

1991 FE8 27 AN II: 34

91088901

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(Space Above This Line For Recording Data) -

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 26
1991 The morgagor is RONALD NAGEL AND
SHEILA NACLO HUSBAND AND WIFE

\$ 16.00

("Borrower"). This Security Instrument is given to FREEMAN MORTGAGE SERVICES

which is organized and exist gunder the laws of THE STATE OF ILLINOIS 974 S. BUFFALO CROVE ROAD
BUFFALO GROVE, ILLINOIS 60089
Borrower owes Lender the principal sum of SIXTY THOUSAND AND NO/100

, and whose address is

("Lender").

Dollars (U.S. \$ 60,000.00). 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 hot paid earlier, due and payable on MARCh 1, 2021 . This Security Instrument secures to Lender: (a) the repayment of the debt. videnced 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

UNIT NUMBER 271, AS DELINEATED ON A SURVEY OF PART OF LOT 'C' IN BUFFALO GROVE UNIT NUMBER 7, BEING A SUBDIVISION IN SECTIONS 4 AND 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS 'PARCEL'), WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER FRUST AGREEMENT DATED DECEMBER 5, 1975 AND KNOWN AS TRUST NUMBER 38157 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23500200, AS AMENDED FROM TIME TO TIME, LOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

03-04-300-021-1147

which has the address of 230 OLD OAK-UNIT 271

BUFFALO GROVE

Illinois

60089 (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 seised 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

6F(IL) 189091

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NON-UNIFORM COVENANTS. Borrower and Lender further carcinant and agree as follows: breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless

UNIFORM COVENANTS, Byrnower and Lenge cooping man dag B as Gollows: 0 1.

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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 recessary 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 Lorde. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately vio to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a creat against the sums secured by this Security Instrument.

3. Application of Paymer's. 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 ovel 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 paymen. B prower 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 seeved 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 an part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the ien to this Security Instrumer. 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 new existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended cov rage" 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', 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's all promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give premium, 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 injurance 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 injurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds 15 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.

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paragraphs 13 or 17.

as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the hen of this Security instrument, Lender's rights in the Property acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained 18. 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

Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a

is prohibited by federal law as of the date of this Security Instrument. fuil of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in

interest in it is sold or transferred (or if a beneficial interest in Botrower is sold or transferred and Gotrower is not 16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote and of this Scautity Instrument. If all or any part of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

and the Mote are declared to be severable. the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument 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 15. Governing Law; Severability. This Security Instrument shall be governed by foderal law and the law of the

given as provided in this paragraph Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. to the Property Address or any other address Borrower designates by notice to Lender, Any notice to Lender shall or by maiting it by first class mail unless applicable law requires use of another method. The notice shall be directed

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17. 13. Legislation Affecting Lender's Rights. If enactment or explicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable as cording to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security It strument and may invoke any remedies permitted by apparent in full of all sums secured by this security is the second as a security in the second apparent of apparen

prepayment without any prepayment charge under the Note. Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the reduce the charge to the permitted limit; and (b) any su as already collected from Borrower which exceeded permitted with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to charges, and that law is finally interpreted so that the inters or other loan charges collected or to be collected in connection that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan in Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan in the connection is a law which sets maximum loan in Loan Charges.

modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey Instrument but does not execute the Not.: (a) is co-signing this Security Instrument only to mortgage, grant and convey Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions

11. Successors and Assigns Pound; Joint and Several Liability; Co-signers. The covenants and agreements of this or Borrower's successors in in elest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. modify amortization of the unassecured by this Security Instrument by reason of any demand made by the original Borrower be required to commerce proceedings against any successor in interest or refuse to extend time for payment or otherwise shall not operate to telease the liability of the original Borrower or Borrower's successors in interest. Lender shall not of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower

10. Borra we, Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification or postpone if ether date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend

Property or to the sums secured by this Security Instrument, whether or not then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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

be paid to Borrower.

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in fieu of condemnation, are hereby Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower

91088901

UNO FOR MALENBURGERY

THIS CONDOMINIUM RIDER is made this 26TH day of FEBRUARY , 1991, 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 FREEMAN MORTGAGE SERVICES

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

230 OLD OAK-UNIT 271, BUFFALO GROVE, ILLINOIS 60089

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: OAK CREEK NUMBER 1 CONDOMINIUMS

(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 Lerder further covenant and agree as follows:

- A. Condomizium 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 haz ruinsurance 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 increase 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 rotice 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 casualcy of in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents in the recovision is for the express benefit of Lender:
- (iii) termination of professional management and assumption of self-management of the Owners Association;
- (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.

(Seal)

RONALD NAGEL

-Borrower

SHEILA NAGEL

-Borrower

(Seal)
-Borrower

-Borrower (Sign Original Only)

(Seal)

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Control of the Contro

Property of Cook County Clerk's Office