

# UNOFFICIAL COPY

PLEASE RETURN TO:-  
HORIZON SAVINGS BANK, F.S.B.  
1131 CHICAGO AVENUE  
EVANSTON, IL. 60202.

COOK COUNTY, ILLINOIS  
F.S.B. FOR RECORD  
1990 FEB 27 PM 3:05

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[Space Above This Line For Recording Data]

5206370

## MORTGAGE

\$18.00

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 23,  
 19 90 The mortgagor is ELLEN C. PEELE, A WIDOW, JAMES R. MASEK AND MARY PEELE MASEK, HIS WIFE  
F.S.B. IN CONSERVATORSHIP, RESOLUTION TRUST COOP. AS CONSERVATOR This Security Instrument is given to HORIZON SAVINGS BANK  
OF THE UNITED STATES OF AMERICA, which is organized and existing  
 under the laws of ILLINOIS and whose address is 1210 CENTRAL AVENUE, WILMETTE, ILLINOIS 60091 ("Lender").  
 Borrower owes Lender the principal sum of THIRTY EIGHT THOUSAND SEVEN HUNDRED AND 00/100  
38700.00 Dollars (U.S.S.) 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 MARCH 01, 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:

SEE ATTACHED

MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS  
 AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS  
 AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED  
 DECLARATION AND ALL OTHER RIGHTS AND EASEMENTS OF RECORD FOR THE BENEFIT OF SAID  
 PROPERTY. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS,  
 CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS  
 THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH  
 HEREIN.

PERMANENT TAX #: 05-33-200-016-1002

which has the address of 800 RIDGE RD #102 WILMETTE  
 (Street) (City)  
 Illinois 60091 ("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.

CST # 1700714

Box 241

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This instrument was prepared by...

Notary Public... My Commission Expires...

Witness my hand and official seal this 23 day of February 1990

executed said instrument for the purposes and uses therein set forth... become and is (are) known or proved to me to be the person(s) who performed the foregoing instrument...

STATE OF Illinois COUNTY OF Cook

90091799

Property of Cook County

[Space Below this Line For Acknowledgment]

JAMES R. MASEK - Borrower (Seal) Ellen C. Boke - Borrower (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument...

- 19. ACCELERATION REMEDIES... 20. LENDER'S POSSESSION... 21. RELEASE UPON PAYMENT... 22. WAIVER OF HOMESTEAD... 23. RIDER TO SECURITY INSTRUMENT...

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**UNIFORM COVENANTS.** Borrower and Lender covenant 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 amount, 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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1. Lender shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with the terms of the policy and the agreement or applicable law.

2. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice of or prior to any inspection specifying reasonable cause for the inspection.

3. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

4. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due. With any excess paid to Borrower in the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking; divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

5. If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or proceeds to be applied to damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

6. Lender shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, modification of amount of the sums secured by this Security Instrument, granted by Lender to any successor in interest of Borrower, and not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be liable to commence proceedings against any successor in interest or refuse to extend time for payment of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any successor in interest of Borrower shall not be liable to commence proceedings against any successor in interest or refuse to extend time for payment of the sums secured by this Security Instrument, for the terms of this Security Instrument, but shall remain personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, or postpone or make any accommodations with regard to the terms of this Security Instrument or the Note without Borrower's consent.

7. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits shall be returned to Borrower. Lender may, however, make this refund by reducing the principal owed under the Note or by making direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without changing the amount of the Note.

8. Legislation Affecting Lender's Rights. If enactment or interpretation of applicable laws has the effect of rendering any provision of the Note of this Security Instrument in force or effect, Lender, at its option, may require immediate payment in full for all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 9. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 7.

9. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first-class mail unless applicable law requires use of another method. The notice shall be directed to the property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first-class mail to the address designated in the Security Instrument or any other address designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

10. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

12. Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the Property or any interest in the Property is sold or transferred or a beneficial interest in Borrower is sold or transferred to a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

13. Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay the sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument, without further notice or demand on Borrower.

14. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforced under this Security Instrument the same terms and conditions as if the acceleration had not occurred. Application of the Security Instrument to any power of sale contained in this Security Instrument shall be subject to the terms and conditions of the Security Instrument. If those conditions are that Borrower (a) pays Lender all sums which are due under this Security Instrument and the Note had no acceleration secured (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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## RELEASE FEE RIDER

02/23/90

5206370

THIS RIDER is incorporated into a certain Mortgage dated of even date herewith given by the undersigned to secure loan indebtedness; said Mortgage encumbers real property commonly described as:

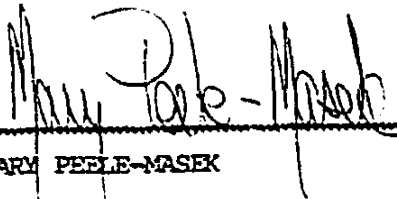
800 RIDGE RD #102  
WILMETTE, IL 60091


Borrower and Lender agree that covenant 21 of the Mortgage shall only be given effect if the Note secured by this Mortgage is sold or assigned, either in whole or in part, to either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and that otherwise the following provisions shall apply to a release of Mortgage:

If the Federal Home Loan Mortgage Corporation buys all or some of the lender's rights under the Mortgage (or Trust Deed) and Note, the promises and agreements in this rider will no longer have any force of effect.

Upon payment of all sums secured by this Mortgage and payment of a reasonable fee for preparation of the release deed, Lender shall release this Mortgage. Borrower shall pay all costs of recordation.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

  
\_\_\_\_\_  
MARY PEELE-MASEK

  
\_\_\_\_\_  
Borrower ELLEN C. PEELE

  
\_\_\_\_\_  
Borrower JAMES R. MASEK

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 23 day of FEBRUARY, 1990  
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 HORIZON SAVINGS BANK F.S.B. IN CONSERVATORSHIP, RESOLUTION TRUST CORP. AS CONSERVATOR  
of the same date and covering the Property described in the Security Instrument and located at:  
800 RIDGE RD #102 WILMETTE IL 60091  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:  
VILLAGE GREEN ATRIUM

(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.

Mary Peele-Masek  
MARY PEELE-MASEK

Ellen C. Peele (Seal)  
ELLEN C. PEELE  
Borrower

James R. Masek (Seal)  
JAMES R. MASEK  
Borrower

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LEGAL DESCRIPTION

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UNIT NUMBER 102 IN THE VILLAGE GREEN ATRIUM SENIOR CITIZENS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 2 IN VILLAGE OF WILMETTE'S VILLAGE GREEN SUBDIVISION, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26845550; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT'S APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN EASEMENT AGREEMENT DATED DECEMBER 1, 1982, AND RECORDED DECEMBER 7, 1982, AS DOCUMENT 26432692 FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 4 FEET OF LOT 1 IN THE VILLAGE OF WILMETTE'S VILLAGE GREEN SUBDIVISION BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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