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#8882 F#44-106-06-1063584  
COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

This instrument was prepared by:

Elaine Nyberg/Richmond Bank

(Name)

10910 Main St., Richmond, IL 60071  
(Address)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 26th day of January 1990. The mortgagor is Aaron D. Sanders & Babette G. Sanders, his wife, in joint tenancy. ("Borrower"). This Security Instrument is given to Richmond Bank, its successors and/or assigns, which is organized and existing under the laws of the State of Illinois, and whose address is 10910 Main Street, Richmond, Illinois 60071 ("Lender"). Borrower owes Lender the principal sum of sixty one thousand five hundred & 00/100 Dollars (U.S. \$61,500.00). 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 February 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 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 Cook County, Illinois:

**PARCEL 1: UNIT 2-15-09 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TAHOE VILLAGE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22270823, AND AS AMENDED FROM TIME TO TIME, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DOCUMENT RECORDED AS NUMBER 22342732.**

PIN: 03-09-308-096-1165, Volume 231

which has the address of 1710 Lakeview Drive, Wheeling, IL 60090  
(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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My Communion Eucharist 11/7/91  
Many thanks, Gods of Wonders  
Sister A. McGehee

My commission expires 11/1991

STATE OF ILLINOIS, ~~Rock~~, Lake County ss.

BY SIGNING, BORROWER, BORROWER'S ACCPESSES AND AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT  
and in any rider(s) executed by Borrower and recorded with it.

- Adult/Teen Rider
  - Grandparent Rider
  - 2-1 Family Rider
  - Planned Unit Development Rider
  - Graduated License Rider
  - Other(s) [Specify]

22. Within 10 days of this Agreement, the parties shall execute a copy of this Agreement in counterparts, which will be deemed to be an original for all purposes.

21. **Interest:** Upon payment of all sums secured by this instrument, interest, such interest as this debt may incur, shall be paid by Borrower.

of management of the property and correction of rents, including all other expenses of this Service.

any to the experience of any person in any particular transaction or series of transactions, but which may be applied generally to such transactions.

including, but not limited to, reasonable attorney fees and costs of trial evidence.

before the date specified in the notice. Understat is optional 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.

17 unless a applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, no later than [REDACTED] days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default before the date specified in the notice may result in acceleration of the loans.

NON-**L**IFORM COVENANTS Borrower and Lender further covenant and agree as follows:

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UNIFORM COVENANTS, Borrower and Lender covenants 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 Remitance.** If Borrower meets certain conditions, Borrower shall have the right to have application of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as security instrument specifies) before sale of the Property pursuant to any power of sale contained in this security instrument; or (b) entry of a judgment entitling this Security instrument. Those conditions are that Borrower has paid under all sums which were due under this Security instrument. The Note had no acceleration accrued; (c) security instrument, or (d) entry of a judgment entitling this Security instrument. Those conditions are that Borrower has paid all expenses incurred by the Lender in enforcing this Security instrument, including reasonable attorney fees and costs of collection, and the Note had no acceleration accrued; (e) payment of all sums which would be due under this Security instrument if the Note had been accelerated; (f) payment of all sums which would be due under this Security instrument if the Note had been accelerated; and (g) payment of all sums which would be due under this Security instrument if the Note had been accelerated.

16. Borrower's Copy. Borrower shall be given one countermade copy of the Note and of this Security Instrument.

17. Transfer of Property or Beneficial Interest in Borrower. If all or any part of the property or any personalty held by Borrower in trust or as agent for another, or in his or her individual interest, is sold or transferred to another, the rights and obligations of Borrower under this Note and Security Instrument shall not be exercised by the transferee, but the transferee shall be liable to the creditor if exercise is prohibited by federal law or by this Note or the Security Instrument.

be given effect without the conflicting provision. To this end the provisions of this section must stand and the trade and declared to be severable.

conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can transact business in which the property is located, and the Note may be enforced in accordance with its terms.

13. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located, in the event that any provision of this Security Instrument or the Note

10 Leader's address is stated herein or any other address designates by notice in writing. Any notice provided for in  
11 Leader's address shall be deemed to have been given to him whenever delivered in this paragraph.

mandarin in by first class mail unless Borroower designdates by notice to Lender. Any notice to Lender shall be given by first class mail addresses of any other addressee Borroower designdates by notice to Lender. Any notice to Lender shall be given by first class mail

**Paragraph 19.** If under exercises of this option, Lender shall take the steps specified in the second paragraph of paragraph 14, Notice. Any notice to Borrower provided for in this Security instrument shall be given by delivery in or by

any provision of the Note or this Security instrument unless specifically acceptable to its terms, ledger, at its option, may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies permitted by law.

13. **Legislative Remedies**: If enactment or application of applicable laws has the effect of rendering preparation charge under the Note

relinquished to Bottrowe Leander may choose to make this relinquishment by terminating the principal owner under the terms of the original agreement.

the charge to the permitted limits; and (q) any sums already collected from borrowers which exceed permitted limits will be treated as uncollected and the amounts so treated will be deducted from the permitted limit.

With the loan exceeded the permitted limits, (b) any out-of-pocket charge shall be reduced by the amount necessary to reduce 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.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, if any, the maximum amount of interest and other charges which may be charged on the principal amount of the loan shall be limited to the maximum amount allowed by such law.

sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without char

latter must be executed by Note; (a) / (c) -A firm in this Security instrument only to mortgagor, **Pearl and Company Inc.** Guaranty and convey that guarantee is subject to the Provisions of this Security instrument (b) is not personally obligated to pay the

Security instruments shall bind and benefit in the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 Borrower's covenants and agreements shall be joint and several. Any Borrower who consigns this Security

precisely the exercise of any right or remedy.

modestly amortized over a period of three years . . . backed by a security instrument of record of any demand note of the original borrower or of his successors in interest . . . Any forbearance by Lender in exercising any right or remedy shall not be a waiver of

not be required to summate proceedings before the court may hear the case. The court may, however, require the parties to appear before it to give evidence or to produce documents or other evidence. The court may also require the parties to appear before it to give evidence or to produce documents or other evidence.

modifications of amortization of the sums secured by this Security Instrument shall not impair the validity of the original power of attorney or successor in interest. Lender shall

10. **Borrower's Note**: Recitals; Form of Note; Lender Note; Waiver; Extension of time for payment or prepayment of the due date of the monthly payments referred to in paragraphs 1 and 2 of charge the amount of such payments.

Unless Lessee and Lessor otherwise agree in writing, any application of proceeds to principal shall not exceed one-half of the security instrument, whether or not due.

In awarding or setting a claim for damages, the court will take into account the period of time during which the plaintiff suffered the loss.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condition or default is not cured within ten (10) days from the date of such notice, Lender may require that the balance shall be paid to Borrower.

of the proceeds multiplied by the following fraction: (a) the total amount of the sums received by the receiver before taking

In the event of a total ranking of the property, the proceeds shall be applied to the sums received by misde-  
meanors, whether or not then due, with any excess paid to Borroower. In the event of a partial taking of the property, unless

shareholders' right to inspect and copy books and records of the corporation, or to examine any documents in the possession of the corporation, or to inspect and copy any documents in the possession of any officer or employee of the corporation, or to inspect and copy any documents in the possession of any agent or representative of the corporation.

**9. Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation of your part of the Property by or for the convenience of the Corporation, shall be held by the Corporation and used for the purpose of repairing, replacing, or otherwise improving the Property.

**B. Inspection.** Leader of the inspection may make reasonable entries upon and inspect certain parts of the property. Leader shall give written notice at the time of or prior to an inspection specifying reasons for the inspection.

the insurance premium shall pay the premium required to maintain the insurance in effect until such time as a requirement for the payment of the premium is removed.

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this ..... 26th ..... day of ..... January ..... , 19 90 ....., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ..... Richmond Bank, its successors and/or assigns ..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: ..... 1710 Lakeview Drive, Wheeling, Illinois 60090 ..... (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: ..... 1710 Lakeview Drive, Wheeling, Illinois 60090 ..... (Name of Condominium Project) (the "Condominium Project"). If the owners association or other entity which acts for 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 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. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) 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

(ii) 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.

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 proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. 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.

**D. Condemnation.** The proceeds of any award or 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.

**E. 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 to:

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

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

  
Aaron D. Sanders ..... (Seal)  
Borrower

  
Babette G. Sanders ..... (Seal)  
Borrower

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