

UNOFFICIAL COPY

0 0 2 5 5 5 0
Loan No: 0151021295

310156

88255516

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MORTGAGE

19.88 THIS MORTGAGE ("Security Instrument") is given on JUNE 09,.....
19..... The mortgagor is DIANE CIESIELSKI, SINGLE ("Borrower"). This Security Instrument is given to
SHELTER MORTGAGE CORPORATION,....., which is organized and existing
under the laws of the State of Wisconsin,....., and whose address is
1375 East Schaumburg Road #220 Schaumburg, IL 60194 ("Lender").
Borrower owes Lender the principal sum of SIXTY-ONE THOUSAND SIX HUNDRED AND NO/100
Dollars (U.S. \$ 61600.00). 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 JUNE 01, 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 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:

SEE ATTACHED

(Such property having been purchased in whole or in part with the
sums secured hereby.)

TAX KEY NO: 07 24 303 017 1276

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which has the address of 271 MIDDLEBURY COURT, D2.....,
60193 (Street) SCH AUMBURG (City),
Illinois ("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 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.

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The Commonwealth Register 1991/92
Health Protection Agency 1992

RETURN TO: Schelter Mortgage Corporation
1375 East Schamberg Road, #220
Schamberg, IL 60194

This instrument drafted by: PAMELA S. ALMQUIST

Notary Public

My commission expires: 4-29-90

personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appears to me that this day and acknowledges that she signed and delivered the said instrument free and voluntary act, for the uses and purposes hereinunder my hand and official seal, this 9th day of June, 1988

I, JESSE L. WOODWARD, do hereby certify that DIANE CIESIELSKI, SINGER, a Notary Public in the State of said County and state,

County ss:

STATE OF ILLINOIS,

[Space Below This Line For Meticulous Handwriting]

—Gottowert
....(Seal)

DLINE, CLESIELSKI

BY SIGNING BELOW, BOTH/WEIR ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BOTH/WEIR AND RECORDED WITH IT.

Other(s) [specify] _____

Adjustable Kite Rider Condorium Rider 2-4 Family Rider

23. **Rider to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
Security instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

the Property including those parts of the Property which are situated in the City of New York, shall be applied first to payment of the costs of management of rents, collection of rents, including, but not limited to, receiver's fees, premiums on

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 the initial sale, Lender (in person, by agent or by judicially appointed trustee) may exercise all rights and powers of the Lender in Possession as set forth in Article 10.

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument further demand and may foreclose this Security Instrument by judicial proceeding.

Secured by this Security Instrument, Foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the non-

unless applicable law provides otherwise). The notice shall specify: (a) the date; (b) the section required to cure the defect; (c) a date, not less than 30 days from the notice, by which the defect must be cured;

NON-UNIFORM COVENANTS - Non-uniform covenants are those which do not apply uniformly to all properties in a development.

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UNIFORM COVENANTS, BORROWER AND LENDER Covenants and Agreements:

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 his 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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UNOFFICIAL COPY Subject to terms and conditions set out in the Schedule of Access to Information Act requests.

If Lender exercises this option, The notice shall provide a period of not less than 30 days from the date the notice is received by Borrower to mail within which Borrower must pay all sums secured by this Security Instrument prior to the expiration of this period. Lender may invoke any remedies permitted by law or 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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any
interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural
person) without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums
secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by
securities laws.

Note are declared to be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by the law of the jurisdiction in which it is located. In the event that any provision of this Security Instrument conflicts with applicable law, the conflict shall not affect the provisions of this Security Instrument and the Note which can be given effect without the conflict giving rise to any provision. To the end of this Note Security Instrument and the Note

Security instruments shall be deemed to have been given to Borrower if delivered to Lender's address stated herein or by inter-bank transfer to Lender's designated account at Borrower's bank of record.

14. Notices. Any notice to Borrower provided for in this Security Instrument sent shall be given by delivery in person, by mail unless otherwise addressed law requires use of another method. The notice shall be directed to the mailing address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by delivery in person, by mail unless Borrower provides otherwise.

may require immediate payment in full of all sums accrued by this Security instrument and may invoke any remedies permitted under this option. Lender shall take such steps specified in the second paragraph of

partially prepared material without any preparation charge. If an acme meter, the effect of partial preparation of applicable laws has the effect of rendering any provision of this Note or this Section ineffective according to its terms, Lender, at its option,

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 it's interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then, (a) any such loan charge shall be reduced in accordance with the loan, and (b) any sums already collected from Borrower which exceeds the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a

payment of otherwise made by sums secured by this Security Instrument by reason of any demand made by the original Borrower or his successors in interest. Any collection or exercise of any right or remedy

modifications of Borrower shall not operate to release the sums secured by this Security Instrument granted by Lender to any successors in interest.

10. Borrower's Note Released; Prepayment; Waiver. Extension of the time for payment of principal shall not extend the due date of the monthly payments referred to in Paragraphs 1 and 2 or changes the amount of such payments.

Given, Lemde, is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not them due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the demand notice is given as set forth above, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender may, at its option, declare all amounts outstanding under this Note to be due and payable.

before the taking divided by (b) the fair market value of the property immediately before the taking. Any balance shall be carried over as a capital loss.

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, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower.

9. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation of any part of the property, or for conveyance in lieu of condemnation, are hereby

insurance termintes in accordance with Borrower's and Lender's written agreement or applicable law.

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement for the

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 9TH day of JUNE 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 SHELTER MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
271. MIDDLEBURY COURT, D2, SCHAUMBURG, IL 60193
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as **LEXINGTON GREEN** [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 of 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.

Diane Ciesielski (Seal)
DIANE CIESIELSKI (Seal)
 8E255516

..... (Seal)
 -Borrower

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Property of Cook County Clerk's Office

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PARCEL 1:

UNIT NUMBER 2644RD2 AS DELINEATED ON A SURVEY OF A PARCEL OF LAND BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"):

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 9, 1974, AND KNOWN AS TRUST NUMBER 20534 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22 925 344; TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATION ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATION WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATION.

PARCEL 2:

A PERPETUAL AND EXCLUSIVE EASEMENT IN AND TO GARAGE UNIT NUMBER G2644RD2, AS DELINEATED ON SURVEY ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 22 925 344 AND AS SET FORTH IN AMENDMENTS THERETO RECORDED AS DOCUMENT NUMBERS: 22 937 531; 22 939 426; 22 969 592; 23 056 564; 23 129 157; 23 188 446 AND 23 244 162; 23 317 082; 23 349 297; AND 23 418 882; 23 483 798; 23 52 819.

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DEPT-41 RECORDING \$16.00
T#1111 TACN 5659 04/13/88 12:37:00
#4179 # A *--88-255514
COOK COUNTY RECORDER

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Property of Cook County Clerk's Office

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A K E D C O M - T H E C O O K C O U N T Y C L E R K S O F F I C E
RICHARD J. DREHER, CLERK

09.22
00:16:51 09/18/10