

# UNOFFICIAL COPY

6-11-1990 DEED DRAFTED DATE  
1970 DEED FILED DATE 09/09/2011 11:09:21  
AMERICAN



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THIS MORTGAGE is made this 10<sup>th</sup> day of MARCH, 1989, by and between BORROWER and LENDER, both corporations organized and existing under the laws of the State of Illinois, 60067-0001, whose address is 1960 ELLIPTICAL, AVE. 00006, IL 60521 (herein "Borrower") and LENDER (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S.\$ 19,000.00, which indebtedness is evidenced by Borrower's note dated MARCH 10, 1989, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on APRIL 10, 2009.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

UNIT 4-6 IN COUNTRY HOMES OF HAMILTON CREEK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 86145064 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

P.I.N. 02-10-406-032-1022

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which has the address of 99 WEST HAMILTON DRIVE, PALATINE  
[Street] [City]  
Illinois 60067 (herein "Property Address");  
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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DEFT-01 SECURING  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires: 9/28/90  
Notary Public, State of Illinois  
MARK NATKIN  
"OFFICIAL SEAL"

Given under my hand and official seal, this 30TH day of MARCH 1989.

I, THE UNDERSIGNED, CARMEEN R. SCALERO, SINGLE, AND NOT YET MARRIED personally known to me to be the same person(s) with whom(s) I signed and subscribed to the foregoing instrument, freely and voluntarily act, for the uses and purposes herein set forth, appearing before me this day in person, and acknowledging that he/she has delivered to the foregoing instrument as personalty known to me to be the same person(s) with whom(s) I signed and subscribed to the foregoing instrument, freely and voluntarily act, for the uses and purposes herein set forth.

STATE OF ILLINOIS, DUPAGE COUNTY ss:

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

## MORTGAGES OR DEEDS OF TRUST AND FORECLOSURE UNDER SUPERIOR REQUEST FOR NOTICE OF DEFECT

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.  
charge to Borrower. Borrower shall pay all costs of recording, if any.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.

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DEFINITION OF TERMS: The word and other terms used but not defined by law are used as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and title charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein ("Funds") equal to one-twelfth of the yearly taxes and assessments including condominium and planned unit development assessments, if any, which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 7 hereof the Property is sold or the Property is otherwise 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 Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leasholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in 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 the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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On appelle ce type de culture **agriculture biologique**. Les agriculteurs qui pratiquent cette agriculture sont alors des agriculteurs bio, ou agriculteurs biologiques.

#### **19. Application of Kent's Appportionment of Revenue.** As addressed earlier, Dorotek's heavily usage of funds the terms of the Property, provided that Dorotek's prior to reclassification under paragraph 7 thereof or abandonment of the Property, leave the right to collect and retain such funds as they become due and payable.

18. Borrower's Right to Remodel. Notwithstanding the right to have any proceedings begun by Lender to enforce this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage due to Borrower's breach. Notwithstanding the right to have any proceedings begun by Lender to enforce this Mortgage which would be taken due under this Note had no acceleration occurred; (b) Borrower pays Lender all sums due to Borrower at any time prior to entry of a judgment enforcing this Mortgage; (c) Borrower cures all breaches of any other covenants or agreements contained in this Mortgage; and the Note had no acceleration occurred; (d) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; and (e) Borrower pays all reasonable fees and expenses incurred by Lender in the preparation and entry of this Note.

17. **Accessories; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenants or agreements of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the date the notice is mailed to Borrower, by which such breach must be cured; and (2) the action required to cure such breach in or before the date the notice is mailed to Borrower; (2) the action required to cure such breach: (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) the failure to cure such breach in or before the date specified in the notice. The notice shall further inform Borrower of the right to accelerate all or any other debt in the event of the Property. The notice shall further inform Borrower of the right to repossess the Property, foreclose, or otherwise dispose of the Property in accordance with the terms of this Mortgage, and assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and the right to foreclose all of the sums secured by this Mortgage to the extent due and payable without further demand and notice. Decline all of the sums secured by this Mortgage to the extent due and payable in such proceeding, Lender shall be entitled to collect in full all expenses of collection, including attorney's fees and costs of documentation, evidence, and file reports.

NON-UNIFORM COORDINATES. Borrows further convenience from this coordinate system by using a coordinate system which is defined as follows:

If federal law as of the date of this Mortgage, If Lennder exercises this option, Lennder 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lennder may initiate foreclosure proceedings.

**16.** Transfer of the Property Interests in Borrower, if all or any part of the Property or any interest in any property owned by Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) to a person other than Lender, Lender may require immediate payment of all sums secured by this Mortgagee. However, this option shall not be exercised by Lender if exercise is prohibited by law.

15. **Rehabilitation Loan Agreement:** Borrower shall fulfill all obligations under any home rehabilitation, improvement, repair, or other loan, agreement which Borrower may have with Lender, in a form acceptable to Lender, at Lender's option, in improvements made to the Property.

14. Borrower's Copy. Borrower shall be furnished a copy of this Note and of this Mortgage at the time of execution of the recordation hereof.

"costs", "expenses", and "attorneys' fees", include all sums to the extent not prohibited by applicable law or limited herein.

13. Governing Law: Severability. Mortgagee shall have the right to recover or render judgment for the amount of the principal sum and interest due and payable under this Note and for all other amounts recoverable hereunder, notwithstanding that any provision of this Note or of this Mortgage is held invalid or unenforceable by reason of any provision of law or otherwise.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of lender and borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of borrower shall be joint and several. Any borrower who co-signs this Mortgage, but does not execute the Note, (a) is cosigning this Mortgage only to several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (b) is personally liable on the Note or under this Mortgage, (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forgive, or make any other accommodations with regard to the terms of this Mortgage or Note without releasing him. Borrower or modifier of this Mortgage as to that Note personally liable on the Note or under this Mortgage, and (d) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forgive, or make any other accommodations with regard to the terms of this Mortgage or Note without releasing him. Borrower's consent and without releasing him. Borrower or modifier of this Mortgage as to that Note.