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MORTGAGE

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[Signature]

Section 774 237 / 90660707

THIS INDENTURE, made this 13th day of July, 1990, between DEBORAH D. PETERS,\* herein referred to as "First Party", and NBD Elk Grove Bank, an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT WHEREAS First Party has concurrently herewith executed an Instalment Note bearing even date herewith in the Principal Sum of EIGHTY NINE THOUSAND and NO/100ths (\$89,000.00) DOLLARS made payable to NBD Elk Grove Bank and delivered, in and by which said Note the First Party promises to pay the said principal sum in monthly instalments of principal and interest, with the full principal sum plus interest due and payable on August 1, 2002 all of said principal and interest shall be payable at such banking house or trust company in Illinois, as the holder or holders of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of NBD Elk Grove Bank in said city.

\* a spinster

This Mortgage shall secure any extension, modification or renewal of the Note of the First Party executed of even date hereof, including but not limited to extension of the maturity date described in said Note and/or any change in the interest rate on the unpaid balance of principal.

In addition to the above payments the bank will hold in escrow an estimated sum payable monthly to be equivalent to 1/12th of the annual real estate taxes, assessments and other charges that may be incurred upon the property. Should such an escrow be insufficient to pay these items when due, the undersigned promises to pay the difference upon demand. Holder is hereby authorized to pay same when due.

In event of a transfer of title or sale under Articles of Agreement, the holder of this Mortgage and Note shall have the right to declare a default and the entire principal balance and accumulated interest shall become immediately due and payable without further notice to the maker hereof.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do hereby present grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the VILLAGE of Palatine, COUNTY OF Cook AND STATE OF Illinois to wit:

UNIT NO. 3005-2, IN THE HARVEST RUN CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE, A PART OF HARVEST RUN SUBDIVISION, BEING A PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 88476474 TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

\*RE-RECORDING TO CORRECT DUE AND PAYABLE DATES

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IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of the first party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises reported to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien; (4) comply with all requirements of law or municipal note and guaranty; (5) refrain from making material alterations in said premises except as required by law or ordinances with respect to the premises and the use thereof; (6) pay before any penalty attaches all general taxes, municipal ordinances; (7) pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note and guaranty, duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which Mortgagee may desire to collect; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or disaster under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note and guaranty, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note and guaranty, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as first party, its successors or assigns may be entitled thereto (which are pledged primarily and on a party with said real estate and not secondarily), real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by first party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth.

Prepared By: Dolores Hardwick  
 NBD Elk Grove Bank  
 100 E. Higgins Road  
 Elk Grove Village, IL 60007

Property Address: 1312 Evergreen  
 Palatine, IL

Tax Key No.: 02-12-400-046-1016

BOX 333 - TH

which, with the property hereinafter described, is referred to herein as the "premise",

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4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title.

3. At the option of the holders of the note and without notice to the first party, its successors or assigns, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note referred to or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of first party, or its successors or assigns, to do any of the things specifically set forth in paragraph one hereof and such default shall continue for 30 days, said option to be exercised at any time after the expiration of said 30 day period.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph. Interest thereon at the default rate specified in the Note. Inaction of hereby and shall become immediately due and payable without notice and with authorized may be taken, shall be so much additional indebtedness secured compensation to Trustee for each matter concerning which action herein protect the mortgaged premises and the lien hereof, plus reasonable other moneys advanced by Trustee or by holders of the note and guaranty to paid or incurred in connection therewith, including attorneys' fees, and any All moneys paid for any of the purposes herein authorized and all expenses sale or forfeiture affecting said premises or contest any tax or assessment. lien or other prior lien or claim thereof, or redeem from any tax encumbrances, if any, and purchase, discharge, compromise or settle any tax need not, make full or partial payments of principal or interest on prior hereinafter set forth in any form and manner deemed expedient, and may, but the note and guaranty, may, but need not, make any payment or perform any act prior to the respective dates of expiration; then Trustee or the holders of insurance about to expire, to deliver renewal policies not less than ten days renewal policies to the holders of the note and guaranty, and in case of

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5. Upon, or at any time after the filing of bill to foreclose this mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made at any time before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee's success or assignment, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; Second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; Third, all principal and interest remaining unpaid on the note guaranteed; Fourth, any surplus to first party, its legal representatives or assigns, as their rights may appear.

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11. First Party, its successors or assigns shall defend, indemnify and hold harmless the Bank, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the Property or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating

10. The First Party, its successors or assigns shall keep or cause the property to be kept free of Hazardous Materials, and, without limiting the foregoing, shall not cause or permit the property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall the First Party, its successors or assigns cause or permit, as a result of any intentional or unintentional act or omission on the part of the First Party, its successors or assigns or any tenant, subtenant or occupant, a release of Hazardous Materials onto the property or onto any other property.

9. The First Party, its successors or assigns have not, and to the best of the First Parties knowledge, no prior owner of the property or any tenant, subtenant, occupant, prior tenant, prior subtenant or prior occupant has not, used Hazardous Materials (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, (as amended), the Resource Conservation and Recovery Act, as amended and in the regulations adopted and published pursuant thereto, or any other federal, state or local environmental law, ordinance, rule or regulation) on, from or affecting the property in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, nor has First Party, its successor or assigns received any notice of any violation relating to the foregoing.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this mortgage or to exercise any power herein unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder, except in cases of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.



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15. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

14. Trustee shall release this mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this mortgage has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. When a release is requested of a Successor Trustee, such Successor Trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original Trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

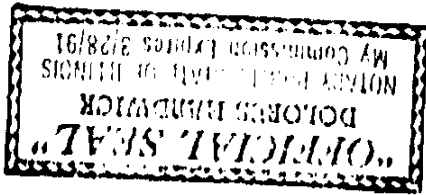
13. This Mortgage also secures any debt or obligation now existing, or hereafter created, of First Party or of any Guarantor(s) of the note secured hereby to Trustee or the holder of any note secured hereby.

12. Any provision of this mortgage which is unenforceable in any state in which this mortgage is recorded or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this mortgage shall subsist and be fully effective according to the tenor of this mortgage the same as though no such invalid portion had ever been included herein.

to such Hazardous Materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of Government authorities, or any policies or requirements of the Bank, which are based upon or in any way related to such Hazardous Materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.



30419699



*Dolores Bunnwick*  
Notary Public

GIVEN under my hand and Notarial Seal this 22nd day of August, 1990

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that DEBORAH D. PETERS, a spinster, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth:

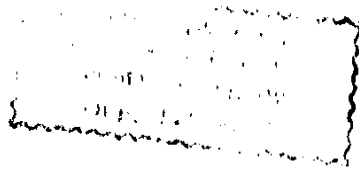
STATE OF ILLINOIS )  
) S.S. )  
) COUNTY OF COOK )

*Deborah D. Peters*  
IN WITNESS WHEREOF, said party of the first part, have hereunto set their hands and seals this 13th day of July, 1990

17. The first party hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree judgment or order of any court of competent jurisdiction. The first party will not invoke or utilize any such law or law or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Trustee under this Mortgage, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

16. Before releasing this mortgage, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this mortgage.

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(Seal) Borrower

(Seal) Borrower

By signing this Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider

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.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them the Owners Association unacceptably to Lender. (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptably to Lender. (iii) termination of professional management and assumption of self-management of the Owners Association.

(ii) any amendment to any provision of the Constituent Documents if the provisions for the express benefit of Lender. (i) the abandonment or termination of the Condominium Project, except for abandonment or termination or 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.

consent, either partition or subdivide the Property or consent for: (i) 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 for: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination or 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) 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. (iii) Condemnation. The proceeds of any award in 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.

(iv) 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 for: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination or 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) 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 (iii) 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.

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