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State of Illinois

MORTGAGE

FIA Case No.
131-6212732 734

THIS MORTGAGE ("Security Instrument") is given on
The Mortgagor is MARK D. ADAMS and
(Signature) CATHERINE D. ADAMS His Wife

CMC NO. 0001092786
DEPT OF PUBLIC RECORDS 19 90
1821 N. KEDRON AVE., CHICAGO, IL 60618
1821 N. KEDRON AVE., CHICAGO, IL 60618
COOK COUNTY RECORDER

whose address is 5100 CARRIAGeway UNIT 104, ROLLING MEADOWS, ILLINOIS 60008
, ("Borrower"). This Security Instrument is given to
Crown Mortgage Co.

which is organized and existing under the laws of the State of Illinois, and whose
address is 8131 W. 88th Street ("Lender"). Borrower owes Lender the principal sum of
FORTY FOUR THOUSAND SIX HUNDRED & 00/100 *****/*****

Dollars (US \$ 44,600.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
November 1, 2020. 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 6 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:

TAX ID NO. 08-08-301-064-1004

TAX ID NO.

TAX ID NO.

which has the address of 5100 CARRIAGeway UNIT 104, ROLLING MEADOWS
Illinois 60008 (ZIP Code), ("Property Address");

(Street, City).

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.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on,
the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment,
together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and
special assessments levied or to be levied against the Property, (b) household payments or ground rents on the Property, and
(c) premiums for insurance required by paragraph 4.

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Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance or not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tendered to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, calamities, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clause in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice or mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit, or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal.

PARCEL 1:

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UNIT NO. 104 IN CARRIAGE WAY COURT CONDOMINIUM BUILDING NO. 5100, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOT 4 OF THREE FOUNTAINS AT PLUM GROVE (ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1968 AS DOCUMENT 20543261) BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHEASTERLY CORNER OF LOT 4 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EASTERLY LINE THEREOF 80.37 FEET; THENCE NORTH 90 DEGREES WEST (AT RIGHT ANGLES THERETO) 116.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 74 DEGREES 22 MINUTES 04 SECONDS WEST 89.66 FEET; THENCE SOUTH 15 DEGREES 37 MINUTES 56 SECONDS EAST 233.00 FEET; THENCE NORTH 74 DEGREES 22 MINUTES 04 SECONDS EAST 89.66 FEET; THENCE NORTH 15 DEGREES 37 MINUTES 56 SECONDS WEST 233.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 25, 1983 AS DOCUMENT 26619596; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE CARRIAGE WAY COURT HOMEOWNERS ASSOCIATION DATED JULY 9, 1981 AND RECORDED JULY 22, 1981 AS DOCUMENT 25945355 AND AS SET FORTH IN THE DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1979 AND KNOWN AS TRUST NO. 48050.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE GRANT OF EASEMENTS DATED SEPTEMBER 25, 1968 AND RECORDED OCTOBER 18, 1968 AS DOCUMENT 20649594 AND AS CREATED BY DEED FROM THREE FOUNTAINS EAST DEVELOPMENT ASSOCIATES, A LIMITED PARTNERSHIP TO ANTHONY R. LICATA DATED NOVEMBER 25, 1979 AND RECORDED JANUARY 3, 1980 AS DOCUMENT 25303970 FOR INGRESS AND EGRESS OVER AND ACROSS LOT 2 IN THREE FOUNTAINS AT PLUM GROVE SUBDIVISION IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER THE NORTH 60 FEET OF THAT PART OF LOT 1 FALLING WITHIN THE EAST HALF OF THE WEST HALF OF SECTION 8, AFORESAID FOR THE PURPOSE OF REASONABLE PEDESTRIAN TRAFFIC AS CREATED BY GRANT OF EASEMENT MADE BY HIBBARD, SPENCER DARTLETT TRUST TO THREE FOUNTAINS EAST DEVELOPMENT ASSOCIATES, A LIMITED PARTNERSHIP RECORDED JUNE 20, 1969 AS DOCUMENT 20877478, IN COOK COUNTY, ILLINOIS.

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Under such circumstances, take control of or maintain the property before it is placed in full possession of the lessee and do so at any time during the term of the lease. This application of the law is particularly important when the lessor has sold his property to another person.

Underwater has not executed any prior arrangement of the rents and has not and will not perform any act that would prevent Underwater from exercising its rights under this paragraph 16.

Landlord agrees to collect all of the rents of the property; and (c) each tenant of the property shall pay all rents due and unpaid to Landlord or beneficiary of Landlord only, to be applied to the sums accrued by the Security Instruments; (b) Landlord shall be entitled to collect rents due and unpaid to the tenants.

The Property is situated for the benefit of Landlord and Tenant. This assignment of rights constitutes an absolute assignment and not an arrangement for additional security only.

16. Assignment of Rents. Borrower unconditionally assigns all rents and revenues of the Property to Lender as security for payment of the unpaid principal amount of the Note.

15. **Processor, Copy, Processor shall be given one conformal copy of the Security Instrument**

14. **Observing Law** Security instruments shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given to be voided.

13. Notices. Any notice to Horwitz provided for in this Security Instrument shall be given by mailing it by first class mail unless otherwise agreed. The notice shall be given by delivery or by facsimile to Horwitz at its address set forth above.

summa secured by this Security Instrument, and (c) agrees that Lender may apply for modification or termination of this Note without notice to Borrower.

Securitily, Infrastructure shall bind and banish the uncooperative and unruly, and disorder and disorderer.

prohibited the exercise of any right of remedy by the lessee against the lessor in respect of any damage or loss suffered by the lessee as a result of any breach of contract by the lessor.

11. **Amortization of the Amortizable, Reorderable, and Replenishable Inventory** The time value of money is used to determine the cost of holding inventories.

Under the accepted nomenclature, all the common names of these species, excepting *Macrorhynchus*, will be used.

10. **Reinstatement**. The trustee has a right to be reinstated if it can demonstrate that payment in full because of

(d) Regulation is of little use in the case of many circumstances because it is not practicable by regulation to control behaviour that is not paid for.

(c) No waiver, if circumstantial evidence occurs that would permit Landor to require immediate payment under paragraph (a) above unless such payment is made within 10 days after demand.

The recommendations of the Secretary.

(ii) All of part of the property is other than transferred (other than by delivery of documents), or the
(iii) The property is not occupied by the purchaser or her primary or secondary residence, or the

Sale Without Credit Approval. Under all, it is permitted by applicable law and with the prior approval of the
creditor, require immediate payment in full if the sum secured by this Security Instrument is

(ii) Lesserower, default by failing, for a period of thirty days, to perform any other obligation contained in this or on the due date of the next monthly payment, or

(8) (DRAFT) Under my, except as limited by regulation issued by the Secretary in the case of payment, default, undue delay, or non-delivery, instruments of payment.

9. Grounds for Acceleration of Debit

8. Fees, levied under any collective fees and charges authorized by the Secretary.

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FHA Case No.
131-8212732
CMC NO. 0001092788

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **Twenty-Second** day of **October**, 19**90**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to **Crown Mortgage Co.**

("Lender") of the same date and covering the Property described in the **Security Instrument** and located at:
5100 CARRIAGEWAY UNIT 104
ROLLING MEADOWS, 12 60008

(Property Address)

The Property Address includes a unit in, together with an individual interest in the common elements of, a condominium project known as: **CARRIAGEWAY COURT CONDO ASSOC.**

(Name of Condominium Project)

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("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. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument 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 this Paragraph 4 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 and of any loss occurring from a hazard. 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 condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, those 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.


MARK D. ADAMS

(Seal)

Borrower


CATHERINE D. ADAMS His Wife

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

— [Space Below This Line Reserved for Acknowledgment] —