

UNOFFICIAL COPY

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THIS INSTRUMENT WAS PREPARED BY:
ASSOCIATED FINANCIAL SERVICES, INC.
555 SKOKIE BOULEVARD, STE
NORTHBROOK ILLINOIS 60062
CHRIS SCIORTINO

90384110
RETURN RECORDED DOCS TO:
FIRST ILLINOIS MORTGAGE CORP
1440 RENAISSANCE DR #200
PARK RIDGE, IL 60068

90384110

90384110

A.T.G.F.
BOX 370



(Space Above This Line For Recording Data)

MORTGAGE

19 90 THIS MORTGAGE ("Security Instrument") is given on JULY 31,
The mortgagor is KAREN J. HABE, A SINGLE PERSON NEVER MARRIED

("Borrower"). This Security Instrument is given to
FIRST ILLINOIS BANK OF EVANSTON, N.A.,
which is organized and existing under the laws of THE UNITED STATES
800 DAVIS STREET EVANSTON ILLINOIS 60204 , and whose address is
("Lender").

Borrower owes Lender the principal sum of FORTY FIVE THOUSAND SIX HUNDRED AND 00/100

Dollars (U.S. \$ 45,600.00). 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 AUGUST 01ST, 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:

UNIT NUMBER "E" 273 IN CASTILIAN COURT CONDOMINIUM AS DELINEATED ON A SURVEY OF PART
OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE /WING/ PAR THIRD PRINCIPAL
MERIDIAN, LYING NORTHEASTERLY OF MILWAUKEE AVENUE, WHICH SURVEY IS ATTACHED AS
EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25378419,
AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED 1 PERCENTAGE INTEREST IN THE
COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS KH

11/1/96
DEPT-01 RECORDING \$16.00
10333 TRAN 3847 08/08/90 10:01:00
02375 C -- 90-384110
COOK COUNTY RECORDER

PT# 04 32 200 080 1069 /

1108 CASTILLIAN #318

GLENVIEW

which has the address of

60028

[Street]

[City]

Illinois

[Zip Code]

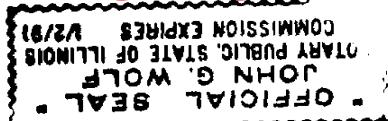
("Property Address"):

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.

16/00
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.

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MTCB

My Commission expires:

Given under my hand and official seal, this

31st day of June, 1990

set forth.

Signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

, personally known to me to be the same person(s) whose name(s)

do hereby certify that KAREN J. HARE, A SINE LIPSUS NUMBER MURKIN,

, a Notary Public in and for said county and state,

1. The Undersigned

STATE OF ILLINOIS,

COK

County ss

Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)

Karen J. Hare

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

 Other(s) [Specify] Graduatee Planed Unit Development Rider I-A Family Rider condominium Rider Adjustable Rate Rider

ment the covnantes and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covnantes and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument. The covnante or agreement of each rider shall be incorporated into and shall amend and supplement this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Any rents collected by Lender shall be applied to payment of management fees, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. Lender in Possession. Upon acceleration of the Property and sale of the Property, by agreement of the parties, Lender shall be entitled to enter upon, take possession of and manage the Property and to collect the non-exempt portion of the Property including those parts held by Lender or the receiver prior to payment of the non-exempt portion of the Property received shall be entitled to receive payment of the amount remaining after payment of all sums secured by this Security Instrument.

19. Acceleration. Prior to acceleration of the Property and sale of the Property, Lender shall give notice to Borrower of his intent to accelerate the Property and to sell the Property at a date not less than 30 days from the date the notice is given to Borrower, by which time the default must be cured; and (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (e) applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c)

18. 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 Paragraph 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c)

17. 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 Paragraph 13 and 17 unless applicable law provides otherwise).

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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 sum 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 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.

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.

18. Borrower's Right to Remand. 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) after this Security Instrument is recorded; or (b) entry of a judgment entitling this Security Instrument to payment of the principal amount due thereon plus interest and attorney fees and costs, if any, and (c) 30 days after the date of recordation of this Security Instrument, if Borrower timely files a motion to remand this case to the court in which it was originally filed, and the court denies the motion by final judgment. However, this right to remand will not apply in the event of a foreclosure action under paragraph 16.

Subjected by federal law as of the date of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one countermade copy 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 without a creditor'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 pro-
 sumed to interfere with the transfer of the property or if lender has received notice of the transfer from the transferee or from the transferor.

13. Governing Law; Severability. This Security Instrument shall be governed by federal, state and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note which contains the governing law 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.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it to the mailing address applicable law requires use of another method. The notice shall be deemed given as provided for in this paragraph.

13. **Legislation After Closing** Landlord's Rights. If a court finds that application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Landlord, 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 Landlord exercises this option, Landlord shall take the steps specified in the second paragraph of paragraph 17.

(2) **Loan charges.** If the loan is secured by the Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted 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 limits; and (c) any sums already collected from Borrower which exceed ad 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, the reduction will be treated as a partial prepayment, *which are under the Note*.

11. **Successors and Assigns**: Joint and Several Liability: Co-signers, The co-signers and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 12, Borrower, co-signers 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, (b) is co-signing this Security instrument but does not execute the Note, (c) agrees that Lender and Borrower and any other Borrower may agree to pay the sums secured by this Security instrument; and (d) is not personally obligated to pay the terms of this Security instrument; (b) is not personally obligated to pay the terms of this Security instrument; and (c) agrees that Lender and Borrower and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security instrument or the Note without Lender's consent.

10. Borrower Not Responsible For Breach Of Contract Extension of the time for payment of the sum 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 to pay the sums secured by this Security Instrument in accordance with the terms hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraph 1 and 2 of change in such payables.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium officer 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.

mechanisms to control the exchange, provided that (a) the term market value of the exchange (market value) exceeds the exchange balance shall be paid to Borrower.

In the event of a partial 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 im- ed by the amount of the proceeds divided by (b) the fair market value of (i) the property imme diately before the taking of the Property.

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THIS CONDOMINIUM RIDER is made this **31ST** day of **JULY**, 19 **90**, 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

FIRST ILLINOIS BANK OF EVANSTON, N.A. (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:

1108 CASTILLIAN • 0118 GLENVIEW ILLINOIS 60025
(Property Address)

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

CASTILLIAN COURT CONDOMINIUM ASSOCIATION

(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.

Karen J. Hare

KAREN J. HARE

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

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Property of Cook County Clerk's Office

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