

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.

which has the address of 1104 Castilian, Unit 112, Glenview, Illinois 60025 ("Property Address");

UNIT NUMBER E-228 IN CASTILIAN COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF PART OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF MILWAUKEE AVENUE; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25378419, AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PTD: 04-32-200-020-1024 JK

THIS MORTGAGE ("Security Instrument") is given on this 8th day of August, 1988. The mortgage is given to Marie Sklamberg Bartlett and Louis Sklamberg, whose address is c/o Young, Debs & Heirs, 405 Lake Cook Road, Deerfield, Illinois 60015 ("Lender"). Borrower owes Lender the principal sum of Fifty-Four Thousand Dollars (U.S. \$4,000.00). 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 8, 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 Lend the following described property located in Cook County, Illinois:

MORTGAGE

88357281

2202

88357281

1176329 1438088

Deppa@all

Single  
Mortgage  
Recorded

UNOFFICIAL COPY

Property of Cook County Clerk's Office

J853282

J853282



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

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.

5. Provision #5 has been intentionally left blank.

4. Charges; Liens. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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.

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.

1. Acquisition of Property. 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.

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and 2 or change the amount of such payments.  
1 and 2 or change the amount of such payments referred to in paragraphs 1

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.  
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.

If the property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condempnor 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.  
If the property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condempnor 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.

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 balances shall be paid to Borrower.

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.  
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.

8. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the property. Lender shall give Borrower notice of seven (7) days unless in case of emergency (to be determined by the Lender reasonably) at the time of or prior to an inspection specifying reasonable cause for the inspection.  
Lender or its agent may make reasonable entries upon and inspections of the property. Lender shall give Borrower notice of seven (7) days unless in case of emergency (to be determined by the Lender reasonably) at the time of or prior to an inspection specifying reasonable cause for the inspection.

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.  
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.

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 regulation), 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.  
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 regulation), 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.

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13. LEGISLATION AFFECTING LENDER'S RIGHTS. If enactment or expiration of applicable laws has the effect of rendering this Note of 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.

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 the borrower which exceeded permitted limits shall be refunded to the borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 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.

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.

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

of the date of this Security Instrument. exercised by Lender it exercise is prohibited by federal law as to this request for consent. However, this option shall not be lease, or assignment, this acceleration provision shall not apply discretion, agrees not to proceed with the proposed lease, sub-lease, or assignment is unacceptable in Lender's reasonable If Borrower, upon notification that the proposed lease, sub-payment in full of all sums secured by this Security Instrument. written consent, Lender may at its option require immediate transfers possession of the property without Lender's prior If Borrower leases, sub-leases, or assigns or in any way law as of the date of this Security Instrument.

not be exercised by Lender it exercise is prohibited by federal secured by this Security Instrument. However, this option shall may, at its option, require immediate payment in full of all sums natural person) without Lender's prior written consent, Lender interest in Borrower is sold or transferred and Borrower is not a encumbered by lien, mortgage, or assignment (or if a beneficial property or any interest is sold, transferred or otherwise BORROWER AND A TRANSFER IN POSSESSION. If all or any part of the 17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN

conformed copy of the Note and of this Security Instrument. 16. BORROWER'S COPY. Borrower shall be given one

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

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

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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,

Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS

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.

demand on Borrower.

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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

Borrower and Lender further covenant and agree as follows:

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demand on Borrower.

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B. Insurance. Borrower shall take such actions as maybe reasonable to insure that the owners Association maintains a "blanket" or "master" policy acceptable in form, amount, and extent of coverage to Lender.

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.

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

22. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the property.  
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.

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.

secured 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.

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24. Implied Reasonableness of Lender's Consent. Whenever the consent of Lender is required in this agreement, the consent shall not be unreasonably withheld.

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.

- (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 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.

D. 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:

C. 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.

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Property of Cook County Clerk's Office

18572844

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COOK COUNTY, ILLINOIS  
CLERK OF COURTS

1988 AUG -8 PH 12:44

Property of Cook County Clerk's Office

88357281

\_\_\_\_\_  
Borrower  
(SEAL)

\_\_\_\_\_  
Borrower  
(SEAL)

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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

15522581

UNOFFICIAL COPY

0 8 3 5 7 2 8 1

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BOOK 333

Name: Duldig & Schneider, Ltd  
Address: 180 N. Cassill, Suite 257

THIS INSTRUMENT WAS PREPARED BY:

Name: Duldig & Schneider, Ltd  
Address: 180 N. Cassill, Suite 257  
Street: Chicago Illinois 60601  
City: John Boland  
ATTN:

FOR RECORDERS INDEX  
PURPOSES INSERT STREET  
ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
1104 California, Unit 112  
Glenview, Illinois 60047

DELIVERY:

My commission expires: 4-18-90

NOTARY PUBLIC  
*Charles J. Alford*  
August, 1988.

Given under my hand and official seal, this 8 day of  
voluntary act, for the uses and purposes therein set forth.

delivered the said instrument as his signed and  
day in person, and acknowledged that he subscribed to the foregoing instrument, appeared before me this

person(s) whose name(s) is  
Single, personally known to me to be the same

county and state, do hereby certify that Jeff Korbstein,  
I, the undersigned, a Notary Public in and for said

STATE OF ILLINOIS  
)  
) SS  
) COUNTY OF COOK

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Property of Cook County Clerk's Office

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