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THIS IS BEING RE-RECORDED TO CORRECT ZIP CODE.

30101944

89467683

(Space Above This Line For Recording Data)
551775-8

MORTGAGE

1989. THIS MORTGAGE ("Security Instrument") is given on September 27. The mortgagor is Leonard A. Moorsen and Doris J. Moorsen, husband and wife. Knutson Mortgage Corporation, which is organized and existing under the laws of the State of Delaware, and whose address is 8400 Normandale Lake Blvd., Bloomington, Minnesota 55437. ("Lender"). Borrower owes Lender the principal sum of SEVENTY FIVE THOUSAND TWO HUNDRED and NO/100 Dollars (U.S. \$75,200.00). 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 October 1, 2019. 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 LEGAL DESCRIPTION

COMMONLY KNOWN AS: 217 ARROWOOD CT UNIT A-1 SCHAUMBURG, IL 60193
P.I.N. 07-24-302-016-1301

30101944

SEARCHED INDEXED SERIALIZED FILED
COOK COUNTY CLERK'S OFFICE
JULY 17 1990
RECEIVED
RECORDED
COOK COUNTY RECORDER

90104944

which has the address of 217 Arrowood Ct. Unit A-1 Schaumburg, IL 60193
(Street)
Illinois 60193 ("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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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.

IX

ILLINOIS—Single Family—FIRMA/FHLMC UNIFORM INSTRUMENT

Form 2014 12/03

KMPC 747 Rev. 5/94

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charge for purposes of the preceding sentence.

A charge assessed by lender in connection with borrowing, or otherwise, is not to be a instrument to pay the cost of an independent tax reporter's services shall not be a

Any amounts disbursed by Lender under this Paragraph ⁷ shall become additional debt of Borrower if such amounts are not repaid to Lender within the time period specified in Paragraph ¹.

7. Protection of Lender's Rights in the Property; Alterations; Lease. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect the property under applicable law, Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or guardianship) or continuation of the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

6. Preservation and Maintenance of Property: lessees. Borrower shall not destroy, damage or subvert any

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 paragraph 1 and 2 of change the amounts of the payments unless Lender and Borrower otherwise agree in writing. Any application of proceeds to principal shall pass to Lender to the extent of the sums secured by this instrument.

then the property to be paid sums secured by this security instrument, whether or not then due, shall be held by period until death when the note is given.

All insurance policies and renewals shall be specific to Lender and shall provide a standard mortgage clause which grants Lender the right to hold the policies and renewals until payment in full is made. Borrower shall promptly give to Lender notice of loss if not made promptly by Insurer.

3. Hazard Insurance. Borrower shall keep the property insurance coverage of heretofore executed on the Property measured against losses by fire, hazards included within the term of "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in full 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.

Borrower shall promptly disclose any lessor which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the item in a manner acceptable to Lender; or (b) consents in good faith to the assignment of the obligation to another party.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay the same directly to the person owed payment. Borrower shall promptly return to Lender all amounts paid under this paragraph. If Lender makes these payments directly, Borrower shall promptly furnish to Lender

which, if carried to its extreme, would render the instrument useless; but it is evident that the instrument must be used in such a way as to give the best results.

application as a credit against the sums secured by this Security Interest.

amount necessary to make up the deficiency in one or more payments due under the note.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and such 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.

The Fund shall be held in an institution of record in the name of the Fund, and the Fund shall be used for the purpose of general expenses by a trustee of the Fund.

beachhold payments or ground rents on the Property, if any; (c) yearly leased leasehold premiums; and (d) yearly leasehold payments of current premiums, if any. These items are called "current items". Lessees may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The principal of our school and the trustees of the Note decide the amount and the period of payment of the Note. The Note is issued by the principal of the school and signed by the trustees.

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18. Borrower's Right to Retain. 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 for such other period as Borrower deems necessary to remediate certain conditions, Borrower's Right to Retain.

If Lender exercises his option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 60 days from the date the notice is delivered or mailed for payment of all sums secured by this Secured Instrument. This notice is given without prejudice to the exercise of further rights or remedies permitted by law.

Person who holds or has held a prior written consent, under me), at its option, require immediate payment in full to the sender before delivery is prohibited by recorded in this Securities Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by the date of this Securities Instrument.

16. Borrower's Copy. Borrower shall be given one copy of this Note and of this security instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) or if all or any part of the property or any interest in Borrower is sold or transferred and Borrower is not a natural person)

13. Governing Law: Security instruments shall be governed by the laws of the state in which the property is located. This security instrument shall be construed as a general assignment of assets and the law of the state where the property is located shall govern the interpretation of this security instrument.

provided for in this Section) instrument shall be deemed to have been given to Bretoncelles if Leader when given as provided in this paragraph.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by

13. **Legislation Affecting Leaders' Rights.** If enactment of or application of applicable laws has the effect of rendering any provision of the Note of this Security instrument unacceptable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this security instrument and may invoke any remedy permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph

11. **Securitised Joint and Several Leasing:** The documents and agreements of lessors and lessees in this Securitised Joint and Several Leasing shall bind the lessees to the terms and agreements of lessors and lessees in this Securitised Joint and Several Leasing.

to the sums received by this Society instrumentality, whether or not he has due
possession of the title of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments
10. Before or Not Released; Forfeiture; Leader Not a Writer. Extension of the time for payment of
modifications of the sums received by this Society instrumentality by leader to any sum received in
modifications of the sums received by this Society instrumentality by leader to any sum received in
interests of Borrotoe or - shall not be entitled to receive the balance of the original Borrotoe's successions in interest
Leaders shall not be entitled to receive the balance of the original Borrotoe's successions in interest for
payments of otherwise than a sum received by this Society instrumentality by leader to exceed time for
by the original Borrotoe or Borrotoe's successions in interest. Any forfeiture made
shall not be a waiver of the exercise of any right of remedy.

If the Property is abandoned by Borrower, or, after notice by Lender to Borrower that the condominium offers to make an award of title a claim for damages, Borrower shall be responsible to Lender for all costs of collection of the award.

In the event of a total taking of the Property, the proceeds shall be applied to the sums received by this Security instrument, and the balance paid to the heirs of the testator or to the estate of the testator if he died without a will, and the remainder paid to the heirs of the testator.

9. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with my condemnation and sale shall be paid to me.

measurements of the properties of the material under test.

If leaders regard moral language as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirements for the

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 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 on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 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. 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.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) (specify)

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

Leonard A. Moorman (Seal)
Leonard A. Moorman
—Borrower

Doris J. Moorman (Seal)
Doris J. Moorman
—Borrower

(Space Below This Line for Acknowledgment)

This instrument was drafted by :
Knutson Mortgage Corporation
100 West 22nd Street
Lombard, Illinois 60148

Send Tax Statements to :
Knutson Mortgage Corporation
8400 Mendota Lake Blvd.
Bloomington, Minnesota 55437

State of ILLINOIS, Cook County ss :

The foregoing instrument was acknowledged before me this
27th day of September 1989, by
Leonard A. Moorman and Doris J. Moorman, husband and wife

Witness my hand and official seal.

My commission expires 10/23/89

Jude M. Wagner
Notary Public

RETURN THIS INSTRUMENT TO:
KNUTSON MORTGAGE CORPORATION
100 West 22nd Street, Suite 102
Lombard, Illinois 60148

89467682

20101911

UNOFFICIAL COPY

59467682

30101941

P.I.N. 07-24-302-016-1301
Commonly known as 217 Arrowwood Ct Unit A-1 Schauburg, Illinois 60193
Handwritten Signature

Block No. 5-12-1171 in Lexington Green II Condominiums, as delineated on a place of survey of a parcel of land, being a part of the southwest $\frac{1}{4}$ of the south west $\frac{1}{4}$ of section 24, township 41 north, range 10, east of the third principal Meridian, (hereinafter referred to as "development Parcel") which survey is attached as Exhibit A to Declaration of condominium made by Central National Bank in Chicago, as trustee under Trust Number 21741.

Recorded March 25, 1977 as Document 23,863,582, as amended from time to time, together with a percentage of Common Elements appurtenant to said tract as set forth in said Declaration as amended from time to time, which percentage shall automatically change in accordance with Amended Declarations as same are filed of record pursuant to said Declaration, and together with additional Common Elements, as such Amended Declarations are filed of record, in the percentages set forth in such Amended Declarations which percentages shall automatically be deemed to be conveyed effective on the recording of such Amended Declarations.

LEGAL DESCRIPTION
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CONFIDENTIAL

Property of Cook County Clerk's Office

29467682

30101944

Leonard A. Hoortman
Leonard A. Hoortman
(See) _____
John F. Haysom
John F. Haysom
(See) _____

1111 North 60th Street
Milwaukee, Wisconsin 53211
Telephone 414-765-2200

F. Recenders. If Borrowers does not pay condominium dues and assessments which due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower and secured by the Security interest. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursment at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

(ii) any amendment to any provision of the Constitution Document if the provision is for the express benefit of lenders;

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

(iv) any action which have the effect of reducing the public liability insurance coverage maintained by

E. Lenders' 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:

D. Condemnation. The proceeds of any award of claim for damages, direct or consequential, payable to Director in connection with any condemnation of other taking of all or any part of the Property, whether or not of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds

C. Public liability insurance. Borrower shall take such actions as may be reasonable to insure that the Owner paid to Lender for application to the sums necessary to the Security instrument, with any excess paid to Borrower.

In the event of a distribution of assets and insurance proceeds in lieu of restoration of repair following a loss to the property which is the subject of this policy, any proceeds arising from the distribution shall be applied to restore the property as if it had been damaged by fire.

The yearly premium instalments of a hazard insurance on the Property, and (iii) Borrower's obligation under Lenderform Coverage 5 to maintain hazard insurance coverage on the Property.

coverage in the second half of the period, and appears to indicate a steady increase in the number of individuals covered by the monthly payments.

B. Human Resources. So long as the Owners Association maintains, with a general acceptance, accepted insurance carriers, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lenders and which provides insurance

creases the C-damnum Project; (ii) by-laws; (iii) code of regulations; and (iv) other documents. Borrower shall

Borrower and Lender further covenant and agree as follows:

includes Borrower's interest in the Owner's Association and the uses, proceeds and benefits of Borrower's interest.

(the "Commodinium Project"). If the owners association or other entity which acts for the Commodinium Project (the "Owner's Association") fails to pay the assessments, the condominium unit will be subject to a lien for the unpaid assessments.

The Property includes a unit in, together with an undivided interest in the common property, located at 1000 COUNTY ROAD 11, Grand Rapids, Michigan.

of the same date and covering the property described in the security instrument and located at 217 Ackerman Ct. Unit A-1, Schenectady, NY 12303. [Property Address]

THIS CONDOMINIUM RIDER IS MADE THIS 27th day of September 1999.

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Property of Cook County Clerk's Office

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