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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 25, 1986. The mortgagor is Sheila Stafford Sizer, Divorced and not since remarried. ("Borrower"). This Security Instrument is given to Sears Mortgage Corporation, which is organized and existing under the laws of Ohio, and whose address is 300 Knightsbridge Parkway, Lincolnshire, Illinois 60069 ("Lender"). Borrower owes Lender the principal sum of Fifty Three Thousand Five Hundred and NO/100~~-----~~ Dollars (U.S. \$ 53,500.00). 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 August 1, 2016. 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 No. 4134-D in DEARLOVE COVE CONDOMINIUMS as delineated on a survey of the following described real estate:

Lot 1 in Dearlove Apartments being a subdivision of part of the North 1/2 of the South 1/2 of Section 32, and of part of Lots 3 and 12 in County Clerk's Division of said Section 32, all in Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof Registered in the Office of the Registrar of Titles of Cook County, Illinois as Document Number 3070228 and recorded as Document Number 24785685, all in Cook County, Illinois.

which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document No. 25288521 and registered as Document No. 3137378 together with its undivided percentage interest in the common elements.

04-32-401-125-1259
which has the address of 41340 Cove Lane
[Street] Glenvie
Illinois 60025
[Zip Code] ("Property Address")

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

BORROWER COVENANTS that Borrower is lawfully 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.

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800 S. HILMARKE AV. BULLE 244

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LITTLE TUNIS BOUTIQUE HOTEL & GOURMET COTTAGE

This instrument was prepared by:

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My Commission expires: 10/24/89

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Instrument and in any other(s) executed by Dotorow and recorded with it.
BY SIGNING BELOW, BORROWER accepts and agrees to the terms and conditions contained in this Security
Agreement.

22. **Waiver of Homelessness.** Borrower waives all right of homestead exemption in the Property.

23. **Risk and Security Instruments.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the terms and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this instrument (hereinafter collectively referred to as the "Riders").

but not limited to, reasonable attorney fees and costs of due diligence.

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 duly judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or other income therefrom.

21. Recollection of rents. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of collection of rents, including, but not limited to, receiver's fees, premiums on receivable's bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument.

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

19. Acceleration of Remodeling: Lenders shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement; in this Security Interest (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the debt(s); (b) the action required to cure the debt(s); (c) a date, no later than 30 days from the date the notice is given to Borrower, by which the debt(s) must be cured; and (d) that failure to cure the debt(s) on or before the date specified in the notice may result in acceleration of the sum secured by this Security Interest; (e) the date specified in the notice to Borrower, by which the debt(s) may result in acceleration of the sum secured by this Security Interest; (f) the amount of all expenses incurred in pursuing the remedies provided in this paragraph 19, including legal fees.

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

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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.

9. 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, 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.

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.

10. 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.

11. 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.

12. 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. 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.

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 Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 3 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 had no acceleration 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, 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 paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph, if Lender does not have to do so, 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 at the rate and date of disbursement set forth in the Note.

6. Preservation and Maintenance of Property: Lessees shall comply with all laws and regulations.

Unless Lender and Borrower otherwise agree in writing, if the restoration or repair is economically feasible and Lender's security is not lessened, if to the satisfaction of Lender and Borrower or to pay sums secured by this Security Instrument, whether or not then due, Lender may use the period of repair as a claim, then Lender may collect the insurance proceeds. Lender may use the period of repair as a notice from Lender to Borrower to abandon the Property, or does not answer within 30 days a notice from Lender, either to restore the Property or to settle a claim, then Lender may collect the insurance proceeds.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause.
Lennder shall have the right to hold the policies and renewals. If Lennder renews, Borrower shall promptly give to Lennder all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly notice to the insurance carrier and Lennder. Lennder may make proof of loss if not made promptly by Borrower.

or the giving of notice.

Borrower shall promptly disclose, as may then which has priority over the Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; or (b) consents in good faith to the enforcement of the obligations secured by the lien in the manner acceptable to Lender.

Note: (Third, to amounts payable under paragraph 2; fourth, to interests due; and so on, to principal due.)
4. Changes of Laws, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue over this security instrument, and leasehold payments or ground rents, if any. Borrower shall pay these debts, and in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promulgate directly to the power makes these payments directly. Borrower shall promulgate to Lender to be paid under this paragraph. If Lender's power makes these payments directly, Borrower shall promulgate to Lender to collect evidence of the payments.

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.

at Borrower's option, either promptly repaid to Borrower or resold to pay the amounts due, Borrower shall pay to Lender any amount of the Funds held by Lender in not sufficient to pay the second items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one of all Secured by the instrument, Lender shall promply refund to Borrower upon payment in full of all funds received by Lender under paragraph 19 if under paragraph 19 the Property is sold or required by Lender, Lender shall apply, no later than Funds held by Lender.

If the due dates of the screw items, shall exceed the amount required to pay the screw items when due, the Funds payable prior to the due date of the screw items, shall be paid to the screw items as soon as possible, if the screw items have been delivered to the Fund prior to the due date of the screw items.

The Funds shall be held in an insurable account of the depository which are insured by a federal basis of current depository institutions or insurance companies.

one-over-all which of (a) yearly taxes and assessments which may affect the security instruments; (b) yearly leasehold payments or rents on the property over this security instruments; (c) yearly hazard insurance premiums; and (d) yearly motor-vehicle insurance premiums, if any. These items are called "crown items." Lender may estimate the funds due on the

1. Payment of Pre-debt Interest and Late Charge.
2. Funds for Taxes and Expenses.
3. Lenders for Note and Any Recourse.

The principal and interest on the debt evidenced by the Note and any payment due under the Note is paid in full, a sum ("Funds") equal to Lenders for Note and any Recourse. Subject to applicable law or to written waiver by Lenders, Borrower shall pay Lenders for Note and any Recourse.

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

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25th day of July 19 86, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to

Sears Mortgage Corporation
(herein "Lender") and covering the Property described in the security instrument and located at 4134 D Cove Lane Glenview, IL 60025

(Property Address)

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

Dearlove Cove

(Name of Condominium Project)

(herein "Condominium Project").

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such 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 such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided 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 material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

Sheila Stafford Siger
Sheila Stafford Siger
—Borrower

—Borrower

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