

**UNOFFICIAL COPY**

AFTER RECORDING RETURN TO:

Malone Mortgage Company  
8214 Westchester Drive, Suite 606  
Dallas, TX 75225

92897223  
RECORDED  
IN THE CLERK'S OFFICE, WILLIAMS COUNTY, ILLINOIS  
RECORD

92897223

(Space Above This Line For Recording Data)

## MORTGAGE

*LJ*

THIS MORTGAGE ("Security Instrument") is given on November 17, 1992.  
The mortgagor is Luther E. Siebert, an unmarried person

("Borrower").

This Security Instrument is given to  
**Landmark Mortgage, Inc.**  
which is organized and existing under the laws of Illinois  
and whose address is 8214 Westchester Drive, Suite 606  
Dallas, TX 75225

("Lender").

Borrower owes Lender the principal sum of One Hundred Thirty Five Thousand Eight Hundred Fifty and no/100 Dollars (U.S. \$135,850.00). 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 December 1, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 806 IN THE 901 SOUTH PLYMOUTH COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN BLOCK 6 IN DEARBORN PARK UNIT NUMBER 1, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREET AND ALLEYS IN AND ADJOINING BLOCKS 127 TO 134, BOTH INCLUSIVE IN THE SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 32 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A-2', TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25245458 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

92897223

PIN # 17164240241048

which has the address of

901 S. Plymouth Court  
Chicago, Illinois 60605  
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

BOX 333

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

Broker or dealer promptly give written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property in connection with its ownership or operation.

**20. Extraordinary Subsidiaries** Subsidiaries shall not engage in the transaction, use, dispose of or permit the proceeds of any extraordinary subsidiary of the Company to do, anything contrary to its best interest.

19. **Sale of Notes or Partial Payment in the Note** (regardless who has Secured Instrument) may be made prior to maturity unless otherwise provided in the Note. A note may be sold to another prior to maturity unless otherwise provided in the Note. If there is a change in security instrument prior to maturity, the Note will remain valid until the new security instrument is recorded by applicable law.

II. Lender exercises this option, Lender shall give Borrower notice of cancellation. The notice shall be delivered or mailed within thirty (30) days from the date the notice is delivered to Borrower or demand of payment.

Members 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 exercise of its exclusive power under this section if Lender has breached any provision of this instrument.

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

15. Governing Law and Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument is held invalid or unenforceable, the remaining provisions. To the extent that the provisions of this Security Instrument are held invalid or unenforceable, the Note may be declared to be severable.

12. Successor, and assignee bonds joint and severable. The conveyants and agreeements of the Security instrument shall bind and benefit the successors and assignees of Lender and Borrower, subject to the provisions of paragraph 17.

processes to generate the liability of the original tortfeasor or tortowers. Under shall not be required to compensate accessories in interest. Underer shall not be liable for damages resulting from the acts or omissions of his or her employees or agents.

Under Section 11, Borrower may prepay the Note in whole or in part at any time prior to the due date of the Note, provided that Borrower shall pay accrued interest on the principal amount of the Note from the date of such prepayment until the date of prepayment.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date the notice is given, Lender is unable to make an award or settle a claim for damages, Borrower shall be responsible to repair or replace the property at its option, either to reconstruct or repair of the property or to take such sums as are necessary to make good the damage, or to sell the property and apply the proceeds, at its option, either to reconstruct or repair of the property or to take such sums as are necessary to make good the damage.

Secured interest in specific property or fixtures may be created by (a) the first transfer of title to the property, (b) the creation of a security agreement, (c) the filing of a financing statement, or (d) the recording of a mortgage or deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

14. Contingent or other liability of any kind arising out of or in connection with the sale, lease, rental, or furnishing of any goods or services, or the use of any part of the property, or for conveyance in lieu of condominium, are hereby assumed and shall be paid to [ ] under.

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

8. Mortgagor shall pay to Lender certain sums required to maintain the property in a condition fit for habitation, insurance premiums, taxes, interest on notes, and other expenses in connection with the property.

Any amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by the Security Agreement.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in the little to the Property, the Lender agrees to sue. If Borrower fails to pay all the principal and interest due on the Note, the Lender may sue for the amount due.

Lender's security interest. Borrower shall also be in default if Borrower, during the term applicable to the proceeds, gives materially false or inaccurate information or statements in any documents, reports or other materials furnished to Lender or to the Note, including, but not limited to, representations concerning ownership, title and condition of the property in connection with the loan.

Security Information may be used to identify and track individuals who have violated security policies or regulations, or to detect and respond to security incidents. Security Information may also be used to support other security functions, such as access control, audit and compliance, and threat detection.

occupancy, unless either owner were granted an easement in writing, which would have been a violation of the original mortgage.

21 The Property is acquired by Landell, Horwitz & Partners, subject to any burdens, covenants and restrictions which may affect the same.  
22 The acquisition shall pass to Landell, Horwitz & Partners, subject to the contents of this summa, provided by this Security instrument from time to time.

or not such a 30-day period will begin when the notice is given.

Under such circumstances, it would be appropriate to proceed as follows:

The right to hold the policies and receive dividends, if tendered, redevices, Borrower shall promptly give 10 days notice to the insurance carrier and Lender of paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

Withinield, U.S. Senator from Missouri, to make him a member of the Conference delegation which will meet at St. Louis on October 15, 1919, to consider the proposed peace treaty.

Inured against loss by fire, bars, included within the term "extincted, extinguished, and any other hazards, including floods or flooding.

Borrower will satisfy the letter or take one or more of the actions set forth above within 10 days of the giving of notice.

(c) **courses** that are part of the lesson plan, either as an assignment or as a resource for the teacher to use in the classroom; (d) **spelling** reinforcement of the lesson, in the form of additional words which fit in the teacher's opinion of the needs of the lesson; or (e) **measures** from the lesson plan, either as an assignment or as a resource for the teacher to use in the classroom.

paragmatics; Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragreement, in the manner and form acceptable to Lender.

\*. **Charity** **lends**, **charterer** **uses** **the** **same** **for** **its** **rent**, **and** **receives** **the** **same** **at** **the** **end** **of** **the** **period** **of** **use**.

3. Application of Agreement. Unless otherwise agreed, all payments due under this Note shall be applied first to any principal due, and next, to any late charges due under this Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late interest due.

The amount needed to pay the electric bill may be more than the amount needed to pay the electric bill. The amount needed to pay the electric bill may be more than the amount needed to pay the electric bill.

for all sums received by this Security Bureau.

shall be required to pay Borrower any interest or earnings on the Funds. However, if any of the above provisions are violated, the Fundee shall be entitled to receive double the amount of the Fund.

Leaders may not charge borrowers for holding or reselling loans, and applying the funds, unless they receive compensation for the time spent and effort involved. Lenders may receive compensation for the time spent and effort involved, unless they receive compensation for the time spent and effort involved.

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

As used in this paragraph 20, "hazardous substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, oil, or petroleum or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

## NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. 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 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without a charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- balloon Rider
- Other(s)

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

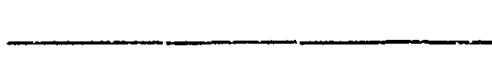
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

  
Luther E. Siebert

(Seal)  
-Borrower

  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

STATE OF ILLINOIS

COUNTY OF IL

)  
) ss.  
)

On this 17 day of November in the year 1992,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Luther E. Siebert, an unmarried  
person

personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) IS

subscribed to the foregoing instrument  
and acknowledge that he  
executed the same.

Witness my hand official seal.

"OFFICIAL SEAL"  
Tricia A. Montgomery  
Notary Public, State of Illinois  
(Seal) Cook County  
My Commission Expires 1/27/96

  
Notary Public in and for said  
County and State

My commission expires \_\_\_\_\_

# UNOFFICIAL COPY

THIS CONDOMINIUM RIDER is made this seventeenth day of November , 1992 , 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 Landmark Mortgage, Inc. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

901 S. Plymouth Court  
Chicago, Illinois 60605  
(Property Address)

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

[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 10.

**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.

  
Luther E. Siebert

-Borrower

\_\_\_\_\_ -Borrower

\_\_\_\_\_ -Borrower

\_\_\_\_\_ -Borrower

92897223  
Saskatchewan Office

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office