

THIS CONDOMINIUM RIDER is made this 25th day of March 1989, 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 Fidelity Federal Savings Bank, 5455 N. Belmont Ave., Chicago, Ill., 60641 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 944 N. Northwest Highway, #107 Park Ridge, Illinois, 60068 (Property Address)

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

THE "CHATEAU CHARLEVOIX" CONDOMINIUM

(the "Condominium Project"). If the owners as association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

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

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

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;

(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.

Merryrose Wurtz (Seal) Lender

Loan No. HI 975-0

(Seal) Borrower

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01/05/2016

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after

ITEM 1.

UNIT 107 as shown in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the _____ day of _____ September 1965. as Document Number 242307

ITEM 2.

An Undivided _____ interest (except for the parts delineated and described in said survey) in and to the following Described Premises:

LOTS TWO (2), THREE (3), FOUR (4) AND FIVE (5) in Seydor's Subdivision of part of Lot 1 in "Millet's Subdivision of that part of the East Half (1/2) of the North East Quarter (1/4) of Section 27, Township 03 North, Range 12, East of the Third Principal Meridian, that lies North of the Northeastly line of the right-of-way of the Chicago and North Western Ry. Co., and South of the center line of Rand Road together with Lots 6, 7 and Lot "A" in S. Roy Ferry Co.'s "Pine Haven", being a Subdivision of parts of that part Northeastly of the Northeastly line of right-of-way of Chicago & North Western Ry. Co., of the West Half (1/2) of the North East Quarter (1/4) of Section 2, Township 03 North, Range 12, East of the Third Principal Meridian.

ALSO

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LOT TWENTY SEVEN (27) in Dale D. Sheets Co.'s First Addition to Pine Haven, being a Subdivision of part of the North East Quarter (1/4) of Section 27, Township 02 North, Range 12, East of the Third Principal Meridian, Cook County, Illinois, according to the Plat thereof registered June 22, 1929, as Document Number 66596.

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NOTE IDENTIFIED

MORTGAGE

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THIS INDENTURE WITNESSETH, that Merrycrose Wurtz, divorced and not since remarried

herein referred to as "Mortgagors", being indebted to FIDELITY FEDERAL SAVINGS BANK, a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, hereinafter referred to as the Mortgagee, in the sum of SIXTEEN THOUSAND SIX HUNDRED FORTY SEVEN AND 00/100 (\$ 16,647.00) Dollars evidenced by the promissory note of Mortgagors of even date herewith payable to the order of Mortgagee in installments as follows:

60 installments of \$ 277.45 each, beginning on May 1, 19 89 and continuing on the same day of each month thereafter until the entire sum is paid, MORTGAGE AND WARRANT to Mortgagee, its successors and assigns

the following real estate situated in the County of Cook, State of Illinois, and all right to retain possession of said real estate (except in payment for breach of any of the covenants and agreements herein contained), to-wit:

Tax No. 09-27-208-038-1007
Property Address: 144 N. Northwest Hwy., #107 Park Ridge, Ill. 60068

which with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, cements, fixtures, and appurtenances, services, heating, and all rents, issues and profits thereon for now and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and in a priority with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, heating, air conditioning or centrally controlled, and ventilation, including (without restricting the foregoing) air conditioning, storm doors and windows, heat covering, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all items of apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as a constitutive part of the real estate.

This Mortgage is a second lien in the premises mortgaged thereby, and is subject to a first mortgage on the same premises dated 04-16, 19 87.

Filed or recorded 05-12, 19 87 in document number 36160021 for all of which reference is made to the rules required by the last named Mortgagee and their provisions specifically therein.

* CONDOMINIUM DISC. ATTACHED

THE MORTGAGOR COVENANTS

- Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien, not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon request a satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the note; (4) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to collect.
- Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under a policy provided for payment by the insurance companies (money sufficient to pay the cost of replacing or repairing the same or to pay full the amount of loss or damage sustained) on a non-cancelable basis to the holders of the note, under a policy or policies payable, in case of loss or damage, to Mortgagee or to holder of the note (as evidenced by a certificate of assignment of mortgage) and shall keep such policies in full force and effect and renew such policies as they expire and shall furnish to Mortgagee or to holder of the note a copy of such policies not less than 30 days prior to the expiration of such policies.
- In the event of any loss or damage to the premises or any improvements thereon, Mortgagors shall pay to Mortgagee or to holder of the note the full amount of such loss or damage, and shall pay the cost of replacing or repairing the same or to pay full the amount of loss or damage sustained, and shall pay the cost of any special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to collect.
- The Mortgagee or the holder of the note hereby authorized relating to taxes and assessments to be so secured by any bill, statement or estimate procured from the appropriate public officials with due diligence into the full amount of such taxes, assessments, water charges, sewer service charges, and other charges against the premises.
- Mortgagors shall pay each item of indebtedness herein mentioned both principal and interest, when due according to the terms hereof, or at the option of the holder of the note, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall, without delay, with or without notice to the Mortgagors to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

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7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any such foreclosure the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the note for a survey, fees, appraiser's fees, outlays for documentary and export evidence, string and staple charges, publication costs and costs (which may be established as owing to be expended after entry of the decree) of preparing all such abstracts of title, title searches, abstracts of title, guarantee policies, Torrens certificates and similar data and assurances with respect to title as may be required of the holder of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree (such as condition of the title to or the value of the premises). All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of an action for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof are secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the true value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or useful in such cases for the protection, preservation, care, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree enforcing this Mortgage or any tax, special assessment or other lien which may be or become a lien on the premises or the land hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Mortgagee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. IN THE EVENT the Mortgagee transfers title to the within described property to any purchaser without the prior approval in writing by the Mortgagee, then at the option of the Mortgagee, the debt incurred by this instrument shall immediately become due and payable.

THIS IS A JUNIOR MORTGAGE

WITNESS the hand and seal of Mortgagee this 25th day of March 19 89.

Herryrose Wurtz (SEAL) _____ (SEAL)
 Herryrose Wurtz (SEAL) _____ (SEAL)

STATE OF ILLINOIS, I, the undersigned

County of Cook, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Herryrose Wurtz, divorced and not since remarried

is personally known to me to be the same person whose name is subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said mortgage as a free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

GIVEN under my hand and Notarial Seal this 25 day of March A.D. 19 89

NOTARY EXPIRES 3/11/89

Notary Public

CHICAGO TITLE INS. 109 525

Deliver to: CHICAGO TITLE INS. 3782616

Chicago Title Ins. Dept. 3782616

Chicago Title Ins. Dept. 3782616

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