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FORM 319D

90619660

30645660

STATE OF ILLINOIS, } ss.
County of Cook. }

I, CAROL MOSELEY BRAUN, Registrar of Titles, in and for said County, in the State aforesaid, do hereby certify that the following is a photographic copy of a certain instrument of writing filed in my office on theSECOND..... day ofOCTOBER..... A.D. 1990 at11:35 AM..... and entered in Volume-0- Page..... of Registrar of Titles as Document No.3916118.....

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Chicago, thisTENTH..... day ofDECEMBER..... A.D. 1990

Carol Moseley Braun
REGISTRAR OF TITLES

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. DEPT-03 RECORDING \$17.00
. T#5555 TRAN 2083 12/21/90 11:23:00
. #4294 # E *-90-619660
. COOK COUNTY RECORDER

PCS 3112 (FORM 319D)

90619660

10/11/90
CPK

3916118
CO
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CO

(Check Above This Line For Recording Detail)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 1 19 90 The mortgagor is ROBERT B. PETERSON AND CAROL ANN SABAREIO, HUSBAND AND WIFE

("Borrower") This Security Instrument is given to INDEPENDENT LENDERS, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 4801 WEST PETERSON-#401 ("Lender") CHICAGO, ILLINOIS 60646

to secure to lender the principal sum of ONE HUNDRED FIVE THOUSAND THREE HUNDRED AND NO/100

Dollars (\$ 105,300.00) This debt is evidenced by Mortgagor'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 the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, the full payment of all other sums, with interest, advanced by lender pursuant to paragraph 7 to protect the security of this Security Instrument, and the performance of Mortgagor's covenants and agreements under this Security Instrument and the Note. For this purpose, Mortgagor does hereby mortgage, grant and warrant to Lender the following described property located in COOK

UNIT NUMBER 4168-A IN THE DEARLOVE COVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOT 1 IN DEARLOVE APARTMENTS, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 33, AND ALL IN PART OF LOTS 3 AND 12 IN COUNTY CLERK'S DIVISION OF SAID SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE TYPICAL PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER LR-1070288 AND RECORDED AS DOCUMENT NUMBER 24794685, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25288521 AND REGISTERED AS DOCUMENT NUMBER LR-1137379, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

3916118

04-32-921-129-110042

which has the address of 4168 COVE LANE-UNIT 1A

OLDFIELD

Illinois 60025

("Property Address")

THIS DEED WITH all the improvements, now or hereafter created on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and ditch 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".

MORTGAGOR CERTIFIES that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage same and covenants the Property and that the Property is unincumbered, except for encumbrances of record. Mortgagor covenants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS DEED BEING INSTRUMENT NUMBER 25288521 and has been used with certain covenants with limited duration by participation to constitute a uniform security instrument covering certain real property.

ILLINOIS: State of Cook, HENRI P. JACQUES, Clerk of the Circuit Court

Form 2016 12-03
Revised 5-07

9 of 16 1966

1. **Trustees** shall have the right to sue for and recover the amount of principal and interest on the debt evidenced by the Note and any payments 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 or cause to be paid the monthly payments on the Note until the Note is paid in full. A portion of such payments shall be applied to the payment of taxes and insurance which may affect proceeds of the Security Instrument of this trust. Borrower shall pay or cause to be paid the monthly payments on the Note until the Note is paid in full. A portion of such payments shall be applied to the payment of taxes and insurance which may affect proceeds of the Security Instrument of this trust.

3. **Application of Payments** Lender shall apply the proceeds of all payments received by Lender under this Security Instrument to the debt evidenced by the Note and any payments and late charges due under the Note in the order set forth in this paragraph. Lender shall not be bound to apply the proceeds of any payments received by Lender under this Security Instrument to the debt evidenced by the Note until the Note is paid in full. A portion of such payments shall be applied to the payment of taxes and insurance which may affect proceeds of the Security Instrument of this trust.

4. **Insurance** Lender shall cause to be obtained and maintained in full force and effect a fire and theft insurance policy covering the Property and the contents thereof. Lender shall pay the cost of such insurance. Lender shall also cause to be obtained and maintained in full force and effect a fire and theft insurance policy covering the contents of the Property. Lender shall pay the cost of such insurance.

5. **Interest** Lender shall pay the interest on the Note in accordance with the terms of the Note. Lender shall also pay the interest on any advance made by Lender under this Security Instrument. Lender shall pay the interest on any advance made by Lender under this Security Instrument in accordance with the terms of the Note.

6. **Default** If Borrower fails to pay any payment due under the Note or fails to pay any payment due under this Security Instrument, then Borrower shall be in default under the Note and under this Security Instrument. Lender shall have the right to declare the Note and this Security Instrument due and payable immediately.

7. **Acceleration** If Borrower is in default under the Note or under this Security Instrument, then Lender may, at its option, declare the Note and this Security Instrument due and payable immediately. Lender shall have the right to declare the Note and this Security Instrument due and payable immediately.

8. **Assignment** Lender may assign or otherwise dispose of its interest in the Note and this Security Instrument. Lender shall not be bound to assign or otherwise dispose of its interest in the Note and this Security Instrument.

9. **Severability** If any provision of this Security Instrument is held to be unenforceable, the remaining provisions of this Security Instrument shall nevertheless be enforceable.

10. **Entire Agreement** This Security Instrument and the Note constitute the entire agreement between Lender and Borrower with respect to the loan made by Lender to Borrower under the Note and this Security Instrument.

11. **Counterparts** This Security Instrument may be executed in counterparts, each of which shall be deemed to be an original copy of this Security Instrument, and all of which together shall be deemed to constitute one and the same agreement.

12. **Successors** The provisions of this Security Instrument shall bind Lender, Borrower, and their heirs, assigns, and personal representatives.

13. **Waiver** Lender hereby waives its right to demand or receive interest on the Note and this Security Instrument until the Note and this Security Instrument are paid in full.

14. **Protection of Lender's Rights in the Property** Lender agrees to the terms of the Security Instrument and the Note, and Lender agrees to the terms of the Security Instrument and the Note, and Lender agrees to the terms of the Security Instrument and the Note.

15. **Assignment and Maintenance of Property** Lender shall maintain the Property in good condition and repair, and Lender shall pay the cost of such maintenance and repair.

16. **Insurance** Lender shall cause to be obtained and maintained in full force and effect a fire and theft insurance policy covering the Property and the contents thereof. Lender shall pay the cost of such insurance.

17. **Interest** Lender shall pay the interest on the Note in accordance with the terms of the Note. Lender shall also pay the interest on any advance made by Lender under this Security Instrument. Lender shall pay the interest on any advance made by Lender under this Security Instrument in accordance with the terms of the Note.

18. **Default** If Borrower fails to pay any payment due under the Note or fails to pay any payment due under this Security Instrument, then Borrower shall be in default under the Note and under this Security Instrument. Lender shall have the right to declare the Note and this Security Instrument due and payable immediately.

19. **Acceleration** If Borrower is in default under the Note or under this Security Instrument, then Lender may, at its option, declare the Note and this Security Instrument due and payable immediately. Lender shall have the right to declare the Note and this Security Instrument due and payable immediately.

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19. Acceleration. Borrower shall give notice to Lender prior to acceleration following Borrower's breach of any instrument or agreement in this security instrument that may apply in its entirety under paragraph 13 and 17 upon applicable law provisions attached. The notice shall specify (a) the default, (b) the action required to cure the default, and (c) that failure to cure the default in the number of days specified in the notice may result in acceleration of the same or part of the instrument. Lender may, at its discretion, exercise its power to cure the default by recording a notice of acceleration of the instrument, including after recording and the right to assert in the foreclosure proceeding the amount of a default or any other default of Borrower to acceleration and foreclosure, if the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, but not limited to, reasonable attorney's fees and costs of this instrument.

20. Lender in Payment. Lender shall have the right to advance the proceeds of the Property and at any time pay to the expiration of any period of redemption following judicial sale, Lender in person, by agent or by judicially appointed receiver shall be entitled to cure upon, take possession of and manage the Property and to collect the rents of the Property including those paid due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender shall release this Security Instrument. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower waives all right of homestead exemption in the Property and the rights of homestead, including, but not limited to, the rights of homestead, if the instrument is not recorded in the County of Cook, Illinois, and the instrument is not recorded in the County of Cook, Illinois, or if the instrument is not recorded in the County of Cook, Illinois, or if the instrument is not recorded in the County of Cook, Illinois.

21. Borrowers. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower waives all right of homestead exemption in the Property and the rights of homestead, including, but not limited to, the rights of homestead, if the instrument is not recorded in the County of Cook, Illinois, and the instrument is not recorded in the County of Cook, Illinois, or if the instrument is not recorded in the County of Cook, Illinois, or if the instrument is not recorded in the County of Cook, Illinois.

22. Borrowers in this Security Instrument. If one or more riders are executed by Borrower and shall remain and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument (which applicable hereto).

Adjustable Rate Rider
 Graduated Payment Rider
 Election (Special)
 Planned Unit Development Rider

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

ROBERT W. EMERSON (Seal) Borrower
CAROL ANN BARBARITO (Seal) Borrower

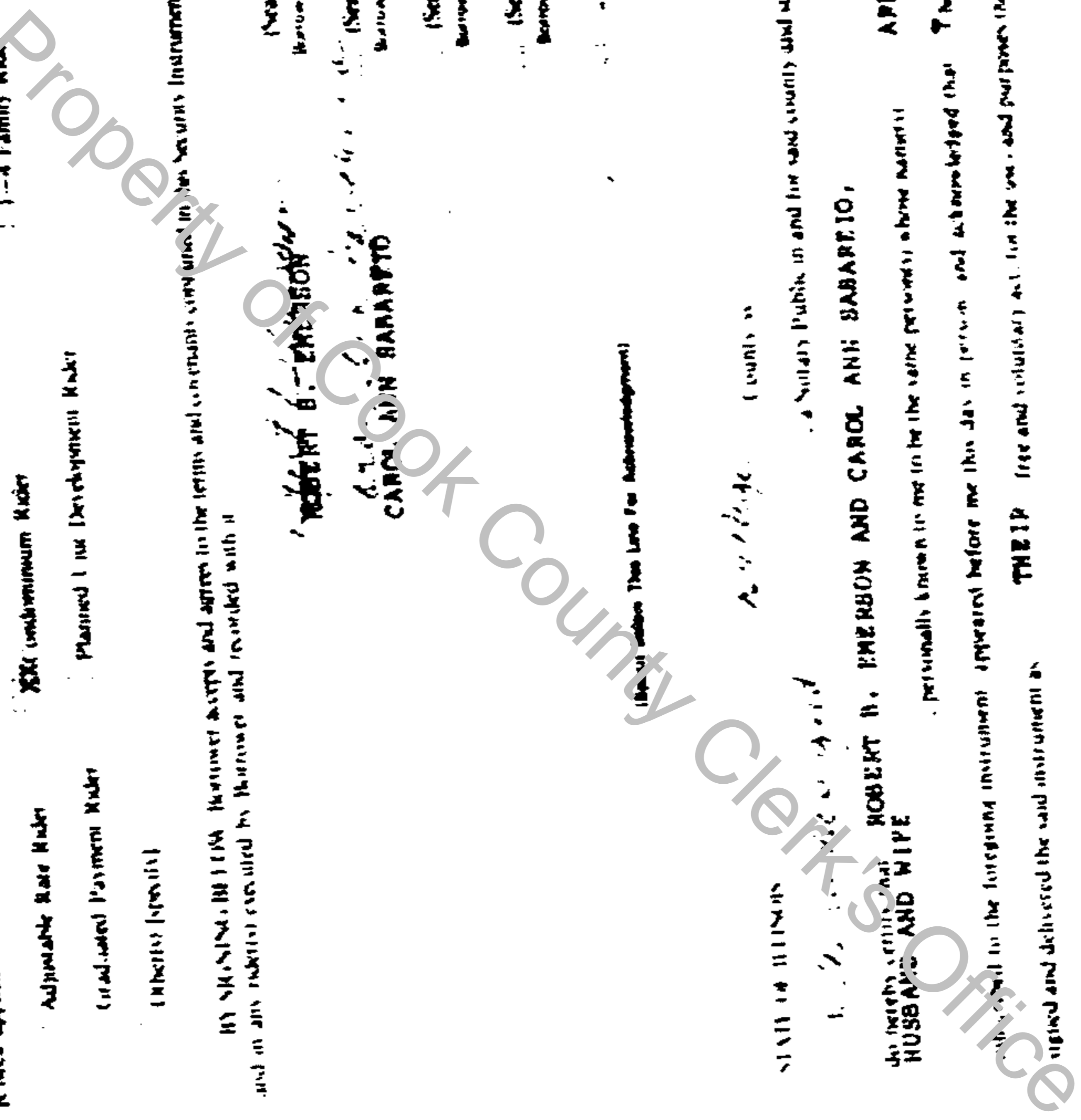
STATE OF ILLINOIS
 COUNTY OF COOK
 I, CLERK OF COURT, do hereby certify that ROBERT W. EMERSON AND CAROL ANN BARBARITO, HUSBANDS AND WIFE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the use and purposes therein stated.

WITNESS MY HAND AND OFFICIAL SEAL, this 15th day of August, 1982.

Not Commission Expires
CHERYL HILDEN
 CHICAGO, IL 60646

RECORD AND RETURN TO
 INDEPENDENT LENDERS, INC.
 4801 WEST PETERSON-1401
 CHICAGO, ILLINOIS 60646

DEANNA CLANG
 Notary Public, State of Illinois
 My Commission Expires 11/15/96



01101001010

CONDOMINIUM RIDER

1990

1ST DAY OF OCTOBER

1987

This CONDOMINIUM RIDER is made this

and is incorporated into and shall be deemed to amend and supplement the Mortgage Card of First or Security Card and Security Instrument of the same date given by the undersigned the Borrower to secure Borrower's debt to INDEPENDENT LENDER, INC.

My Lender

of the same date and covering the Property described in the Security Instrument and located at

4168 COVE LAKE UNIT 1A, GLENVIEW, ILLINOIS 60035

Property Address

The Property includes a unit in together with an undivided interest in the common elements of a condominium project known as DEARLOVE COVE CONDOMINIUM

Name of Condominium Project

the Condominium Project. If the owners association in that policy which sets forth the Condominium Project the Owners Association holds title to property for the benefit or use of its members or shareholders the Property also includes Borrower's interest in the Owners Association and the unit proceeds and benefits of Borrower's interest

CONDOMINIUM GOVERNANTS in addition to the covenants and agreements made in the Security Instrument

Borrower and Lender further warrant and agree as follows:
A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The Constituent Documents are the a) Declaration of Condominium which creates the Condominium Project, or by laws, rules or regulations and or other equivalent documents, and b) any other documents that govern the Condominium Project.

B. Hazard Insurance. As long as the Owner's description matches with the policy accepted (that sets forth a master or standard policy in the Condominium Project which is submitted to Lender and which provides for the coverage in the amount for the period and agreed the hazard Lender's policy including fire and hazards including within the term extended coverage then

C. Lender agrees the premium in Uniform Contract 2 for the monthly payment to Lender of the monthly the yearly premium installments for hazard insurance on the Property is

D. Borrower's obligation under Uniform Contract 2 for the monthly payment to Lender of the monthly deemed addition in the event that the required coverage is provided by the Owner's alternative policy

Borrower shall pay Lender principal and interest on the loan on the date of maturity or on the date of the Property whether to the unit or to common elements and proceeds payable to Lender and which are not paid to Lender for application to the loan secured by the Security Instrument with any excess paid to Borrower

E. Public Liability Insurance. The unit owner shall be responsible to insure that the Condominium Association maintains a public liability insurance policy acceptable in form amount and extent of coverage to Lender

F. Condominium. The proceeds of any loan or other amount or interest or principal payable to Borrower in connection with any condemnation or other proceeding at all or any part of the Property whether if the unit or of the common elements or for any emergency or other condemnation are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender in the way stated by the Security Instrument as provided in Uniform Contract 2

G. Lender's Prior Consent. Borrower shall not accept other notice to Lender and with Lender's prior consent

H. The assignment of the Condominium Project except for abandonment or termination required by law in the event of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain

I. Lender's approval in any provision of the Constituent Documents of the provisions for the express benefit of Lender

J. Management of professional management and assumption of full management of the Owners Association

K. Any action which would have the effect of reducing the public liability coverage maintained by the Owners Association unacceptable to Lender

L. Notwithstanding to Borrower does not pay condominium dues and assessments when due then Lender may pay them and amounts disbursed by Lender under this paragraph 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 Prime 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

ROBERT B. FERSON

CAROL ANN BARAREIO

Block

Borrower

Block

Borrower

Block

Borrower

Block

Borrower

(Sign Original Only)

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