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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. The 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.

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Lender may take action under this Paragraph 7, Lender does not have to do so.
Any amounts disbursed by Lender under this Paragraph 7, Lender does not have to do so.
Securitization instruments, 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.

Instrument immediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the 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 sum secured by this Security interest.

carries and Lender may make proof of loss if not made promptly by Borrower or restorer and Lender. Lender may sue for payment of loss if not made promptly by Borrower or restorer 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 feasible or Lender's security would be lessened, the sums secured by this Security instrument within 30 days after notice of loss shall be applied to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to settle a claim, whether or not them due. The 30-day period will begin

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.
Unreasonably withheld.

of the giving of notice.

Borrower shall promptly discharge, and pay in full, all debts, obligations and liabilities of every kind, now existing or hereafter arising, which Borrower may owe to Lender, and shall pay all costs and expenses, including attorney's fees, incurred by Lender in collecting any amounts due under this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower the amount necessary to make up the deficiency in one or more payments as required by Lender.

shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual account showing credits and debits to the Funds and the purpose for which each debit to the Funds is made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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 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 one-twelfth of (a) yearly taxes and assessments which the Note is paid in full, a sum ("Funds") equal to the principal of and interest on the debt evidenced by the Note, until the Note is paid in full, a sum ("Funds") equal to the principal of and interest on the debt evidenced by the Note and late charges due under the Note.

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DUK COUNTY, ILLINOIS
RECEIVED 10/23/1989 1:55

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[Space Above This Line For Recording Date]

MORTGAGE

86689-7

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THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 19 1989** The mortgagor is **WILLIAM J. KECSKEMETHY, MARRIED TO MARIA P. KECSKEMETHY****

("Borrower"). This Security Instrument is given to **COLE TAYLOR BANK**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is
850 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60607 ("Lender").

Borrower owes Lender the principal sum of
SIXTY TWO THOUSAND AND NO/100

Dollars (U.S.) **62,000.00**). 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 **NOVEMBER 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 8-C IN CHELSEA COVE CONDOMINIUM NUMBER 1 AS DELINEATED ON SURVEY OF A PART OF LOT 1 OF "CHELSEA COVE", A SUBDIVISION, BEING A SUBDIVISION OF LOTS 5, 6 AND 7 TAKEN AS A TRACT, IN OWNER'S DIVISION OF BUFFALO CREEK FARM, BEING A SUBDIVISION OF PART OF SECTIONS 2, 3, 4, 9 AND 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF WHEELING, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 1973, AS DOCUMENT NUMBER 2220536P IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 77166 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22604309, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURtenant TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME IN COOK COUNTY, ILLINOIS.

**MARIA P. KECSKEMETHY IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

03-03-400-063-1151

which has the address of **719 DOVER COURT**
[Street]

WHEELING
[City]

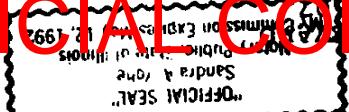
Illinois **60090** ("Property Address");
[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully 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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CHICAGO, ILLINOIS
850 WEST JACKSON BOULEVARD
SUITE 1100, CHICAGO, ILLINOIS 60607
RECORDED AND RETURN TO:
COLE TAYLOR BANK

CHICAGO, IL 60607
CARLA SMITH
PREPARED BY:
NOTARY PUBLIC

BOX 333 - CG

My Commission expires:

Given under my hand and official seal, this

set forth.

signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he /SHE
, personally known to me to be the same person(s) whose name(s) IS
do hereby certify that WILLIAM J. RECKEMEYER, MARRIED TO MARIA P. RECKEMEYER
, a Notary Public in and to said county and state,
County ss:

STATE OF ILLINOIS. Cook

[Space Below This Line For Acknowledgment]

Borrower
(Seal)

Borrower
(Seal)

**MARIA P. RECKEMEYER IS EXECUTING
THIS MORTGAGE SOLELY FOR THE
PURPOSE OF MAINTAINING ANY AND ALL
MATERIAL AND HOMESTAD RIGHTS.
WILLIAM J. RECKEMEYER
Borrower
(Seal)

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

Other(s) [Specify]

Graduate Full Development Rider

Planned Unit Development Rider

condominium Rider

1-4 Family Rider

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Instrument without charge to Borrower. Borrower shall pay any recordation costs.
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
receipt, bonds and reasonable attorney fees, and then to the sum secured by this instrument.
costs of managing those assets, including, but not limited to, receiver's fees, premium of the
appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
prior to the expiration of any period of redemption following judicial sale, Lender or by judicially
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney fees and costs of title evidence.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph,
this Security instrument without further notice. Lender to accelerate immediately by judicial procedure.
before the date specified in the notice, Lender to accelerate immediately by judicial procedure. If the default is not cured on or
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-
secured by this Security instrument, foreclosure by judicial proceeding. The notice shall further
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
debt; unless: (c) a date, less than 30 days from the date the notice is given to Borrower, by which the debtor must be cured;
19. Acceleration: Remedies. Lender under either covenant and agree as follows:

Non-Residential Covenants Borrower and Lender agree as follows:
breach of any covenant or agreement in this Security instrument (but prior to acceleration under paragraphs 13 and 17
unless: (a) the action required to cure the default must be taken by the creditor;
and (b) the action required to cure the default must be taken by the creditor;

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-Borrower

1100S

- BORROWER -

{pos} --

-Borrower-

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BY SIGNING BELOW, Borrower agrees to the terms and provisions contained in this Conditional Waiver.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, the 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.

(iv) Any action which would have the effect of rendering the public liability insurance coverage maintained by

(iii) Any amendment to any provision of the Constitution Document if the provision is for the express benefit of Landlords.

(ii) the abandonment or termination of the Condominium Project, except for abandonment 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;

shall be applied by Lennder to the sums secured by the Security instrument as provided in Uniform Covenant B.

D. Condemnation. The proceeds of any award or sale in favor of damages, direct or consequential, payable to Borrower in condemnation or other taking of all or any part of the Property, whether or the unit or the common elements, or for any convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners paid to Lender for application to the sums received by the Security Instrument, with any excess paid to Borrower.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

coverages in the amounts, for the periods, and against the hazards defined, including fire and hazards included within the term "extended coverage," there

pay, when due, all dues and assessments imposed pursuant to the Constitution Document.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project, The "Constituent Documents", as defined in the Condominium Project, as set forth in the Condominium Documents; and (iv) other documents which creates the Condominium Project, as set forth in the Condominium Documents.

includes Borrower's interest in the Properties, Association and the uses, proceeds and benefits of Borrower's interest.

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as CHELSEA COVER CONDOMINIUM (Property Address)

719 DOVER COURT, WHEELING, ILLINOIS 60090

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COLE TAYLOR BANK

...Security instruments of the same date given by the Undersigned (the "Borrower") to secure Borrower's Note to
and is to receive payment from time to time in accordance with the terms and conditions of the Note.

THIS CONDOMINIUM RIDGE IS MADE THIS
15TH DAY OF OCTOBER

686 E **2280000** **7** **2100** **2** **1000** **1000** **1000**

CONDOMINIUM RIDER