitted limits, then, the amount exceeding the permitted limits will be refunded to the 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 refiund reduces principal, the reduction will be treated as a partial prepayment without any precharge under the Note.

11. Successors and Assignees; Joint and Several Liability; Cointerests. 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 title to his or her interest in the property under the Note; and (b) is not personally liable for the payment of the Note.

shall not be a waiver of or preclude a party's exercise of any remedy.

Unit(s); Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed one month's monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments postponing the date of the note. Notwithstanding the above, any application of proceeds to principal shall not exceed one month's monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments postponing the date of the note.

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, either to restore or repair of the property or to the sums secured by this security instrument, whichever is less than due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to pay to Borrower, divided by (a) the fair market value of the Property immediately before the taking. Any balance shall be borne by the trustee.

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 sum secured by this Security instrument shall be reduced by the amount of the proceeds multipled by the following fraction: (a) the total amount of the sums secured immediately

9. **Condemnation.** The proceeds of any part of the property, or for damages, direct or consequential, in connection with any condemnation or taking of any part of the claim for compensation, are heretofore paid to Leander.

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

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THIS CONDOMINIUM RIDER is made this 22ND day of DECEMBER , 19 88 .  
 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to  
 UNITED SAVINGS OF AMERICA, AN ILLINOIS CORPORATION (the "Lender")  
 of the same date and covering the Property described in the Security Instrument and located at:

267 NORTHBURY COURT, UNIT D2 (Property Address), ILLINOIS 60193

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

LEXINGTON GREEN II  
(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 installment, 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.

*John M. Placko* .....(Seal)  
 JOHN M. PLACKO, A BACHELOR

Borrower

*Cynthia A. Frendreis* .....(Seal)  
 CYNTHIA A. FRENDREIS, A SPINSTER

Borrower

RECORD AND RETURN TO:  
 UNITED SAVINGS OF AMERICA  
 2000 YORK ROAD  
 OAK BROOK, ILLINOIS 60521

.....(Seal)  
 Borrower

.....(Seal)  
 Borrower

8859139

157 Mail

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Property of Cook County Clerk's Office