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ATTORNEYS' TITLE GUARANTY FUND, INC.

30073335

Form MP-8
Revised 8/89

A.T.G.F.
BOX 370

ILLINOIS HOUSING DEVELOPMENT AUTHORITY
SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II
1989 SERIES A AND B 273435-4
MORTGAGE

This instrument was prepared by:
NANCY GIUSTINO
(Name)
DES PLAINES, IL 60016
(Address)

THIS MORTGAGE is made this 8TH day of FEBRUARY 19 90,
between the Mortgagor, DOROTHY J. VIOLA, WIDOW

(herein "Borrower"), and the Mortgagee,
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS, an association organized and existing
under the laws of THE UNITED STATES OF AMERICA, whose address is 4242 NORTH HARLEM,
NORRIDGE, ILLINOIS 60634 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY THREE THOUSAND
AND NO/100 Dollars, which indebtedness is evidenced by Borrower's
note dated FEBRUARY 8, 1990 (herein "Note"), providing for monthly installments of principal and
interest, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 1, 2020.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

30073335

DEPT-01 RECORDING \$17.90
T#4441 ITEM 3047 02/14/90 02:20:00
#2108 # ID - 4-79-073335
COOK COUNTY RECORDER

02-12-200-021-1056
02-12-200-091-0000

1700

which has the address of 1243 BALDWIN LANE - UNIT 609 PALATINE
(Street) (City)
ILLINOIS 60067 (herein "Property Address");
(State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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THIS MORTGAGE UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS
SUBSTANTIALLY MODIFY THE TERMS OF THIS AGREEMENT. DO NOT SIGN THIS AGREEMENT
UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

ATTN: NANCY GIUSTINO

DES PLAINES, ILLINOIS 60016

THE TAELMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

D AND RETURN TO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/14/

MY COMMISSION EXPIRES 7-1-93

Given under my hand and official seal, this
21st day of October, 1893.

the _____ signed and delivered the said instrument.

subscribed to the foregoing instrument, appeared

1. *Chlorophytum comosum* (L.) Willd. (Asparagaceae)

— personally know

do hereby certify that

PROGRESSIVE

४८० त दास्तां

STATE OF ILLINOIS.

IN WITNESS WHEREOF, Borrower has executed

Digitized by srujanika@gmail.com

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, and any entity designated by Lender. Its successors or assigns to service this Mortgage, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 thereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior 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 enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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Specified Lender Lender may make or receive any notice prior to any notice specified in this section and Lender's interest in the Property, provided that Lender shall give Borrower notice prior to any notice specified in this section and Lender's interest in the Property.

Any amounts disbursed by Landlord pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Landlord agree to other terms of payment, such amounts shall be payable upon notice from Landlord to Borrower requesting payment thereof, and shall bear interest at such rate from the date of disbursement until such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Landlord to incur any expense or take any action hereunder.

7. **Protection of Lenders' Security.** If Borrower fails to perform the covenants and agreements set forth in this Mortgage, or if it fails to pay action on proceedings involving a garnishment or attachment of its assets, Lenders will have the right to foreclose on the property and receive payment of the amount due under the Mortgage.

6. Reservation and Maintenance of Property; Leaseholds; Condominiums; Planned Units; Development Projects. Borrower shall keep the property in good repair and shall not commit waste or permit trespasses; planned units; condominiums; leaseholds; and maintenance of property as set forth in the certificate of title.

The insurance company shall be uninsured subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, where due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall have the right to cancel the policy if and in form acceptable to Lender all renewal notices and all receipts of paid premium. If, the event of loss, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premium. The insurance carrier may make good of loss if not made good by Borrower.

5. **Hazard Insurance.** Borrower shall keep the improvements, existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," as such other hazards as Lender may require and in such amounts and for such periods as provided, that Lender shall not require that the amount of such coverage exceed that amount of the insurance premium paid to the Lender by this Mortgagor.

aggregates the sums secured by this Mortgage.

Within 30 days from the date notice is mailed by Lender to Borrower, repossessing payment thereof.

Within 30 days from the date notice is mailed by Lender to Borrower, repossessing payment thereof.

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borrower and lender agree in writing at the time of execution of this mortgage that the funds shall not be required to pay borrower any interest or amounts on funds, unless such agreement is made or applicable law requires such interest to be paid, lender shall bear all costs of collection of this mortgage and unless such agreement is made or applicable law requires such interest to be paid, lender shall not be liable to pay borrower any interest or amounts on funds held by lender together with the future monthly installments of funds payable prior to the due dates of sums secured by this mortgage.

The Funds shall be held in an institution the depositors or accountants of which are insured or guaranteed by a Federal or state agency (including Leander such as an institution). Leander shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Leander may not charge for so holding and applying said funds, assemblies and buildings Leander pays Borrower interest on the Funds and applicable law permits Leander to make such a charge.

1. Payment of Principal and interest. Borrower shall promptly pay when due the principal of and the interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgagor.

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Form MP-9
Revised 8/87

ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II 1989 SERIES A & B CONDOMINIUM RIDER

273435-4

THIS CONDOMINIUM RIDER is made this 8TH day of FEBRUARY, 19 90, and is incorporated into and shall be deemed to amend and supplement a mortgage ("Mortgage") dated of even date herewith, given by the undersigned ("Borrower") to secure Borrower's Note to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS ("Lender") and covering the Property legally described in the Mortgage. The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project ("Condominium Project").

In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

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

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

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on property covered by the Owners Association master policy (This waiver does not apply to hazard insurance covering property which is not subject to coverage under the Owners Association master policy.)

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Mortgage, with the excess, if any, paid to Borrower.

C. Lender's Prior Consent. Borrower shall not, without prior written notice to Lender and Lender's prior written consent, partition or subdivide the Property or consent to:

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

Dorothy J. Viola
Borrower
DOROTHY J. VIOLA/WIDOW

Borrower

STATE OF ILLINOIS

|
| SS

COUNTY OF COOK

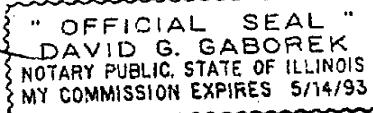
I, DAVID G. GABOREK, a Notary Public in and for said county and state, do hereby certify that DOROTHY J. VIOLA, personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 8th day of February, 19 90

My commission expires:

5-14-93

Notary Public



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RECORD AND RETURN TO:

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
2454 DEMPSTER
DES PLAINES, ILLINOIS 60016

ATTENTION: NANCY GIUSTINO

Property of Cook County Clerk's Office

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PARCEL 1: UNIT 609 IN SAN TROPAL CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND (HEREINAFTER REFERRED TO AS PARCEL):

THAT PART OF THE SOUTH 780.0 FEET, AS MEASURED AT RIGHT ANGLES OF THE SOUTH LINE THEREOF, OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID NORTH WEST 1/4 OF THE NORTH EAST 1/4, THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH WEST 1/4 OF THE NORTH EAST 1/4, 282.96 FEET; (THE SOUTH LINE OF SAID NORTH WEST 1/4 OF THE NORTH EAST 1/4 BEING ASSUMED AS RUNNING DUE EAST AND WEST FOR THIS LEGAL DESCRIPTION) THENCE NORTH 167.0 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE PARCEL OF LAND THEREIN DESCRIBED; THENCE WEST 77.0 FEET; THENCE NORTH 88.0 FEET; THENCE WEST 13.40 FEET; THENCE NORTH 217.17 FEET; THENCE SOUTH 123.0 FEET; THENCE EAST 71.40 FEET; THENCE SOUTH 59.17 FEET; THENCE WEST 58.0 FEET; THENCE SOUTH 123.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1067400 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23448135, TOGETHER WITH AN UNDIVIDED 1.424 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

ALSO

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS DEFINED AND SET FORTH IN MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR SAN TROPAL PLANNED RESIDENTIAL DEVELOPMENT, MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1067400, DATED MARCH 31, 1976 AND RECORDED APRIL 12, 1976 AS DOCUMENT 23448134 AND CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1067400 TO BRIAN G. LESTER AND ZORKA R. LESTER, HIS WIFE, DATED APRIL 25, 1977 AND RECORDED SEPTEMBER 6, 1977 AS DOCUMENT NUMBER 24091269 IN COOK COUNTY, ILLINOIS.

30073335

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RECEIVED IN THE CLERK'S OFFICE
COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office