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MORTGAGE

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THIS INDENTURE, made this 13th day of July, 1990, between DEBORAH D. PETERS,* herein referred to as "First Party", and NBD Elk Grove Bank, an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT WHEREAS First Party has concurrently herewith executed an Instalment Note bearing even date herewith in the Principal Sum of EIGHTY NINE THOUSAND and NO/100ths (\$89,000.00) DOLLARS made payable to NBD Elk Grove Bank and delivered, in and by which said Note the First Party promises to pay the said principal sum in monthly instalments of principal and interest, with the full principal sum plus interest due and payable on August 1, 2002 all of said principal and interest shall be payable at such banking house or trust company in Illinois, as the holder or holders of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of NBD Elk Grove Bank in said city.

* a spinster

This Mortgage shall secure any extension, modification or renewals of the Note of the First Party executed of even date hereof, including but not limited to extension of the maturity date described in said Note and/or any change in the interest rate on the unpaid balance of principal.

In addition to the above payments the bank will hold in escrow an estimated sum payable monthly to be equivalent to 1/12th of the annual real estate taxes, assessments and other charges that may be incurred upon the property. Should such an escrow be insufficient to pay these items when due, the undersigned promises to pay the differences upon demand. Holder is hereby authorized to pay same when due.

In event of a transfer of title or sale under Articles of Agreement, the holder of this Mortgage and Note shall have the right to declare a default and the entire principal balance and accumulated interest shall become immediately due and payable without further notice to the maker hereof.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the VILLAGE of Palatine, COUNTY OF Cook AND STATE OF Illinois to wit:

UNIT NO. 3005-2, IN THE HARVEST RUN CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE, A PART OF HARVEST RUN SUBDIVISION, BEING A PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 88476474 TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

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1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of the First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and also request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note and guaranty; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) refrain from making material alterations in said premises except as required by law or municipal ordinances; (6) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note and guaranty, duplicate receipts therefor; (7) pay in full under protest in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest; (8) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note and guaranty, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note and guaranty, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and

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IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth.

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

Prepared By: Dolores Hardwick
 NBD Elk Grove Bank
 100 E. Higgins Road
 Elk Grove Village, IL 60007
 BOX 333 - TH

Tax Key No.: 02-12-400-046-1016
 Property Address: 1312 Evergreen
 Palatine, IL

Which, with the property hereinafter described, is referred to herein as the "premises",

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4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title.

3. At the option of the holders of the note and without notice to the First Party, its successors or assigns, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note referred to or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party, or its successors or assigns, to do any of the things specifically set forth in paragraph one hereof and such default shall continue for 30 days, said option to be exercised at any time after the expiration of said 30 day period.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

right accruing to them on account of any of the provisions of this paragraph. Trustee or holders of the note shall never be considered as a waiver of any interest thereon at the default rate specified in the Note. Inaction of hereby and shall become immediately due and payable without notice and with authorized may be taken, shall be so much additional indebtedness secured compensation to Trustee for each matter concerning which action herein protect the mortgaged premises and the lien hereof, plus reasonable other moneys advanced by Trustee or by holders of the note and guaranty to paid or incurred in connection therewith, including attorneys' fees, and any All moneys paid for any of the purposes herein authorized and all expenses sale or forfeiture affecting said premises or contest any tax or assessment. lien or other prior lien or title or claim thereof, or redeem from any tax encumbrances, if any, and purchase, discharge, compromise or settle any tax need not, make full or partial payments of principal or interest on prior hereinafore set forth in any form and manner deemed expedient, and may, but the note and guaranty, may, but need not, make any payment or perform any act prior to the respective dates of expiration; then Trustee or the holders of insurance about to expire, to deliver renewal policies not less than ten days renewal policies to the holders of the note and guaranty, and in case of

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6. Upon, or at any time after the filing of bill to foreclose this mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection of possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including other items as are mentioned in the preceding paragraph hereof; Second, all additional to that evidenced by the note, with interest thereon as herein provided; Third, all principal and interest remaining unpaid on the note guaranteed; Fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. the right to foreclose whether or not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such of this mortgage or any indebtedness hereby secured; or (b) preparations for proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason incurred by Trustee or holders of the note in connection with (a) any interest thereon at the default rate specified in the Note, when paid or additional indebtedness secured hereby and immediately due and payable, with and expenses of the nature in this paragraph mentioned shall become so much true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much evidence to bidder at any sale which may be had pursuant to such decree the note may deem to be reasonably necessary either to prosecute such suit or to similar data and assurances with respect to title as Trustee or holders of the title searches and examinations, guaranty policies, Torrens certificates, and

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11. First Party, its successors or assigns shall defend, indemnify and hold harmless the Bank, its employees, agents, officers and directors, from and against any claims, demands penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the Property or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (3) any lawsuit brought or threatened, settlement reached or government order relating

10. The First Party, its successors or assigns shall keep or cause the property to be kept free of Hazardous Materials, and, without limiting the foregoing, shall not cause or permit the property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall the First Party, its successors or assigns cause or permit, as a result of any intentional or unintentional act or omission on the part of the First Party, its successors or assigns or tenant, subcontractor or occupant, a release of Hazardous Materials onto the property or onto any other property.

9. The First Party, its successors or assigns have not, and to the best of the First Parties knowledge, no prior owner of the property or any tenant, subcontractor, occupant, prior tenant, prior subcontractor or prior occupant has not, used Hazardous Materials (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule or regulation) on, from or affecting the property in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, nor has First Party, its successor or assigns received any notice of any violation relating to the foregoing.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this mortgage or to exercise any power herein unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder, except in cases of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it shall require indemnities satisfactory to it before exercising any power herein given.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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15. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

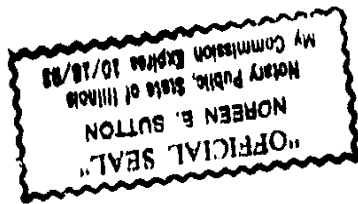
14. Trustee shall release this mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this mortgage has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. When a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

13. This Mortgage also secures any debt or obligation now existing, or hereafter created, of First Party or of any guarantor(s) of the note secured hereby to Trustee or the holder of any note secured hereby.

12. Any provision of this mortgage which is unenforceable in any state in which this mortgage is recorded or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this mortgage shall subsist and be fully effective according to the tenor of this mortgage the same as though no such invalid portion had ever been included herein.

to such Hazardous Materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Bank, which are based upon or in any way related to such Hazardous Materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

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Notary Public

 Given under my hand and Notarial Seal this 13 day of July, 1990.
 purposes therein set forth;
 the said instrument as their own free and voluntary act, for the uses and
 before me this day in person and acknowledged that they signed and delivered
 persons whose names are subscribed to the foregoing instrument, appeared
 and personally known to me to be the same
 County, in the State aforesaid, DO HEREBY CERTIFY that Deborah D. Peters
 I, the undersigned, a Notary Public in and for and residing in said
 COUNTY OF Cook
 STATE OF ILLINOIS

Deborah D. Peters

 IN WITNESS WHEREOF, said party of the first part, have _____, hereto set
 their hands and seals this 13th day of July, 1990.

power and remedy as though no such law or laws have been made or enacted.
 this Mortgage, but will suffer and permit the execution of every such right,
 power or remedy herein or otherwise granted or delegated to the Trustee under
 law or laws or otherwise hinder, delay or impede the execution of any right,
 competent jurisdiction. The First Party will not invoke or utilize any such
 provisions herein contained, or to decree judgment or order of any court of
 thereof, prior to any sale or sales thereof to be made pursuant to any
 force providing for the valuation or appraisal of the premises, or any part
 insist upon any benefit or advantage of or from any law now or hereafter in
 "Moratorium Law" now or at any time hereafter in force, nor claim, take or
 advantage of, any stay, exemption or extension law or any so-called
 any time insist upon or plead, or in any manner whatsoever claim or take
 17. The First Party hereby covenants and agrees that it will not at
 provisions of this mortgage.
 reasonable compensation for any other act or service performed under any
 when the release deed is issued. Trustee or successor shall be entitled to
 receive for its services a fee as determined by its rate schedule in effect
 16. Before releasing this mortgage, Trustee or successor shall

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.....
(Seal)
Borrower

.....
(Seal)
Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.
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.
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them the Owners Association unacceptably to Lender.

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

(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 consent, either partition or subdivision the Property or consent to;

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9, elements, or for any conveyance in lieu of condemnation, or other taking of all or any part of the Property, whether of the unit or of the common connection with any condemnation or other taking of all or any part of the Property, which 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.

D. Condemnation. The proceeds of any award of 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 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 be 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 prompt notice of any lapse in required hazard insurance coverage.
is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property;
the yearly premium installments for hazard insurance on the Property; and
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of within the term "extended coverage," then

coverage in the term "extended coverage," then
"master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance
B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest
("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the

known as:
.....
[Name of Condominium Project]
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project

of the same date and covering the Property described in the Security Instrument and located at
1312 Evergreen Unit B, Palatine, Illinois 60067
.....
[Property Address]
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 NBD FIK GROVE BANK (the "Lender")

THIS CONDOMINIUM RIDER is made this 13th day of July, 1990

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