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This instrument was prepared by  
 Name: Advantage Bank FSB  
 (Address) 5935 7th Ave Kenosha WI 53140

Quinn Maroney  
346 W. Miner Street - Unit 2A  
Arlington Heights IL 60005

ADVANTAGE BANK FSB  
 5935 SEVENTH AVENUE, P.O. BOX 728  
 KENOSHA, WISCONSIN 53140

MORTGAGOR  
 \*I includes each mortgagor above.

MORTGAGEE  
 \*You means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, Quinn Maroney - Single Person  
N/A mortgage and warrant to you to secure the payment of the secured debt described below, on August 23, 1995  
N/A the real estate described below and all rights, easements, appurtenances, rents, leases and existing and  
 future improvements and fixtures (all called the "property").  
 PROPERTY ADDRESS: 346 W. Miner St- Unit 2A, Arlington Heights, Illinois 60005  
 (Street) (City) (Zip Code)

LEGAL DESCRIPTION:  
 See Attached For Legal Description:

95590623

Lawyers Title Insurance Corporation

DEPT-01 RECORDING \$27.50  
 T#0014 TRAN 7393 09/05/95 14:55:00  
 #3018 # JW \*-95-590623  
 COOK COUNTY RECORDER

Tax No. 03-30-414-017-1068

T-01600

DEPT-10 PENALTY \$24.00

located in Cook County, Illinois.  
 TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and  
 assessments not yet due and N/A

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this  
 mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this  
 mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof):  
 Installment note in the amount of 11,557.85 dated August 23, 1995

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced.  
 Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on  
 the date this mortgage is executed.

Revolving credit loan agreement dated N/A, with initial annual interest rate of N/A %.  
 All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the  
 agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on August 23, 1998 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of  
Eleven-Thousand Five-Hundred Fifty-Seven & 85/100 dollars (\$ 11,557.85),  
 plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such  
 disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.  
 A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part  
 hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any orders described below and signed by me.

Commercial  Construction

SIGNATURES:

Quinn Maroney  
 Quinn Maroney

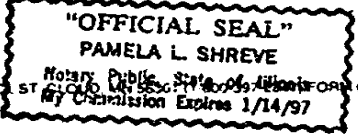
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ACKNOWLEDGMENT: STATE OF ILLINOIS, Cook County ss:  
 The foregoing instrument was acknowledged before me this 23rd day of August 1995  
 by Quinn Maroney, a single man

Corporate or  
 Partnership  
 Acknowledgment

of \_\_\_\_\_ (Name of Corporation or Partnership)  
 a \_\_\_\_\_ on behalf of the corporation or partnership.

My commission expires: 1-14-97



Pamela L. Shreve  
 (Notary Public)

Property of

1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may foreclose this mortgage in the manner provided by law.
7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
9. **Leaseholds; Condemnation; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If the condominium or planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Perform for Mortgagee.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
- Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.
- Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver.** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
14. **Joint and Several Liability; Co-signers; Successors and Assignees Bound.** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
- The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
15. **Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the other address which you have designated.
- Any notice shall be deemed to have been given to either of us when given in the manner listed above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgage is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
17. **Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 23rd day of August, 1995, 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 the Borrower's Note to \_\_\_\_\_

\_\_\_\_\_ (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

346 W MINER ST UNIT 2A ARLINGTON HEIGHTS, IL 60005

[Property Address]

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

The Countyards 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 the 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 (1/12) 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 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.

 (Seal)  
QUINN R. MARONEY  
Borrower

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

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

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

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LAWYERS TITLE INSURANCE CORPORATION

Exhibit B - Case Number: T-01600

Unit No. 346-2A in The Countyards Condominium, together with its undivided percentage interest in the common elements, as defined and delineated in the Declaration of Condominium recorded as Document Number 25110867, as amended from time to time, of Lots 1, 2, and 3 and the East 80.96 feet of the South 333.47 feet of Lot 4, all in Underhill's Addition to the Town of Dunton, being a Subdivision of part of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

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