

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FOR RECORD

1989 SEP 14 AM 10:32

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(Space Above This Line For Recording Data)

## MORTGAGE

15<sup>00</sup>

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 7**  
**1989** The mortgagor is **DAVID H. SARSAM AND GLORIA A. SARSAM, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **FIRST NATIONAL BANK  
OF LINCOLNSHIRE**, which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **ONE MARRIOTT DRIVE  
LINCOLNSHIRE, ILLINOIS 60069** ("Lender").  
Borrower owes Lender the principal sum of **SIXTY THOUSAND AND NO/100**

Dollars (U.S. \$ **60,000.00**). 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 **OCTOBER 1, 2004**. 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**  
**SEE ATTACHED RIDER.**

County, Illinois;

89431829

07-08-300-297

which has the address of **1600 CYPRESS COURT**  
[Street]

**HOFFMAN ESTATES,**  
[City]

**Illinois 60194** [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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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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. 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. 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.

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If no notice is received from the Borrower within 30 days of 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.

securities 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. This notice shall provide a period of acceleration. The notice shall provide a period of acceleration of access to information. The notice shall provide a period of acceleration of access to information.

Note are declared to be severable.

Note 2: This Note describes the circumstances in which the property is revalued. In the event that any provision of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note or instrument of the Note which can be given effect without the conflicting provision. To the extent that any provision of this Note conflicts with any provision of this Note or instrument of the Note which can be given effect without the conflicting provision, the conflicting provision shall be deemed superseded.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state where the property is located. Any provision of this instrument that is held to be invalid or unenforceable by a court of law will not affect the validity or enforceability of the remaining provisions.

First class mail to Lennder's address or any other address Borrowser signed by notice to Lennder. Any notice to Borrowser given as provided for in this Security Instrument shall be deemed to have been given to Borrower.

paragraph 17. 14. Notices. Any notice to Borrower provided for in this Security Interest shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the address set forth in the Note.

reunderlying any provision of the Note or this Security Instrument relating to acceleration of the principal amount due under the Note or this Security Instrument.

parties that have been engaged in a conflict without any pre-agreement or pre-arrangement under the Note of Recital 13.

permitted limits will be exceeded to the charge to the permitted limit; and (2) any sums already collected by reducing the principal owed to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a separate payment to Borrower if it reduces deficiency will be prepaid as a result.

122. *Bank loans.*—The term "bank loans" includes all loans made by a bank, whether or not such loans are secured by real property, and includes all loans made by a bank to a corporation, association, or other organization.

model, for better or worse, to make any accommodations with regard to the terms of this Security Instrument without first consulting their attorney.

This Security Instrument shall be joint and several. Any Borrower who consents to the provisions of paragraph 17, Borrower's co-venturers shall be liable to the same extent as the principal debtor.

shall not be a waiver of or preclude the exercise of any right or remedy by the original borrower or successors in interest. Any transfer franchise by Lender in exercising any right or remedy

Lender shall not be required to commence proceedings against any successor in interest or referee to refuse to extend time for payment of otherwise modifiable amortization of the sums secured by this Security Instrument by reason of any demand made

10. Borrower's Right of Release. Robberbaron Security by this instrument grants to all odd degrees to release the liability of the original Borrower or Borrower's successors in interest to any successor in modification of Borrower's Note.

Unless otherwise agreed 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.

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 debts and apply the Security Instrument or its option, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to paid to Borrower.

unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the sums received by the Borrower before the date of the filing of any bankruptcy petition.

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,

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

insurance companies in accordance with Borrower's and Lender's written agreement or application.

If I demand re-quired more-able insur-ance as a con-di-tion of mak-ing the loan se-cured by this Se-curity Instru-ment for the bor-rower shall pay the pre-miums re-quired to main-tain the in-surance in ef-fect until such time as the re-qui-re-ment for the

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PARCEL 1:

THAT PART OF LOT 37 IN POPLAR CREEK CLUB HOMES UNIT 4, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 37; THENCE NORTH 38 DEGREES 11 MINUTES 55 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 37, A DISTANCE OF 6.76 FEET; THENCE SOUTH 51 DEGREES 48 MINUTES 05 SECONDS EAST, A DISTANCE OF 14.66 FEET TO AN EXTERIOR CORNER OF A CONCRETE FOUNDATION; THENCE ALONG THE EXTERIOR OF SAID FOUNDATION WALL THE FOLLOWING COURSES AND DISTANCES; NORTH 38 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 15.05 FEET; THENCE NORTH 51 DEGREES 47 MINUTES 38 SECONDS WEST, A DISTANCE OF 1.69 FEET; THENCE NORTH 38 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 6.05 FEET; THENCE SOUTH 51 DEGREES 47 MINUTES 38 SECONDS EAST, A DISTANCE OF 1.69 FEET; THENCE NORTH 38 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 15.75 FEET TO AN EXTERIOR CORNER OF SAID FOUNDATION FOR THE POINT OF BEGINNING; THENCE ALONG THE EXTERIOR SURFACE OF SAID FOUNDATION, THE FOLLOWING COURSES AND DISTANCES; NORTH 51 DEGREES 47 MINUTES 38 SECONDS WEST, A DISTANCE OF 1.54 FEET; THENCE NORTH 38 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 5.01 FEET; THENCE SOUTH 51 DEGREES 47 MINUTES 38 SECONDS EAST, A DISTANCE OF 1.68 FEET; THENCE NORTH 38 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 22.60 FEET, TO AN EXTERIOR CORNER OF SAID FOUNDATION; THENCE NORTH 38 DEGREES 12 MINUTES 22 SECONDS EAST, ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 0.51 FEET, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE COMMON FOUNDATION WALL BETWEEN PARCELS 1600 AND 1598; THENCE SOUTH 51 DEGREES 38 MINUTES 05 SECONDS EAST, ALONG THE CENTERLINE OF SAID COMMON WALL, A DISTANCE OF 32.02 FEET, TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF A PART OF THE SOUTHEASTERLY EXTERIOR SURFACE OF SAID FOUNDATION; THENCE NORTH 38 DEGREES 13 MINUTES 45 SECONDS WEST, ALONG SAID SOUTHWESTERLY EXTENSION, A DISTANCE OF 0.29 FEET, TO AN EXTERIOR CORNER OF SAID FOUNDATION; THENCE ALONG THE EXTERIOR SURFACE OF SAID FOUNDATION WALL, THE FOLLOWING COURSES AND DISTANCES; SOUTH 51 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 12.39 FEET; THENCE NORTH 38 DEGREES 13 MINUTES 45 SECONDS EAST, A DISTANCE OF 0.30 FEET; THENCE SOUTH 51 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 3.83 FEET; THENCE SOUTH 38 DEGREES 13 MINUTES 45 SECONDS WEST, A DISTANCE OF 21.42 FEET; THENCE NORTH 51 DEGREES 46 MINUTES 15 SECONDS WEST, A DISTANCE OF 4.09 FEET; THENCE NORTH 38 DEGREES 13 MINUTES 45 SECONDS EAST, A DISTANCE OF 0.31 FEET; THENCE NORTH 51 DEGREES 46 MINUTES 15 SECONDS WEST, A DISTANCE OF 12.09 FEET; THENCE SOUTH 38 DEGREES 13 MINUTES 42 SECONDS WEST, A DISTANCE OF 6.64 FEET TO AN EXTERIOR CORNER OF SAID FOUNDATION; THENCE SOUTH 38 DEGREES 13 MINUTES 42 SECONDS WEST, ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 0.51 FEET TO A POINT OF INTERSECTION WITH CENTERLINE OF THE COMMON FOUNDATION WALL, BETWEEN PARCELS 1602 AND 1600; THENCE NORTH 51 DEGREES 37 MINUTES 03 SECONDS WEST ALONG SAID CENTERLINE A DISTANCE OF 32.14 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF A PART OF THE NORHTWESTERLY EXTERIOR SURFACE OF SAID FOUNDATION; THENCE SOUTH 38 DEGREES 12 MINUTES 22 SECONDS WEST, ALONG SAID NORTHWESTERLY EXTENSION, A DISTANCE OF 0.46 FEET TO THE POINT OF BEGINNING, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 1985 AS DOCUMENT 85052239, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER THE PROPERTY DESCRIBED IN EXHIBIT "B" ATTACHED TO THE DECLARATION OF PARY WALL RIGHTS, COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336477, AND ANY AMENDMENTS THERETO, IN COOK COUNTY, ILLINOIS.

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