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This instrument was prepared by:
Barbara Wallace

NORWOOD FEDERAL SAVINGS BANK
5813 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60646

89218362

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **May 15, 1989**. The mortgagor is **Joanne P. Hayes**, divorced and not since remarried, ("Borrower"). This Security Instrument is given to **NORWOOD FEDERAL SAVINGS BANK**, which is organized and existing under the laws of the United States of America, and whose address is **5813 North Milwaukee Avenue - Chicago, Illinois 60646**. Borrower owes Lender the principal sum of **TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**. 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 **June 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 **County, Illinois**:

Unit Number 3245-D, as delineated on Plat of Survey of Bishop's Gate Condominium in part of the North East 1/4 and part of the North 26 1/4 Rods of the North East 1/4 and part of Lot 2 in County Clerk's Division of the North East 1/4 all in Section 30, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, which Plat of Survey is attached as Exhibit "A" to Declaration of Condominium ownership made by Glenview State Bank as Trustee under Trust Agreement dated January 18, 1978 and known as Trust No. 1654 recorded in the Office of the Recorder of Deeds as Document No. 24731730 and filed with the Registrar of Titles as Document LR3068965, as amended from time to time, together with its undivided percentage interest in the common elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, in Cook County, Illinois.

PTN: 04-30-201-015-1012

which has the address of **3245 Milwaukee Avenue, Unit #D**, **Northbrook**,
60062 (**Street**) **(City)**,
Illinois **(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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STATE OF ILLINOIS.....	County ss:	Cook
I, <i>Mary Ethel Evans</i> , Notary Public in and for said County and State,		
do hereby certify that..... Jasmine P. Maris, divorced and not since remarried,		
....., personally known to me to be the same person(s) whose name(s) is/are.....		
....., subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that he.....		
....., signed and delivered the said instrument as.....her.....free and voluntary act, for the uses and purposes herein		
....., given under my hand and official seal, this 15th day of May 1899.		
My Commission expires: <i>(Signature)</i> (c 43)		
Notary Public State of Illinois MARY ETHEL EVANS Official Seal		
NOTARY PUBLIC STATE OF ILLINOIS		
Noisy Public		

JOURNAL P. HARRIS	DEPT#	14333	THRN 9826 05/15/2001	BOSTON 15-15075	(Sear)
46856 + C 46-38-288					
COURT COUNTY RECORDER (Sear)					
BOSTON					

BY SIGNING BELOW, I HEREBY ACCEPT AGREEMENTS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDEER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

22. Waiver of Homestead, Borrower waives all rights of homestead except in the Property.

23. Waivers to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covernants 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. In case of conflict, the covenants and agreements of this Security Instrument shall control.

24. Riders to this Security Instrument. One or more riders may be added to this Security Instrument at any time by Borrower and recorded together with this Security Instrument.

20. Lender in Possession. Upon commencement of the period of redemption following judicial sale, Lender (in person, by agent or by judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property included in those personalty, fixtures and equipment which are not otherwise specifically retained by the Borrower.

21. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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 under Paragraphs 13 and 17 unless public notice shall be given as follows:

(a) the action required to cure the default must be cured;

(b) the action required 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, foreclosing 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 that this Security Instrument, foreclosed by judicial proceeding and sale of the Property, is null and void;

(c) failure to cure the default on or before the date specified in the notice is given to Borrower, which the default is deemed to have occurred by this Security Instrument under Paragraph 17;

(d) failure to cure the default on or before the date specified in the notice is given to Borrower, which the default is deemed to have occurred by this Security Instrument under Paragraph 13.

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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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18. Borrower's Right to Remitiate. 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) for reinstatement; or (b) entry of a judgment puruant to any power of sale contained in this Security Instrument, or (c) entry of a judgment puruant to the Property Pursuit of sale if this applicable law may specify for reinstatement) before sale of the Property Pursuit or (d) 5 days (or such other period as applicable) for reinstatement) before sale of the Property Pursuit if this applicable law may specify for reinstatement. Those conditions are that Borrower: (a) pays all expenses incurred in enforcing this security instrument; or (b) uses due diligence, but not imited to, to reasonable attorney fees; and (c) pays all expenses incurred in acceleration of any other contract coverages; (d) pays all expenses incurred in enforcing this security instrument; or (e) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (f) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (g) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (h) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (i) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (j) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (k) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (l) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (m) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (n) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (o) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (p) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (q) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (r) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (s) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (t) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (u) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (v) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (w) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (x) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (y) pays all expenses incurred in the removal of any encumbrance on this security instrument; or (z) pays all expenses incurred in the removal of any encumbrance on this security instrument.

1. In the event of a material adverse change in our financial condition or results of operations, we may terminate our agreement with Borrpower prior to the end of the term of the Borrpower Note. We will provide Borrpower with 30 days' notice of such termination. Borrpower will have the right to prepay the principal amount of the Borrpower Note at any time prior to the date of termination.

person) without Lennders's prior written consent, Lennders may, at his option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lennders if exercise is prohibited by federal law as of the date of this Security Instrument.

17. Transfer 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 a benefit of interest in Borrower is sold or any part of the property or any part of this security instrument.

13. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument conflicts with the 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.

mailing it by first class mail unless applicable law requires otherwise. The notice shall be directed to the property address of any other address Borrower designates by notice to Lender. Any notice given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Lender shall be deemed to have been given to Borrower when given as provided for in this paragraph.

13. **Lewis's Law and the Right to Privacy**. If enactment of or expatriation of applicable laws has the effect of rendering any provision of the Note of this Security Instrument irreconcilable with the Note of this Security Instrument, Lenders' Rights, if enacted, or expatriation of or expatriation of applicable laws shall be given by delivery in at least one paragraph 17.

14. **Notices**. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in at least one paragraph 17.

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 limits; and (c) any sums already collected from Borrower under the Note or by making a direct payment to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by paying it directly to Borrower. A creditor who reduces principal under the Note or any prepayment without any prepayment charge under the Note will be treated as a partial prepayment without any prepayment charge under the Note.

11. Successors and Assists; Rounds; 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 1, Borrower's covariance, and agreements made in writing between Lender and Borrower, and any instrument that does not expressly disclaim such joint and several liability. Any Borrower who co-signs this Security Instrument but does not execute the Note, (i) is co-signing this Security Instrument only to mortgage all conveyances and assignments of his/her interest in the property under the Note, and (ii) is not liable to Lender or Borrower for any amounts due under the Note.

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 a claim for damages, whether or not there has been a default, which may include attorney's fees and costs of collection, and to sue for such amounts as Lender deems necessary to collect the same.

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the trustee.

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 paid to Borrower. In the event of a partial taking of the Property, unless otherwise agreed by the Lender and Borrower, the proceeds shall be applied to the sums secured by this Security instrument, (a) the total amount of the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (b) the total amount of the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

9. **Condemnation.** The proceeds of any award of the Property, or 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 assinged and shall be paid to Lender.

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 written agreement or applicable law.

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NORWOOD FEDERAL SAVINGS BANK
5813 North Milwaukee Avenue Chicago, Illinois 60646

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15th day of May 19. 89, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to NORWOOD FEDERAL SAVINGS BANK (herein "Lender") and covering the Property described in the security instrument and located at 3245 Milwaukee Avenue, Unit #D, Northbrook, Illinois 60062 (Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as Bishop's Gate Condominium (Name of Condominium Project) (herein "Condominium Project").

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

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazard, as Lender may require, and in such amounts and for such periods as Lender may require, then:

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

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such 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 such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

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

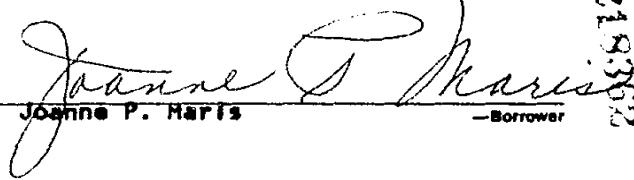
(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.



Joanne P. Maris
—Borrower

—Borrower