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COOK COUNTY, ILLINOIS
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1989 AUG 31 PM 3:19

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[Space Above This Line For Recording Date]

LENDER'S # 09-58-14530

15⁰⁰

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 30
1989 . The mortgagor is MICHAEL D. ANNES AND DEBRA E. ANNES, HIS WIFE
("Borrower"). This Security Instrument is given to
SEARS MORTGAGE CORPORATION , which is organized and existing
under the laws of the STATE OF OHIO , and whose address is
2500 LAKE COOK ROAD, WILMINGTON, ILLINOIS 60015
Borrower owes Lender the principal sum of ONE HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED AND 00/100-----
Dollars (U.S. \$142,800.00-----). 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 SEPTEMBER 1, 2019 . This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in COOK County, Illinois:

UNIT NUMBER 2-3752 IN 3752-56 NORTH SHEFFIELD, CONDOMINIUM AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
THE NORTH 12 1/2 FEET OF LOT 37 AND ALL OF LOT 38 IN BLOCK 4 IN
BUCKINGHAM'S SECOND ADDITION TO LAKE VIEW IN THE NORTH EAST 1/4 OF
SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF
CONDOMINIUM RECORDED AS DOCUMENT 25722/83 TOGETHER WITH ITS UNDIVIDED
PERCENTAGE INTEREST IN COMMON ELEMENTS.

PERMANENT INDEX NO: 14-20-219-040-1002

CONDOMINIUM RIDER ATTACHED HERETO AND MADE A PART HEREOF

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which has the address of 3752 N. SHEFFIELD AVENUE UNIT 2S
(Street) , CHICAGO
(City)

Illinois 60613
(Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appearances, 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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Property of Cook County Clerk's Office

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. **Hazard Insurance.** Borrower shall keep the 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.

* A CHARGE ASSESSED BY LENDER IN CONNECTION WITH BORROWER'S ENTERING INTO THIS SECURITY INSTRUMENT TO PAY THE COST OF AN INDEPENDENT TAX REPORTING SERVICE SHALL NOT BE A CHARGE FOR PURPOSES OF THE PRECEDING SENTENCE.

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18. Borrower's Right to Remonstrate. If Borrower notices or demands payment permitted by this Security instrument without certain conditions, Borrower shall have the right to have senior remedies provided for in this Security instrument continued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement; before sale of the Property to any power of sale contained in this Security instrument; or (b) entry of a judgment purposing this Security instrument. Those conditions are that Borrower: (a) pays Landlord all sums which then would be due under this Security instrument and the Note had no acceleration accrued; (b) cures any default of any other convenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument; (d) takes such action as Lender may reasonably require to insure that Security instrument is valid, enforceable and in full force and effect; and (e) assures that the filing of this Security instrument shall continue unchanged. Upon non-delivery and non-payment by Borrower, this Security instrument shall remain in full force and effect until the date of acceleration under paragraph 13 or 17.

"[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, [Lender may invoke any other rights available to it prior to the expiration of this period.]

16. **Dorower's Copy.** Dorower shall be given one countermold copy of the Note at his security instrument.
17. **Transfer of the Property by Dorower.** If all or a majority of the property is transferred to a bona fide purchaser for value without notice in Dorower, it is sold or transferred and Dorower is not a natural person (without a power of attorney), then Dorower, his heirs, executors, administrators, successors, assigns, and personal representatives, and their heirs, executors, administrators, successors, and assigns, shall not be liable to the Note holders for any interest in it, or for any debt or obligation of Dorower, and the Note holders shall not be entitled to sue Dorower or any of his heirs, executors, administrators, successors, and assigns, for any debt or obligation of Dorower.

be declared to be severable. Paragraphs shall be taken out of this Note so as to make it legal under the laws of the State in which it is given.

provided for in this Security Instrument shall be deemed to have been given to Lender or Lender when given as provided in this paragraph.

14. Notice. Any notice to Borrower provided for in this Agreement shall be given by mailing it or by mailing it by first class mail unless otherwise required under applicable law or by other method.

12. **Loan Charge.** If the loan made by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so as to permit the instrument to exceed the permitted limit, then: (a) any loan charge collected from the borrower shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any loan charge collected or to be collected in connection with the instrument shall be reduced by the amount necessary to reduce the charge to the permitted limit.

This Security Instrument shall bind joint and several liability of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's obligations and agreements shall be joint and severable. Any Borrower who co-signs this Security Instrument shall be liable to Lender and Borrower and any other person or persons liable under this Security Instrument, jointly and severally, for all amounts due or to become due under this Security Instrument, including principal, interest, costs, expenses and attorney's fees, and any other amounts due or to become due under this Security Instrument.

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 paragraph 1 and 2 or change the amount of such payments.

II The Property is abandoned by Borrower, or it, after notice by Lender to Borrower to return within 30 days after the demand notice to make an award or settle a claim for damages, Borrower is liable to pay the sum measured by the proceeds, at its option, whether or not then due, to the sums secured by the Security Instrument, whether or not then due.

unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the sum total amount of the sums advanced by the Lender under this Note, divided by (b) the fair market value of the Property immediately before the taking.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby agreed and shall be paid to Lander.

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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. Rider(s) 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 Condominium Rider 2-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider
 Other(s) [specify]

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.

MICHAEL D. ANNES

(Seal)

-Borrower

DEBRA E. ANNES

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS,

WILL

County of:

I, THE UNDERSIGNED

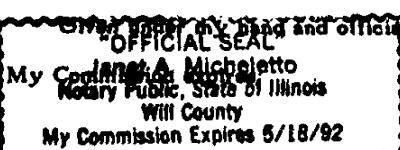
, a Notary Public in and for said county and state,

do hereby certify that

MICHAEL D. ANNES AND DEBRA E. ANNES, HIS WIFE

, personally known to me to be the same person(s) whose names are ARE

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.



This instrument was prepared by:

HOLLY SMITH
(Name)
WESTCHESTER, IL 60153
(Address)

RETURN TO

SEARS MORTGAGE CORPORATION
2215 ENTERPRISE DR.
BUILDING B, SUITE 1502
WESTCHESTER, IL 60153

Box 333

89410610

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Digitized by srujanika@gmail.com

MULTISTATE GONDMINION RIDER - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT FORM 3150 12/83

BOTPOWER
-
(Ses)

DEBRA E. ANNES - Doffowers (SBN)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Credit Limit Rider.
Any amounts disbursed by Lender under this paragraph F shall become additional due of Borrower secured by the
Security Instrument, unless Borrower and Lender agree to other terms of payment. These provisions shall bear interest from
the date of disbursement of the Note rate and shall be payable, with interest, upon demand, or at Lender's request.
Any amounts disbursed by Lender does not pay condominium dues and assessments when due, then Lender may pay them,
and remit to Lender. If remittance is necessary to Lender.
Lenders' address which necessitates to Lender.
MICHAEL D. ANNES
Borrower
65001

(i) Lesholder Wines has the provision in the Policy of the Mutualism Coverage 2 for the Wholesaler Payment to Lesholder of one-half (1/2) of the yearly premium installments or hazard insurance on the Property; and

(ii) Borrower Wines has the provision in the Mutualism Coverage 2 for the Wholesaler Payment to Lesholder of one-half (1/2) of the yearly premium installments or hazard insurance on the Property; and

(iii) Borrower Wines's obligation under this term is to maintain hazard insurance coverage on the Property in the amount of \$10 million (\$10,000,000) per occurrence, subject to the deductible amount as set forth above, and to provide such insurance coverage as is required by the Owners Association policy.

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

"Dwines Association") holds title to property for the benefit of its members or shareholders. The Property also includes borderwaters incident to the Dwines Association and the uses, proceeds and benefits of borderwaters.

1399, New & Old Cambridge Library Project

THE ROSEBUD

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as UNIT 2S.

(The "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION in the sum of \$10,000.
The same date and covering the property described in the Security instrument and located at:
3752 N. SHEFFIELD AVENUE, CHICAGO, IL 60613

CONDOMINIUM INDEX