

UNOFFICIAL COPY

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over his Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened, if the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

383-1476

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This SECTION II STATEMENT combines uniform conventions for national use and non-uniform conventions with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Illinois
60067
(210 Code)

("Property Address");

PALATINE

METTE-UNIT 320

which has the address of 950 EAST WILMINGTON-UNIT 320 PLATINE

02-24-105-021-2077

SEE ATTACHED RIDER

(“Borrower”), This Security Instrument is given to NBD MORTGAGE COMPANY
OF ILLINOIS, ITS SUCCESSORS AND/OR ASSIGNS
which is organized and existing under the laws of THE STATE OF ILLINOIS
2000 SOUTH MABERVILLE ROAD
WEATON, ILLINOIS 60187
and whose address is
“Lender”.)

1989 THIS MORTGAGE ("Security Instrument") is given on JULY 31
1989, the mortgagor's DOROTHY M. BORKOWSKI, ~~and~~ DIVORCED AND
NOT SINCE REMARRIED *Doris*

MORTGAGE U1344118

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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 co-defendant 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 exceed 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) 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 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.

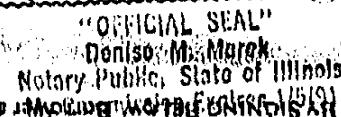
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MULTISTATE CONDOMINIUM RIDER—Family Finance—FNUA/FNUM INSTRUMENT
Form 3140 12/83

(See Definitions)
 Borrower
 (Seller)
 (Buyer)
 (Agent)
 (Seller)
 (Buyer)
 (Agent)

DOROTHY A. BOKOWSKI



WITNESSED BY DOROTHY A. BOKOWSKI, who accepts to the terms and provisions contained in this Condominium Rider.

Any amendment to this Note rate shall be payable, with interest, upon notice from Lender to do power requested from the date of instrument. Unless otherwise agreed by Lender under this paragraph, shall become payable at time and manner set forth in debt of Borrower, except for security provided by the Seller.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them, the Owners Association unaccrued to Lender.

(iv) Any action which would have the effect of rendering the public liability insurance coverage maintained by or

(iii) termination of professional management and assumption of all real-maintenance of the Owners Association;

Lender;

(ii) any amendment to any provision of the Constitution of the Corporation if the provision is for the express benefit of required by law in the case of substantial deterioration of the condition of a building by condemnation or

((i)) the abandonment or termination of the corporation of the Corporation, except for abandonment or termination connection, either partial or subdivision of property or conversion to

E. Lender, a Professional Borrower shall do; accept after notice to Lender and with Lender's prior written application by Lender to this sum secured by the security instrument mentioned in Instrument Convention 9.

shall be applied by Lender in lieu of judgment in it, are hereby assigned and shall be paid to Lender. Such proceedings

D. Condemnation. The proceeds of any condemnation or other taking of all or any part of the Property, whether or otherwise to Lender in connection with any condemnation or other taking, a award or claim for damages, directly or consequential, payable to Borrower in association with a public liability insurance acceptable to Lender.

C. Public Liability Insurance. Any liability arising out of acts of negligence as may be reasonably to insure that the Owners

Borrower shall give Lender a form of liability insurance to the hazard insurance payable to Borrower.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or following a loss to the property, whether to the full or to some elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the hazard insurance, with any excess paid to Borrower.

In the event of a distribution to the Lender for application to the hazard insurance to the reasonable coverage to be determined shall be given Lender a form of liability insurance to insure that the Owners

((i)) Borrower applies to the hazard insurance on the property and the year of issuance of coverage is provided by the Owners.

((ii)) Borrower distributes the hazard insurance on the property and the year of issuance of coverage is provided by the Owners.

will be given Lender a form of liability insurance to the hazard insurance to the reasonable coverage is provided by the Owners.

B. Hazard Insurance. So long as the Condominium Coverage is to maintain hazard insurance coverage on the property, a

coverage in the term "action and coverage", then

"Master" or "Underwriter" policy on the Condominium Coverage which is subject to Lender's rights and which provides insurance

Project), etc., when due, all dues and assessments hypothesized pursuant to the Condominium documents. Borrower shall

Project, Condominium Documents, the "Condominium Documents" are the ((i)) Declaration of any other document which

A. Condominium Documents, Borrower shall provide all of the Condominium documents under the Condominium

Borrower and Lender further covenant and agree as follows:

CONDOMINIUM COVENANTS. In addition to the foregoing and agreements made in the Condominium instrument,

includes Borrower's interest in the Owners Association and the use, proceeds under benefits of Borrower's interest.

((i)) "Condominium Project", if the Owners Association or other entity which acts for the Condominium Project also

((ii)) "Condominium Project", if the Owners Association or other entity which acts for the Condominium Project also

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known as:

MILLWOODCREEK/7

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

(Property Address)

950 E. MILLTERRACE , UNIT 320 , PALATINE, ILLINOIS 60067

of the same date and covering the property described in the Security Instrument the Condominium Project

((the "Condominium Project"), if the Owners Association or other entity which acts for the Condominium Project also

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CONDOMINIUM RIDER

UNOFFICIAL COPY

UNIT 320 IN WILLOW CREEK NUMBER 7 ASSOCIATION, A CONDOMINIUM, AS DELINQUENTED ON A SURVEY OF THE FOLLOWING DESCIBED REAL ESTATE; LOT 8, TOGETHER WITH THAT PART OF LOT 7 DESCIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EASTERLY 187.68 FEET, MORE OF LESS, TO A POINT IN THE WESTERLY LINE OF LOT 7 THAT IS 30 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF LOT 7 AS MEASURED ALONG SAID WEST LINE OF LOT 7, HENCE SOUTHWESTERLY ALONG THE SAID WEST LINE OF LOT 7 FOR 30 FEET TO THE PLACE OF BEGINNING, IN WILLOW CREEK APARTMENT ADDITION, BEING A RESUBDIVISION OF PART OF WILLOW CREEK, A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 28, 1970 AS DOCUMENT 2536651 (EXCEPTING THEREFROM THAT PART THEREOF LYING WITHIN THE INGRESS AND EGRESS EASEMENT AS SHOWN ON THE ACRESAID DECLARATION OF CONDOMINIUM REGISTERED WITH THE OFFICE OF THE REGISTRAR OF TITLES FILED AS DOCUMENT NUMBER 3238055, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED BY DOCUMENT NUMBER 3259104, IN COOK COUNTY, ILLINOIS.