

UNOFFICIAL COPY

88185398

~~\$16.00~~

LOAN NO.: 0277918129

THIS MORTGAGE ("Security Agreement") is given on April 27, 1988. The
mortgagor is RONALD L. WILLIAMS UNMARRIED

This Security Instrument is given to **OMNI MORTGAGE COMPANY**, which is organized and existing under the laws of the State of Ohio, and whose address is **2001 SPRING ROAD, SUITE 105, OAKBROOK, ILLINOIS 60521**

Borrower owes Lender the principal sum of U.S. \$ 84,100.00

EIGHTY FOUR THOUSAND, ONE HUNDRED AND NO /100

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 **MAY 1, 2018**.

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 his 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 NUMBER 3C IN CHESINUIT PLACE OF ARLINGTON HEIGHTS,
ARLINGTON HEIGHTS, ILLINOIS AS DELINEATED ON THE PLAT OF
SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:
PARCEL 7.

PARCEL I:
THE WEST 205.91 FEET OF THE EAST 328.91 FEET OF THE EAST
1/2 OF THE WEST 718 FEET (EXCEPT THE SOUTH 2300 FEET THERE-
OF) OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF
SECTION 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF
RAND ROAD (EXCEPTING THEREFROM THAT PART OF WALNUT AVENUE,
TECHNY ROAD AND CHESTNUT AVENUE, ALL DEDICATED FOR ROAD
PURPOSES PER DOCUMENT NUMBER 86-250,816, AND EXCEPTING
THEREFROM THAT PART LYING NORTHERLY OF TECHNY ROAD AS
DEDICATED BY DOCUMENT NUMBER 86-150,816), IN COOK COUNTY,
ILLINOIS. PARCEL II:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
LYING NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID
SECTION 18, LYING SOUTHEAST OF THE SOUTHEASTERLY LINE OF
TECHNY ROAD, DEDICATED FOR ROAD PURPOSES, PER DOCUMENT
NUMBER 86-250,816, AND LYING SOUTHWEST OF THE SOUTHWESTERLY
LINE OF RAND ROAD, DEDICATED FOR ROAD PURPOSES PER DOCUMENT
NUMBER 12,593,022, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY
IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM
MADE BY SHA DEVELOPMENT, INC., AND RECORDED IN THE OFFICE OF
THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MARCH 23,
1988 AS DOCUMENT 88-120,303, TOGETHER WITH ITS UNDIVIDED
PERCENTAGE INTEREST IN SAID PARCEL EXCEPTING FROM SAID
PARCEL ALL THE PROPERTY AND SPACES COMPRISING ALL THE UNITS
THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND
SURVEY AS MAY BE AMENDED FROM TIME TO TIME.

AFFECTS: ONLY PART OF THE PREMISES IN QUESTION

be the same more or less, but subject to all legal highways,
which has the address of 325 IVY LANE, ARLINGTON HEIGHTS, IL. 60004

(“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--FNMA/FHLMC UNIFORM INSTRUMENT
LO-0001-02 7-84 IL

Form 3014 12/83

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Prepared By & Mailed to: Sharon Nadalini - Omni Mortgage
17926 S. Halsted

A rectangular seal featuring a central shield with a plow, a sheaf of wheat, and a sheaf of corn, surrounded by a circular border with the words "THE GREAT SEAL OF THE STATE OF ILLINOIS".

John A. Morris

88 61 - *Amphibius* jo K.

RONALD L. WILLIAMS, a Notary Public in and for said county
and state, do hereby certify that I, THE WITNESS,
a Notary Public in and for said county
and state, do hereby certify that RONALD L. WILLIAMS,
a Notary Public in and for said county
and state, do hereby certify that HE/SHE
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE
signed and delivered the said instrument in HIS/HER
presence.

*for the numerous signs
of success.*

STATE OF ILLINOIS

ESSAYS

RONALD L. WILLIAMS

22. Waiver of Homeestead, Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

24. Adjustable Rate Rider.

25. Graduated Payment Rider.

26. Other(s) [Specify]

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B S L O B 3 9 3

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 accrued 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 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 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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PAGE 2: CONTINUATION OF LEGAL DESCRIPTION

03-18-401-002

AFFECTS: ONLY A PART OF PREMISES IN QUESTION

03-18-204-007

AFFECTS: ONLY A PART OF PREMISES IN QUESTION

NOTE: THERE HAS BEEN NO TAX DIVISION FOR THE INDIVIDUAL
CONDOMINIUM UNITS.

Property of Cook County Clerk's Office

89185398

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RECORDED COPIES OF DOCUMENTS OR RECORDS ARE NOT TO BE

COPIED OR REPRODUCED.

03-13-84-A-000

EXCERPT ONLY A PART OF THE RECORDS IN THIS

DOCUMENT IS BEING MADE AS A RESULT OF REQUESTS IN THIS CONNECTION

WHICH DO NOT CONSTITUTE AN APPLICATION FOR THE INFORMATION

CONTAINED IN IT.

Property of Cook County Clerk's Office

88485398

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this _____ day of _____, 19_____,
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 "Lender")

OMNI MORTGAGE COMPANY, AN OHIO CORPORATION (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:

325 IVY LANE, ARLINGTON HEIGHTS, IL. 60004

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

(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 for 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.

Ronald L. Williams
RONALD L. WILLIAMS

Secure Original Only Loan No. 0277918129

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(b) This document is not to be distributed outside of the State of Illinois or beyond its borders without the express written permission of the Clerk of Cook County.

RECORDED ON 04/10/2014, EVIDENCE EXHIBIT NUMBER THREE

SECOND - THE ATTACHED MORTGAGE, DEED XVI ETC

A copy of the above mortgage was submitted to the Clerk's Office by the Plaintiff, ROBERT J. HARRIS, JR., on April 10, 2014, and is being filed in the above-referenced cause.

(b) The Clerk of Cook County does not have authority to approve, disapprove, accept or reject any documents or papers presented to it. It is the responsibility of the Plaintiff to make sure that all documents and papers presented to the Clerk's Office are in proper form and contain no errors.

RECORDED ON 04/10/2014, EVIDENCE EXHIBIT, DEED XVII ETC

A copy of the above deed was submitted to the Clerk's Office by the Plaintiff, ROBERT J. HARRIS, JR., on April 10, 2014, and is being filed in the above-referenced cause.

RECORDED ON 04/10/2014, EVIDENCE EXHIBIT, DEED XVIII ETC

A copy of the above deed was submitted to the Clerk's Office by the Plaintiff, ROBERT J. HARRIS, JR., on April 10, 2014, and is being filed in the above-referenced cause.

RECORDED ON 04/10/2014, EVIDENCE EXHIBIT, DEED XIX ETC

A copy of the above deed was submitted to the Clerk's Office by the Plaintiff, ROBERT J. HARRIS, JR., on April 10, 2014, and is being filed in the above-referenced cause.

RECORDED ON 04/10/2014, EVIDENCE EXHIBIT, DEED XX ETC

A copy of the above deed was submitted to the Clerk's Office by the Plaintiff, ROBERT J. HARRIS, JR., on April 10, 2014, and is being filed in the above-referenced cause.

RECORDED ON 04/10/2014, EVIDENCE EXHIBIT, DEED XXI ETC

A copy of the above deed was submitted to the Clerk's Office by the Plaintiff, ROBERT J. HARRIS, JR., on April 10, 2014, and is being filed in the above-referenced cause.

RECORDED ON 04/10/2014, EVIDENCE EXHIBIT, DEED XXII ETC

A copy of the above deed was submitted to the Clerk's Office by the Plaintiff, ROBERT J. HARRIS, JR., on April 10, 2014, and is being filed in the above-referenced cause.

RECORDED ON 04/10/2014, EVIDENCE EXHIBIT, DEED XXIII ETC

A copy of the above deed was submitted to the Clerk's Office by the Plaintiff, ROBERT J. HARRIS, JR., on April 10, 2014, and is being filed in the above-referenced cause.

RECORDED ON 04/10/2014, EVIDENCE EXHIBIT, DEED XXIV ETC

A copy of the above deed was submitted to the Clerk's Office by the Plaintiff, ROBERT J. HARRIS, JR., on April 10, 2014, and is being filed in the above-referenced cause.

RECORDED ON 04/10/2014, EVIDENCE EXHIBIT, DEED XXV ETC

RECORDED ON 04/10/2014, EVIDENCE EXHIBIT, DEED XXVI ETC