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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 15, 1989. The mortgagor is Dexter H. May, widowed and not since remarried. The mortgagor is ("Borrower"). This Security Instrument is given to The First National Bank of Des Plaines, a National Banking Association, and whose address is 701 Lee St., Des Plaines, IL 60016 ("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 January 17, 2005. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Parcel I

Unit 603 in the Jefferson Square Condominium, as delineated on a survey of the following described real estate:

Lot 12, except that part taken for street and all of Lots 13 and 14 in Block 2 in the Heart of Des Plaines, a subdivision of part of Section 12, Township 41 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded in Book 5 of Plats, Page 37, in Cook County, Illinois. Also Lots 56, 57 and 58, except that part taken for street, in the Subdivision of original Lots 11 to 30, inclusive, in original Town of Rand, being a Subdivision of parts of Sections 16, 17, 20 and 21 in Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by First National Bank of Des Plaines, as Trustee under Trust Agreement dated February 17, 1989 and known as Trust Number 20132013 recorded in the Office of the Recorder of Deeds in Cook County, Illinois on November 17, 1989 as Document Number 89549394, together with a percentage of the common elements appurtenant to said unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with amendments to said Declaration as same are filed of record, pursuant to said Declaration and together with additional common elements as such amendments to said Declaration are filed of record in the percentages set forth in such amendments to said Declaration, which percentages shall automatically be deemed to be conveyed effective on the recording of such amended Declaration as though conveyed thereby.

Parcel II

The exclusive right of use of limited common elements known as garage space G7 and Storage Space S1.

Mortgagor also hereby grants to the mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid. This Mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

which has the address of 1470 Jefferson St. #603 Des Plaines
(Street) (City)

Illinois 60016 ("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 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.

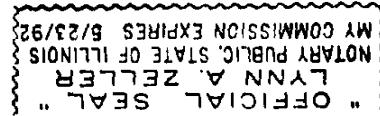
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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My Commission expires: 6/23/92

set forth.

Given under my hand and official seal, this 15th day of December, 1992
 signed and delivered the said instrument as U.S. free and voluntary act, for the uses and purposes therein
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
 personally known to me to be the same person(s) whose name(s)
 do hereby certify that I, MARY PUBLICIAN, Notary Public in and for said county and state,
 I, MARY PUBLICIAN, County of Cook, State of Illinois, a Notary Public in and for said county and state,

STATE OF ILLINOIS, County of Cook

-Borrower
(Seal)-Borrower
(Seal)

County of Cook

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

Instrument the coverings and agreements of each such rider shall be incorporated into and shall amend and
 23. Rider(s) to this Security Instrument, if one or more riders are executed by Borrower and recorded together with
 this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and
 supplement the coverings and agreements of each such rider shall be incorporated into and shall amend and
 22. Rider(s) of Homeestead, Borrower will pay any recordation costs.
 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
 instrument without further demand and collection of interest, fees, and then to the same sum secured by this Security
 instrument, including, but not limited to, recordation fees, premium on
 costs of management and collection of rents, including, but not limited to, recordation fees, premium on
 property including those received by Lender or the receiver of and manage the property and to collect the rents of
 appromised 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 (in person, by agent or by judge) shall
 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 pursing the remedies provided in this Paragraph 19, including
 this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding,
 before the date specified in the notice. Lender in its option may require immediate payment in full of all sums secured by
 Lender of the right to accelerate after receipt of Borrower to assert in the foreclosure proceeding the non-
 conform Borrower to the rights to remitiate after acceleration and the right to cure the non-
 acceleration of this Security Instrument, foreclose by judicial proceeding and sale of the property. The notice further
 secured by this Security Instrument, foreclose by judicial proceeding and sale of the property. The notice further
 and (d) that failure to cure the date specified in the notice may result in acceleration of the sum
 and (c) a date, not less than 30 days from the date the notice given to Borrower, by which the default must be cured;
 unless otherwise provided in other wise. 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 given to Borrower, by which the default must be cured;

19. Acceleration; Remedies. Lender further governs the following Borrower's
 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17
 unless otherwise provided in other wise). 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 given to Borrower, by which the default must be cured;

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

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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.

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This Security Instrument, or Borrower's failure to pay these sums prior to the expiration of this Period, shall render my invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

If older exercises give better results than new ones, then it is better to stick with them.

performed by Lender may, at its option, require immediate payment in full of all sums (per son) without Lender's prior written consent. Lender may, at its option, demand payment in full of all sums (per son) without Lender's prior written consent. This option shall not be exercised by Lender if exercise is prohibited by applicable law or regulation.

16. Borrower's Copy. Borrower shall be given one copy of the Note and one copy of the Security Instruments.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, it is sold or transferred for its benefit.

Notes are deleted to be severable.

13. **Government Liability.** This Security Instrument shall be governed by U.C.C. 9-102 Law of the jurisdiction in which the Property is located.

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

14. **NOTICES.** Any notice to Borrower shall be given by mailing it by first class mail to Borrower's address set forth in this Agreement or to any other address by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail to Borrower's address set forth in this Agreement or to any other address by notice to Borrower described below.

permitted by paragraph 19. If Lennder exercises this option, Lennder shall take the steps specified in the second paragraph of this section to make his or her election.

13. Legislation and application of the laws has the effect of rendering any immediate punishment in case of infringement of the rules by this Society.

permitted the Note or by making a direct payment to Borrower. If a Plaintiff reduces its principal owed under the Note or by paying a direct payment to Borrower, Lender may choose to make this reduction by prepaying the principal owed without any charge under the Note.

contribution with the loan limit, even if the amount contributed exceeds the permitted limit; (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (d) any sums already collected from Borrower which exceed the amount necessary to reduce the charge to the permitted limit.

12. **Borrower's consent.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and thereby interferes with other loan charges collected or to be collected in

Instruments of paragraph 7, Borrower's co-signers and Affiliates shall be joint and severel. Any Borrower who is the primary user of such instruments shall bear responsibility for all expenses of such instruments, including attorney's fees and costs of collection, and shall remain liable for all obligations under such instruments notwithstanding any transfer or assignment of such instruments.

shall not be a waiver of or pre-clude the exercise of any right or remedy.

Legendre shall not be entitled to commence proceedings against Borrwomi & Associates in respect of any claim for payment of otherwise payable amounts by Borrwomi & Associates for services rendered in exercising any right of remedy

modifications of Borrows' theory will not operate to release the liability of the original borower or his successors in interest.

Unless I render and Borrower or otherwise agrees in writing, any application of principal or interest made by Borrower to the Note shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 and 2 of change the amount of such payments.

make an award or enter 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 Secured Instruments, 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 pay to Borrower, the fair market value of the Property immediately before the taking. Any balance shall be divided by (b) the fair market value of the Property at the time of the taking.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Lender.

9. **Complaint**. The party or parties to whom a complaint is made shall give written notice in the time of or prior to any award of claim for damages, directed to the other party or parties, specifying reasonable cause for the complaint.

In accordance with the requirements of the law, we would like to inform you that the personal data you have provided us will be used exclusively for the purpose of providing you with information about our products and services. We will not sell or rent your information to third parties without your consent.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15th day of December 19.....89, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to The First National Bank of Des Plaines (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1470 Jefferson St., #603, Des Plaines, IL 60016 (Property Address)

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

Jefferson Square Condominiums

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Dexter H. May
Dexter H. May

(Seal)
Borrower

(Seal)
Borrower