T 486 666 (\*\*\*30)

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## REAL ESTATE MORTGAGE

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This Mortgage is made the	30th :9 91	PATRICIA M. KEANE	<del> </del>
day of August		. 5, <u> </u>	<del></del>
whose address is486 Asca	ot Lane Streamwood [16	0107	
(the "Mortgagor") who mortgages and	warrants to AFFILIATED BATCH	C, a state banking corporation, of 3	044 Rose Street.
Franklin Park, Illinois 60131 (the "Morto 486 Ascot Lane Sc	gigee'), land and property w Leamwood II. 60107	nich has the address of	(street).
Streamwood Village	(Civ) of Cook	County, Hipois, 60107	(SDCC)
hereby releasing and waiving all rights		•	

Lot 56 D in the Commons of Surrey Goods, being a subdivision in the South 1/2 of Section 15. Township 41 North, Range C. East of the Third Principal Meridian according to the plan thereof recorded November 17, 1986 as Document Number Et Nove.

Olympia Control Cont 86-544-179, in Cook County Illinois

31474307

06-15-408-059

together with all buildings and fixtures on the property, whether hereafter placed or now on the property, (herein balled the 

by Mongagee to \_\_\_PATRICIA M. KEANE under and subject to Mortgagee's Home Equity Agreement, and any later modification, amendment, or supplement to the agreement as permitted by its terms, and any future indeptedness owing under the line of predit, including but not limited to, additional amounts advanced in excess of the amounts stated in this mortgage resulting from an increase in the line of credit or advances made by Mortgagee in excess of the line of credit. (herein called "Debt"), with interest thereon as provided

in the Home Equity Agreement, which is incorporated herein by reference.

Parcel Identification Number ...

This Mortgage secures, among other trings. Trevolving credit as that term is defined in Section 4.1 of Billions's interest statute (ch. 17, para, 6405) or any successor provisions to Section 4.1. It is understood and agreed that this Mortgage will secure not only the existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date of this Mortgage, although there may be no advance made at the time of this Mortgage and although there may be no advance made at the time of this Mortgage as to third persons without actual notice of such field, shall be valid as to all such indebtedness and future advances from the time this Mortgage is field for record in the office of the Recorder, ox, if the property is registered in Torrens the Registrant of Ties of the county in which there are not expect to open an on the mortgaged property, with interest on such disbursements

91474327

Mortgagor promises and agrees: NOFFICAL COPY

- 1. To keep the property insured against tire, windstorm, flood and such other hazards as Mortgagee may require, in an amount and manner with companies approved by Mortgagee and with the proceeds made payable in the policies to Mortgagee, and to deliver all policies to Mortgagee. Any insurance proceeds received by Mortgagee may be retained by it and may at any time or from time to time be applied by it on the Note and shall constitute payment on the Debt only to the extent so applied.
- To pay all taxes, assessments and water rates levied on the property within 90 days from the first due date thereof and
  to deliver the receipts therefor to Mortgagee, and to remove promptly any other liens on the property, except (a) liens
  given to Mortgagee, and (b) liens specifically referred to above.
- To keep the property in good repair.
- 4. That if Mortgagor defaults in the performance of any of the duties imposed by the above covenants, Mortgagee may perform the same and all sums paid by it therefor shall be due and payable by Mortgagor from the time of their payment by Mortgagee with interest thereon at the highest rate as specified in the Debt, and such sums shall be secured by this Mortgage.
- 5. Mortgagee shall notify Mortgagor prior to accelerating the debt following Mortgagor's default. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require payment in full and shall have the right to foreclose the lien of this Mortgage in accordance with law, in equity, or otherwise. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided by this paragraph, including, but not limited to, reasonable attorney's fees and costs of the title evidense.
- 6. The term "defaria" rileans failure of any of Mortgagor's agreements herein, failure to pay any money due hereunder or under the Debt, and "Mortgagor's default in any security instrument having priority over this Mortgage. The term "Mortgagee" includes Mortgage's successors and assigns, and the term "Mortgagor" includes and binds the heirs, executors, administrators, legal in presentatives, successors and assigns of the undersigned. The obligations and lien of this mortgage, it signed by two it more persons, shall be those of all and of any two or more jointly and of each severally. All remedies specified herein shall be cumulative and in addition to any other remedies provided by law.
- 7. In the case of foreclosure by "Mo" gagee, there shall be allowed all court costs and expenses (which may be estimated as to items to be expended after entry of decree) incurred by Mortgagee, including without limitation reasonable attorneys' fees, stenographers' charges, costs of procuring any title commitment and continuations of such title commitment, opinion on title or title insurance policy and continuations of such opinion or policy. Torrens certificates and similar data and assurances with respect to title covering said foreclosure proceedings, cost of any survey, all costs and expenses of procuring testimony and evidence, and all costs and expense secured by Mortgagee in or with respect to any such suit or proceeding, or in the preparation thereof.

All fees and expenses allowable pursuant to this Mortgage, together with interest on such fees and expenses from the date of payment of such fees and expenses, shall be additional indebtedness secured by this Mortgage and shall be a lien on the mortgaged property. Any decree foreducing this Mortgage shall provide for the payment out of the proceeds of any sale made pursuant to any such decree in the fallowing order: (a) all costs and expenses described in the proceeding paragraph with interest as herein provided; (b) all money indivanced by Mortgagee for any purpose authorized in this Mortgage, with interest as herein provided; (c) all accrued interest on the indebtedness hereby secured; (d) the principal balance at such time remaining unpaid under the Mortgage? Home Equity Agreement; and (e) any surplus shall be paid to Mortgagor. In the event that, after legal proceedings are instituted to foreclose the lien of this Mortgage, tender is made of the entire amount of indebtedness secured by this Mortgage. Mortgagee shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated above, such expenses shall be additional indebtedness secured by this Mortgage, and no such suit or proceedings shall be dismissed or otherwise disposed of until such fees, expenses and charges-shall-have been paid in full.

for expenses incurred in connection with such legal p such expenses shall be additional indebtedness secu- missed or otherwise disposed of until such fees, exp	roceedings, incluring such expenditures as are enumerated above, ired by this Mort ja je, and no such suit or proceedings shall be dispenses and charges shall have been paid in full.
The state of the s	PATI 1-14 M REANE TUNNS
STATE OF ILLINOIS )	
COUNTY OF	
The foregoing mortgage was acknowledged before m	e this day of August 1991
commission expires April 2, 1994	Notary Public, Lake County, Illinois
NAMEY L. PASSY NOTARY PUBLIC STATE (	COE
The tree control of the property of the control of	
Sandy Bergman for	Manufacturers National Bank
Affiliated Bank	- Revolving Credit 7/MBB
NAME (M. 135 W. Main Street	411 W Lafayette
Lake Zurich IL 60047	etroit MI 48226
1034622	ADDRESS

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CONDOMINIUM RIDER				
THIS CONDOMINIUM RIDER is made this	30th	day of	August 1991	
and is incorporated into and shall be deemed to amend "Security Instrument") of the same date given by	d and supplem	ient the Mortg	age, Deed of Trust or Security De-	ed (the Sote 10
(the "Lender") of the same date and covering the Prope	rny described :	in the Security	Instrument and located at:	
486-Ascot-Lane-Streams	oodIL60  Property Address	)107 !		· •
The Property includes a unit in, together with an und				
known as:Commons of Turrey Wood	S e of Condominium:	Project)		
(the "Condominium, Project"). If the owners associa				
"Owners Association rivolds title to property for th				iy also
includes Borrower's interest in the Owners Association	and the uses.	proceeds and f	eneitis of Borrower's interest.	
CONDOMINIUM COVENANAS, In addition to the	covenants and	agreements in	ade in the Security Instrument, Bo	)HOWE
and Lender further covenant and agree as follows:	ull markers of	II of Disercis	Cabligation, under the Condon	nini
A. Condominium Obligations. Sorrower sharpers of Constituent Documents. The "Constituent Documents of Constituent Documen				
the Condominium Project; (ii) by-laws; (iii) code of				
promptly pay, when due, all dues and assessments impo				• ••••
bumbath batt men oner an one min an employed			44	

- B. Hazard Insurance. So long as the Owne's Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Froject which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the lazards 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 Prope $\sigma_{ij}$ , 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 ha and insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of p storation or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Bongever 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 exicut 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 sant or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Leaver. Such proceeds shall by applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenar, W.
- 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-manage	ment of the Owners Association; or
MULTISTATE CO	NDOMINIUM RIDER—Single Family—Fannie Mae Freddie Mac UNIFORM INSTRUMENT	Form 3140 590 (page 1/62 pages)
BANKERS SYSTEM	S (NO.) ST (02.000) MR 56002 (1.800-357.234 () FORM CONDO R (2.1.51	

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Form 5140 \$90 (page 2 of 15 miss?

BANKERS SYSTEMS, MIC., ST. CLOUD, AM 56302 (1-800-397-2941) FORM CONDO-R. 21.91

the Owners Association unacceptable to Lender.

Proberty of County Clerk's Office Borrower (Seal) (Seal) BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider. disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.

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