

# UNOFFICIAL COPY

9 4 3 0 0 3

Return Recorded Here by  
Bank One Mortgage Corporation  
9399 W Higgins Road 4th Floor  
Rosemont, IL 60018  
Attn: Post Closing Department



94300839

MIMD 074484 OF

[Space Above This Line For Recording Data]

## MORTGAGE

DEPT-01 RECORDING \$37.50  
TRAN 1059 04/05/94 11:40:00  
\* - 94 - 300839  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **March 31, 1994** . The mortgagor is

**LINDA KABOTA, SINGLE PERSON (WAS MARRIED)**

("Borrower"). This Security Instrument is given to **NOTE SHORE MORTGAGE & FINANCIAL**

FIRST AMERICAN TITLE

which is organized and existing under the laws of **THE STATE OF ILLINOIS** , and whose  
address is **578 LINCOLN AVENUE**  
**WINNETKA, IL 60093** ("Lender"). Borrower owes Lender the principal sum of  
**Sixty Thousand and No/100** -----  
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 not paid earlier, due and payable on **April 1, 1994** . 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  
**BOOK** County, Illinois:

**PTN NUMBER: 04-10-904-000-1002.**

**SEE ATTACHED EXHIBIT "A"**

which has the address of **1448 SHERMAN RD, BOX #2A** **NORTHBROOK**  
Illinois **60062** ("Property Address");  
[Zip Code]

3750  
①

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 4

Form 9014 8/90  
Amended 5/91

© 1994 (3/90)

VMP MORTGAGE FORMS - (313)233-8100 - (300)621-7201

Initial: *JK*

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Form 0814 (8/81)

1981-01-01

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 easements and appurtenances shall also be covered by this Security Instrument.

Borrower COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right in mortgage, grant and convey the Property and that the Property is not encumbered, 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 contains certain covenants for certain use and non-use covenants covering with this instrument by jurisdiction to constitute a certain local, general covering and property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of principal and interest; Payment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any payment 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, and the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may be levied on the Property; (b) yearly assessments on the Property; (c) yearly assessments on the Property; (d) yearly assessments on the Property; (e) yearly assessments on the Property; (f) any sums payable by Borrower to Lender, in accordance with the provisions of the Note, in full of the payment of mortgage insurance premiums. Those sums are called "Funds". 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 receive 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. Section 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.

The Funds shall be held in an escrow account whose deposits are insured by a federal agency, institutionally, or entity (including Lender, if Lender is such an institution) or any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow item. Lender may not charge Borrower for holding and applying the Funds, annually making the escrow account, or working the escrow item, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraising service used by Lender in connection with the loan, unless applicable law provides otherwise. Lender may require an escrow or applicable law requires interest to be paid. Lender shall not be required to pay or Borrower any interest or charges on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the amount Funds in excess with the requirements of applicable law. If at a moment of the Funds held by Lender at any time it is not sufficient to pay the escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay monthly payments to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve (12) months, at Lender's sole discretion.

Lender 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 21, Lender shall acquire or sell the Property, Lender, if so, to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges. Lender, Borrower shall pay all taxes, assessments, charges, fees and impositions which are to the Property which may be levied on the Property, and payment of the Security Instrument, and payment of the Note, 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 records evidencing the payments.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in full, subject to the agreement which in the Lender's opinion operates to prevent the enforcement of the lien or (b) secures from the holder of the lien an agreement satisfactory to Lender evidencing the lien to the Security Instrument. Lender covenants that any lien which has priority over the Security Instrument shall be subject to a lien which may have priority over the Security Instrument. Lender may give Borrower a notice identifying the lien to the Security Instrument. Lender covenants that any lien which has priority over the Security Instrument shall be subject to a lien which may have priority over the Security Instrument. Lender may give Borrower a notice identifying the lien to the Security Instrument. Lender covenants that any lien which has priority over the Security Instrument shall be subject to a lien which may have priority over the Security Instrument.

5. Assignment of Payments. Unless applicable law provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

6. Changes. Lender, Borrower shall pay all taxes, assessments, charges, fees and impositions which are to the Property which may be levied on the Property, and payment of the Security Instrument, and payment of the Note, 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 records evidencing the payments.

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7. Assignment of Payments. Unless applicable law provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

8. Changes. Lender, Borrower shall pay all taxes, assessments, charges, fees and impositions which are to the Property which may be levied on the Property, and payment of the Security Instrument, and payment of the Note, 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 records evidencing the payments.

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **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.

10. **Condemnation.** The proceeds of any award or claim for damages, 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.

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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are 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 Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums 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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. 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.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants 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, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest 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 limit; and (b) any sums already collected from Borrower which exceeded 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 without any prepayment charge under the Note.

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

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the 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 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.

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8. **Blanket or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, theft, burglary, including theft or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount and for the period 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 loaned by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not make payment 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 regularly scheduled payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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.

9. **Occupancy, Possession, Use, Access and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, own, use, possess, and control the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless existing circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste or other acts which are in violation of applicable laws, ordinances or regulations. Borrower shall not permit any third party to occupy, use, possess, or control the Property in violation of applicable laws, ordinances or regulations. Borrower shall not permit any third party to use the Property for any purpose other than as a principal residence. Borrower shall not permit any third party to use the Property for any purpose other than as a principal residence. Borrower shall not permit any third party to use the Property for any purpose other than as a principal residence. Borrower shall not permit any third party to use the Property for any purpose other than as a principal residence.

10. **Protection of Lender's Rights in the Property.** 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 forfeiture 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 attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 10, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 10 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.

11. **Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loan reserve in lieu of mortgage insurance. Loss reserve

8/08 (2014)

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16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and 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 Lender'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 prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 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, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstatement.** 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 law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in 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 lien of this Security Instrument and Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances which are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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, other flammable 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 charge to Borrower. Borrower shall pay any recordation costs.

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

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OFFICIAL SEAL  
 PATRICK J. ANDERSON  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 11/15/2011

This instrument was prepared by: **JERRY WEINSTEIN**  
**HANC HSE MORTGAGE CORPORATION**  
 Page 3 of 8

My Commission Expires: \_\_\_\_\_  
 Notary Public: \_\_\_\_\_

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011, I, the Notary Public, have signed and delivered the said instrument as hereinafter described to the foregoing instrument, appeared before me this day in person, and acknowledged that he is personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, and purposes therein set forth.

STATE OF ILLINOIS,  
 County of: \_\_\_\_\_

\_\_\_\_\_ Borrower (Seal)  
 \_\_\_\_\_ Borrower (Seal)  
 \_\_\_\_\_ Borrower (Seal)

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.

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

(833) 986-8339

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9470037

## EXHIBIT "A"

UNIT NO. 2-A IS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"); LOTS 18 TO 23, BOTH INCLUSIVE IN BLOCK 1 AND PARTS OF VACATED STREETS AND ALLEYS IN FIRST ADDITION TO NORTHBROOK MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 (EXCEPT THE EAST 30 FEET TAKEN FOR STREET), AND THAT PART OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 LYING EAST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AND THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 (EXCEPT RAILROAD), IN SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTH 8 RODS (MEASURED ON THE WEST LINE) OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE CITADEL CONDOMINIUM OF NORTHBROOK ASSOCIATION ("DECLARATION") MADE BY DEVON BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 28, 1977 AND KNOWN AS TRUST NO. 3087 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON SEPTEMBER 30, 1977 AS DOCUMENT NO. 2413013, TOGETHER WITH AN UNDIVIDED 1.6504 INTEREST IN THE PARCEL (EXCEPTING FROM THE PARCEL ALL OF THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY.

FIN NUMBER: 04-10-304-009-1002

Recorder's Office

94376839



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Property of Cook County Clerk's Office

638 2856 839





CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 31st day of March, 1994 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 NORTH BROOK MORTGAGE A FINANCIAL

(the "Lender")

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

#2A JV  
1445 SHERMER RD, #2A, NORTHBROOK, ILLINOIS 60062

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: G177531 CONDOMINIUM OF NORTHBROOK 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 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

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UNOFFICIAL COPY

(Seal) \_\_\_\_\_ Borrower
(Seal) \_\_\_\_\_ Borrower
(Seal) \_\_\_\_\_ Borrower
(Seal) \_\_\_\_\_ Borrower

Handwritten signature: K. K. K. K.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium...
F. Borrower...
(1) the abandonment or termination of the Condominium Project...
(2) any amendment to any provision of the Condominium Documents...

Property of Cook County Clerk

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