

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 JUL 15 PM 12: 59

88311941

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MORTGAGE

\$18.00

THIS MORTGAGE ("Security Instrument") is given on June 30, 1988. The mortgagor is Albany Bank & Trust Company, N.A., U/T/A #11-4553, dated June 29, 1988 ("Borrower"). This Security Instrument is given to Albany Bank & Trust Company, N.A., which is organized and existing under the laws of the United States of America, and whose address is 3400 West Lawrence Avenue, Chicago, Illinois 60625 ("Lender"). Borrower owes Lender the principal sum of Fifty Three Thousand and 00/100 Dollars (U.S. \$53,000.00). 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 August 1, 1993. 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:

PARCEL 1:

Unit Number 601 in San Tropai Condominium, as delineated on Survey of the following described Parcel of Land (hereinafter referred to as Parcel) That Part of the South 780.0 Feet, as measured at right angles of the South Line thereof, of the North West 1/4 of the North East 1/4 of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois described as follows:

Commencing at the South West Corner of said North West 1/4 of the North East 1/4; thence East along the South line of said Northwest Quarter of the North East Quarter, 282.96 feet; (the South line of said North West 1/4 of the North East 1/4, being assumed as running due East and West for this legal description); thence North 167.0 feet to a point for a point of beginning of Parcel of Land therein described; thence West 77.0 feet; thence North 88.0 feet; thence West 13.40 feet; thence North 217.17 feet; thence East 77.0 feet; thence South 123.0 feet; thence East 71.40 feet; thence South 59.17 feet; thence East 58.0 feet; thence South 123.0 feet to the point of beginning, in Cook County, Illinois which Survey is attached as Exhibit 'A' to Declaration of Condominium made by Chicago Title and Trust Company, as trustee under Trust Number 1067400 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 23448135; together with its undivided percentage interest in the common elements in Cook County, Illinois.

PARCEL 2:

Easements for Ingress and Egress for the benefit for Parcel 1 as defined and set forth in master declaration of covenants, conditions and restrictions and easements for San Tropai planned residential development, made by Chicago Title and Trust Company, as Trustee under Trust Number 1067400, dated March 31, 1976 and recorded April 12, 1976 as Document Number 23448134 and created by Deed from Chicago Title and Trust Company Number 1067500 to James J. Mcanally dated February 25, 1977 and recorded March 4, 1977 as Document Number 23839930.

Commonly known as - 1243 East Baldwin, Unit #601, Palatine, Illinois  
Permanent Index Number - 02-12-200-021-1009

The ARM additional Term Rider attached hereto is an integral part of this Mortgage.

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

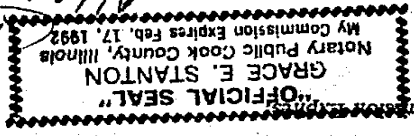
71-71-308 DF HAMMERS  
EXONERATION PROVISION RESTRICTING ANY LIABILITY OF ALBANY BANK & TRUST COMPANY N.A. ATTACHED HERETO, IS HEREBY EXPRESSLY MADE A PART HEREOF.

88311941

UNOFFICIAL COPY

This instrument was prepared by... ALBANY BANK & TRUST CO., 3400 N. LAWRENCE

Notary Public (SEAL) Grace E. Stanton



Witness my hand and official seal this 11th day of July 1988.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be free and voluntary act and deed and that (he, she, they) executed said instrument for the purposes and uses therein set forth.

STATE OF ILLINOIS } COUNTY OF COOK } SS: [Space Below This Line For Acknowledgment]

(Seal) Borrower

(Seal) Borrower

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

- 23. Riders to this Security Instrument... 22. Waiver of Homestead... 21. Release... 20. Lender in Possession... 19. Acceleration; Remedies...

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# UNOFFICIAL COPY

ILLINOIS—Single Family—Form 3014 12/83

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

encumbrances of record.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to

foregoing is referred to in this Security Instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,

appartenances, 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

which has the address of 1243 East Baldwin Lane Unit #601

Palatine (City)

Illinois 60067 ("Property Address");

[zip Code]

EXEMPTION PROVISION RESTRICTING  
ANY LIABILITY OF ALBANY BANK & TRUST  
COMPANY N.A., ATTACHED HERETO, IS HEREBY  
EXPRESSLY MADE A PART HEREOF.

Property of Cook County Clerk's Office

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COOK COUNTY, ILLINOIS  
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(2)

# UNOFFICIAL COPY

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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 without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this 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.

22. Waiver of Homestead. 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 covenants and agreements of each such rider 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. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development/Ridings
- 2-4 Family Rider

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF ALBANY BANK & TRUST COMPANY N.A. ATTACHED HERETO OR HEREBY EXPRESSLY MADE A PART HEREOF.

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

ALBANY BANK & TRUST COMPANY, N.A. as Trustee #11-4553  
and not individually  
.....(Seal)  
-Borrower

.....(Seal)  
-Borrower

[Space Below This Line For Acknowledgment]

88311941

STATE OF ILLINOIS }  
COUNTY OF COOK } SS:

I,..... the undersigned....., a Notary Public in and for said county and state, do hereby certify that..... personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be..... free and voluntary act and deed and that (his, her, their)..... executed said instrument for the purposes and uses therein set forth. (he, she, they)

Witness my hand and official seal this 11th day of July 19 88.

My Comm. Expires



Grace E. Stanton (SEAL)  
Notary Public

This instrument was prepared by Albany Bank & Trust Co., 3400 W. Lawrence Chicago, Ill. 60625



If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** 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 that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded 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 partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. If notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender, any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this 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 its 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 federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

# UNOFFICIAL COPY

**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 be levied on the Property; (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; Lens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may be levied 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 any part 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 attach prior to 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 renewals. 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.

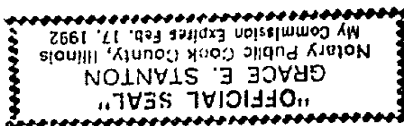
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's 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.

88311941



NOTARY PUBLIC

*Grace E. Stanton*

REGISTERED

1988

GIVEN under my hand and Notarial Seal, this 11th day of July

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT the above Officers of ALBANY BANK & TRUST COMPANY N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Assistant Vice President, 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Vice President, then and there acknowledged that he, as custodian of the Corporate Seal of said association, did affix said seal to said instrument as his own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

COUNTY OF COOK )  
STATE OF ILLINOIS )

*Grace E. Stanton*  
Assistant Vice President

ATTEST:

BY: *Grace E. Stanton*  
Land Trust Officer

ALBANY BANK & TRUST CO. N.A.,  
not personally, but solely as  
Trustee as aforesaid, pursuant to  
the terms of that certain  
TRUST AGREEMENT dated  
June 29, 1988,  
and bearing TRUST NUMBER 11-4553.

THIS MORTGAGE is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything therein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings or employees, on account hereof, or an account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that ALBANY BANK & TRUST CO. N.A., individually, shall have no obligation to see to the performance or non-performance or any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues and profits thereof.

IN WITNESS WHEREOF, ALBANY BANK & TRUST CO. N.A., not personally, but as Trustee as aforesaid has caused these presents to be signed by its Land Trust Officer and its corporate seal to be hereunto affixed and attested by its Asst. Vice President this 30th day of June, 1988.

# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THIS DAY PASSED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 12345

WHEREAS, the Board of Supervisors of Cook County, Illinois, has received a request from the Board of Directors of the [Organization Name] for the purchase of [Property Description]; and

WHEREAS, the Board of Supervisors of Cook County, Illinois, has determined that the purchase of the [Property Description] is in the best interests of Cook County, Illinois;

BEFORE COMING TO THIS DECISION, THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS CONSIDERED THE FOLLOWING:

1. The [Organization Name] is a [Type of Organization] and has been operating for [Number] years.

2. The [Organization Name] has a long and distinguished history of service to the community.

3. The purchase of the [Property Description] will provide the [Organization Name] with a permanent and suitable location for its operations.

4. The purchase of the [Property Description] will be in the best interests of Cook County, Illinois.

IT IS THEREFORE RESOLVED, that the Board of Supervisors of Cook County, Illinois, does hereby authorize the purchase of the [Property Description] for the sum of [Amount] dollars.

PASSED AND APPROVED:

CURRILE DE COOK

CLERK OF COOK COUNTY

CHIEF CLERK

VERIFIED:

NOT RECORDED FOR [Date]

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

CONDOMINIUM RIDER

8 3 5 1 1 9 4 1

THIS CONDOMINIUM RIDER is made this 30th day of June, 1988, 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 ALBANY BANK & TRUST COMPANY, N.A. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1243 East Baldwin Lane Unit #601, Palatine, Illinois 60067

(Property Address)

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

San Tropic Condominium, 1243 East Baldwin Lane, Palatine, Illinois 60067

(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 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.

ALBANY BANK & TRUST COMPANY, N.A. as Trustee #11-4553 and not individually

By [Signature] (Seal)  
ATTEST: [Signature] LEND TRUST OFFICER - Borrower

[Signature] (Seal)  
ASST. VICE PRESIDENT - Borrower

This instrument is executed by ALBANY BANK AND TRUST COMPANY N.A., not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by ALBANY BANK AND TRUST COMPANY N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK AND TRUST COMPANY N.A. by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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# UNOFFICIAL COPY

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**UNOFFICIAL COPY**  
**ARM Additional Terms Rider** 9 4 1  
**(For Security Instrument — Sign Last)**

THIS ARM ADDITIONAL TERMS RIDER is made this 30th day of June, 1988 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and any and all Riders attached thereto of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to ALBANY BANK AND TRUST COMPANY N.A. (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1243 East Baldwin Lane, Unit #601, Palatine, Illinois 60067

Property Address

**ADDITIONAL COVENANTS**

In addition to the covenants and agreements made in the Security Agreement and any and all Riders attached thereto, Borrower and Lender further covenant and agree to the following terms that are appropriately marked as indicated—.

**THE INDEX**

Beginning with the first Change Date, my interest rate will be based on an Index. That "Index" is The Prime Rate of Continental Illinois National Bank & Trust Company of Chicago. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based on comparable information. The Note Holder will give me notice of this change.

**CALCULATION OF CHANGES:**

Before each Change Date, the Note Holder will calculate my new interest rate by adding 0 percentage points (0%) to the Current Index. The Note Holder will then round the result of this addition to the nearest 1/8th of one percentage point. This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is my new monthly payment unless I have the option to limit my monthly payment and I choose the amount permitted by Section 5 in the Note.

**APPLICATION OF PAYMENTS:**

~~Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 of the Security Instrument attached hereto shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 of the Security Instrument, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.~~

**INTEREST RATE LIMITATIONS:**

My interest rate cannot be changed by more than six percentage points at any Change Date, subject to such limitations listed below for my maximum ("ceiling") and minimum (~~"floor"~~) interest rates. The ceiling, or maximum interest rate, that can be charged on my loan is either 15%; or if not specified, provides for no set maximum limit. The floor, or the minimum interest rate, that will be charged on my loan is either \_\_\_\_\_%; or if not specified, provides for no set minimum rate.

**TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER:**

If all or any part of the Property or 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 its 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 Federal Law as of the date of this Security Instrument.

If Lender exercises this option Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**CONVERSION OPTION TO A FIXED RATE LOAN:**

At the end of \_\_\_\_\_ months, Lender grants to Borrower an option to convert this adjustable rate loan to a loan with a fixed rate and a fixed term. Lender will provide to Borrower the terms and conditions of this conversion option which the Borrower may either accept or reject \_\_\_\_\_ and the length of time before said conversion option expires.

This instrument is executed by ALBANY BANK AND TRUST COMPANY N.A., not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by ALBANY BANK AND TRUST COMPANY N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK AND TRUST COMPANY N.A. by reason of any of the covenants, statements, representations or warranties contained in this instrument.

BY SIGNING BELOW, Borrower accepts and agrees only to those appropriately marked  additional terms and covenants contained in this ARM Additional Terms Rider.

ALBANY BANK & TRUST COMPANY, N.A. as Trustee #11-4553  
and not individually  
By: [Signature] (Seal)  
ATTEST: [Signature] (Seal)  
Borrower AND TRUST OFFICER  
[Signature] (Seal)  
Borrower ASST. VICE PRESIDENT  
\_\_\_\_\_  
Borrower (Seal)

88311941

