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1st AMERICAN TITLE order # C1459217 M.C.

86145064

DEPT-01 RECORDING \$29.50
T41111 1W41 2210 03/09/92 15:22:00
5274 L P X -S22- 15 1407
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 6 1992. The mortgagor is Mary A. Farrow, divorced and not since remarried. ("Borrower"). This Security Instrument is given to First Colonial Bank of Lake County which is organized and existing under the laws of the State of Illinois, and whose address is 850 N. Milwaukee Ave., Vernon Hills, Illinois 60061. ("Lender"). Borrower owes Lender the principal sum of One Hundred Thousand and no/100ths Dollars (U.S. \$100,000.00). 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 not paid earlier, due and payable on March 5, 1997. 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 1/6 IN COUNTRY HOMES OF HAMILTON CREEK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN LOTS IN HAMILTON CREEK SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM RECORDED DOCUMENT NO. 86145064 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 02-10-406-033-1054

which has the address of 183 W. Hamilton Drive, Palatine, IL
(Street) (City)
Illinois 60067 ("Property Address");
(Zip Code)

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.

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.

2950

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Ronnie S. Brewster
First Colonial Bank of Lake County
850 North Milwaukee Avenue
Vernon Hills, Illinois 60061-1528

THIS INSTRUMENT PREPARED BY AND RETURN TO:

(Space Below This Line Reserved For Leader and Recorder)

" OFFICIAL SEAL " MARINA LEVITAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/18/95

National Public
Health Service

Given under my hand and affixed seal this 6th day of March 1992

ארכט

I, John Doe, a Notary Public in and for said county and state, do hereby certify that Mary A. Farrow, divorced and now single, remarried, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes herein

STATE OF ILLINOIS.

—Barrowger
.....
(Seal)

Instrument and in any ride(s) executed by Borrower and recorded with it.
By witness where above agrees and consents to the terms and conditions contained in this security
agreement and in any ride(s) executed by Borrower and recorded with it.

- Advanced Rider
- Intermediate Rider
- Beginner Rider
- Graduated Pigeon Rider
- Planned Unit Development Rider
- Other(s) [Specify] _____

22. *Number of Homeless*: Borrower owes all right of homestead except in the Property.

23. *Security Instruments*: If one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-owners and agreeements of each such rider shall be incorporated into and shall amend and supplement the co-owners and agreeements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Other riders may be attached to this Security Instrument.

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment received in possession) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of appomited receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without further charge to borrower. However, Lender shall pay any recordation costs.

19. Acceleration of any provision of agreement or arrangement between Borrower and Lender shall give notice to Borrower to accelerate payment of all amounts due under this Security Instrument prior to the date specified in the notice.

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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 sums 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 covered 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.

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13. Borrower's Right to Remittee. If Borrower makes certain conditions, Borrower shall have the right to have application of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) for remittance sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment entitling this Security instrument. Those conditions are that Borrower pays security instruments which then would be due under this Security instrument and the Note had no acceleration (a), pays any default of any other payments or agreements of any kind; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may require to assure the law of this Security instrument. Lender's rights in the Property and Borrower's obligation to pay the dues of this Security instrument shall remain fully effective as if no acceleration had occurred, however, this Security instrument shall not apply in the case of acceleration under paragraphs 13 or 17.

If I consider exercises this option, I need to give borrower notice of acceleration, i.e. notice such provider has not less than 30 days from the date the notice is delivered or mailed within which borrower must pay all sums secured by this Security instrument. If borrower fails to pay these sums prior to the expiration of this period, I under my invoke any remedies permitted by this Security instrument without further notice or demand of foreclosure.

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

17. Transfer of the Beneficial Interest in Borrower. If all or any part of the property of any person in his sole or beneficial interest in Borrower is sold or transferred for a benefit of another, Lender may, at his option, require immediate payment in full of all sums specified by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security Instrument.

Note can be given to each individual participant in the community panel, to whom the Note is sent by the Secretary of this Note and of this Society Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is held invalid or unenforceable, such conflict shall not affect other provisions of this Security Instrument and the Note which can be given effect without the conflicting provision. To the extent that any provision of this Security Instrument is held invalid or unenforceable, it shall be severed from the rest of this Security Instrument and the Note.

provided for in this security instrument shall be deemed to have been given to both parties, either written or by telephone, in this paragraph.

14. Notices. Any notice to Borrower or its Security Instruments shall be given by delivery in or by mailing to first class mail unless specifically provided for in this Agreement. The notice shall be given by delivery in or by mailing to Borrower's principal place of business at the address set forth above. Any notice to Borrower or its Security Instruments shall be deemed given to Borrower when given as provided for in this Agreement.

13. Legislation Affecting Lenders' Rights. It enacts that the application of applicable law shall be determined by the Note or this Security Instrument unless otherwise agreed to in writing by the parties.

11. Successors and assigns; bound; joint and several liability; co-signers. The covenants and agreements of this Security Instrument shall bind the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's executors, administrators and successors shall be joint and several liability to satisfy the terms of this Security Instrument entirely to pay to Creditor the amounts due hereunder. Any Borrower who co-signs this Security Instrument but does not execute the same, (a) is so signifying his/her intent to be personally liable for the obligations of the other Borrower(s), and (b) agrees that his/her signature on this Security Instrument binds him/her to the same extent as if he/she had signed it personally. Any other Borrower may agree to extend the time for payment of the principal amount of the Note by giving notice to Creditor in writing. If the loan secured by this instrument is subject to a law which sets maximum loan charges or fees, the Borrower's consent is required.

shall not be a waiver of or preclude the exercise of any right or remedy by the assignee or any other party in interest, if any such claim or cause of action exists.

make an award of 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 applies the proceeds, at its option, either to restoration or repayment of the property or to the sums secured by this Security Instrument, whether or not there due.

In the event of a total 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, the proceeds paid to Borrower, with any excess paid to Borrower, within thirty days after notice by Lender to Borrower, or if the notice is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned offers to pay before the taking, the amount of the sums secured by this Security instrument shall be reduced by the amount of the proceeds multipled by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

9. **Condemnation.** The proceeds of any award of claim for damage, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 6th day of March, 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

First Colonial Bank of Lake County (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
183 W. Hamilton Drive, Palatine, Illinois 60067

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as *Country Homes of Hamilton Creek 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 7 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 8 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 reparation or repair following a loss to the Property, whether to the unit or to common elements, and 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 reasonably necessary to insure that the Owner 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, losses or expenses, 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 I shall be one additional debt of Borrower created by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, the amount shall bear interest from the date of disbursement at the Note rate and shall be payable with interest upon take-over by Lender or Borrower requesting payment.

BY SIGNING BELOW Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Mary A. Yarrow
Mary A. Yarrow

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower