

UNOFFICIAL COPY

ILLINOIS - Single Family - FIMA/FHLMC UNIFORM INSTRUMENT VERSION 1.2
XC1800D
90057535 Form 2014 12/83

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.

6/20/14
16/00

Illinois 60089 ("Property Address"); (Zip Code)

which has the address of 374 COVINGTON TERR., (Street)
BUFFALO GROVE, (City)

1700
1700

7281102-118867 * D * 44288
COOK COUNTY RECORDER
03/16/90 14 18 00
18144 TRM 3302 03/16/90 14 18 00

90057535
02/02/90 15 50 00
02/02/90 15 50 00

*** THIS MORTGAGE IS BEING RE-RECORDED TO ADD CONDOMINIUM RIDER ***

00118867

SEE ATTACHED LEGAL DESCRIPTION.

located in Cook County, Illinois:
SEARS MORTGAGE CORPORATION
under the laws of the STATE OF OHIO
2500 LAKE COOK ROAD RIVERWOODS, ILLINOIS 60015
Borrower owes Lender the principal sum of ONE HUNDRED SEVEN THOUSAND SEVENTY-FOUR AND 00/100--
Dollars (U.S. \$107,774.00--). 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 1, 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

1990. The mortgage is J. DAVID HOBON, A BACHELOR, ("Borrower"). This Security Instrument is given to

MORTGAGE

LENDER'S # 59-58-28159

[Space Above This Line For Recording Date]

00118867

90057535

90118867

REALTY TITLE, INC.
ORDER # 000009

Property of Cook County, Illinois

59255016

49561006

11. Lender required mortgage insurance 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 requirement for the insurance termination in accordance with Borrower's written agreement or applicable law.

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

13. 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.

14. 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.

15. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an award or settle a claim for 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.

16. 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 such payments.

17. Borrower Not Released; Forbearance. By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or protection of any right or remedy.

18. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit 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 co-signs this Security Instrument but does not execute the Note, (a) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

19. 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 loan 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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, no reduction will be treated as a partial prepayment without any prepayment charge under the Note.

20. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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 remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

21. Notice. 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 Lender's address stated herein or any other address Lender designates 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.

22. Governing Law; Sovereignty. 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.

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

24. 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) 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 exercised as prohibited by federal law as of the date of this Security Instrument.

25. 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 those 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.

26. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights 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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990575315

20110307

Property of Cook County Clerk's Office

PERMANENT INDEX NO: 03-08-201-038-1014.

UNIT 3-6 IN COVINGTON MANOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE EAST HALF OF THE NORTH QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27412916 AND AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

2 0 0 2

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

00115887

J. DAVID HOBSON

(Seal)
-Borrower

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

requesting payment.
the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.
Security Instrument, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from
Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.
Owners Association unacceptably to Lender.

(v) any action which would have the effect of rendering the public liability insurance coverage maintained by the
(iii) termination of professional management and assumption of self-management of the Owners Association or
Lender:
(ii) any amendment to any provision of the Constituent Documents, if the provision is the express benefit of
Lender;

erment domain;
by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or
(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required or
consent, either partition or subdivision of the Property or consent to:

B. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written
proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant B.

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
D. Condemnation. The proceeds of any award, claim for damages, direct or consequential, payable to Borrower in
Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners
to be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall
in the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the
Borrower shall give Lender prior notice of any lapse in required hazard insurance coverage.

(ii) Borrower's obligation under Uniform Covenant B 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.

(i) Lender waives the provision in Uniform Covenant B for the monthly payment to Lender of one-twelfth of the
yearly premium payments for hazard insurance on the Property; and

within the term "extended coverage" there;
coverages for the periods, and against the hazards Lender requires, including fire and hazards included
"master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance

H. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a
pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
Condominium Project; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's
and Lender further covenant and agree as follows:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower

"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.

[Name of Condominium Project]

COVINGTON MANOR

as:

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project

374 COVINGTON TERR., BUFFALO GROVE, IL 60089 [Property Address]

SEEN'S AND GAVE COB... AND COVINGTON... instrument and located at:

(the "Lender")
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Trust or Security Instrument
("Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

19

day of

THIS CONDOMINIUM RIDER is made this

CONDOMINIUM RIDER

LENDER'S 1 59-58-28159