

UNOFFICIAL COPY

This instrument was prepared by:

Thomas M. Breen
Attorney at Law
679 South Addison Road
Addison (Address) IL 60101

3970837

MORTGAGE

THIS MORTGAGE is made this 5th day of June, 1997, between the Mortgagor, Vito Brunetti and Debra Brunetti, husband and wife and Joanna Brunetti, a spinster (herein "Borrower"), and the Mortgagee, Joseph Marino, whose address is 1410 P. Russell Court, Arlington Heights, IL (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWO HUNDRED TEN THOUSAND AND NO/100 (\$210,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 5, 1997 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 5, 2021.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

DESCRIPTION OF PROPERTY

ITEM 1

UNIT 433-101 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 4th day of September 1991 as Document Number 3231053

ITEM 2

An Undivided 1.25% interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of the South Three Quarters (3/4) of the West Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point in the West line of the above mentioned tract, said point being 491.61 feet South of (as measured along said West line), the Northwest corner thereof; thence North 49°02'10" East, 763.04 feet to a point in the North line of said tract which is 376.26 feet East of (as measured along said North line), said Northwest corner; thence North 39°08'10" East, along said North line, 28.44 feet; thence South 00°04'00" East, 138.93 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Southeasterly, tangent to the last described course and having a radius of 115.00 feet, an arc distance of 91.81 feet; thence South 45°40'40" West, tangent to the last described curved line, 269.63 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 630.00 feet, an arc distance of 140.62 feet to a point of compound curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line and having a radius of 1634.00 feet, an arc distance of 65.40 feet; thence South 30°43'43" West, tangent to the last described curved line, 120.00 feet to a point of curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 380.00 feet, an arc distance of 32.00 feet (the chord of which arc bears South 28°10'58" West and measures 31.99 feet); thence North 40°57'30" West, 271.20 feet, to the point of beginning in Cook County, Illinois.

which has the address of 458 Perrille Drive, Units 102, 101, 201, 202, 301, and 302 Elk Grove Village, IL (herein "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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

XT-806 444-08
6/7/91 DEC APPROV RECOVERY OF CTIF 14

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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof 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 judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

24. Condominium Rider is incorporated into and shall amend and supplement the * covenants and agreements of this mortgage, contained in this Mortgage and the Condominium Rider executed by Borrower and recorded with this Mortgage.

3970837

[Signature]

 ---Borrower

 [Signature]

 ---Borrower

 [Signature]

 Borrower

STATE OF ILLINOIS, Cook County ss:

I, the undersigned, [Signature], a Notary Public in and for said county and state, do hereby certify that Vito Brunetti & Debra Brunetti, husband and wife and Joanna Brunetti, a spinster, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of June 19 91

My Commission expires:

[Signature]
 Notary Public



(Space Below This Line Reserved For Lender and Recorder)

Mail to:
 Thomas M. Breen
 Attorney at Law
 619 South Addison Road
 Addison, IL 60101
 (708) 834-890

CHICAGO, ILLINOIS 60601
 LAND TITLE CO.
 110 W. MONROE, 4th Floor

Submitted by
 680765
 3970837
 680765

RECORDING CLERK'S OFFICE
 3970837
 JUN 19 1991

1647267
 680765
 3970837

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ILLINOIS -- 1 to 4 Family -- 6/77 -- FHMMA/FHMO UNIFORM INSTRUMENT

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Courtesy 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

E1K Grove Village, IL (herein "Property Address");
(state and zip code)

which has the address of, 458, Partridge, Dn. Trg., Units, 102, 101, 201, 202, 301, and 202 (city)

08-27-02-102-1067
1070
1071
1072

Property of Cook County Clerk's Office

See attached legal descriptions containing six (6) separate legal descriptions which are attached hereto and made a part hereof.

1/27/01 DEK ATTORNEY RECORDING OF CITY

LAND TITLE CO
146/267, 146/271, 146/275
146/236, 146/233 & 146/237

AK

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NOTARY PUBLIC, STATE OF ILLINOIS
PATRICE MARCELL ANDERSON
619 South Addison Road
Addison, IL 60101
(708) 834-8990

Mail to:
Thomas M. Breen
Attorney at Law
619 South Addison Road
Addison, IL 60101
(708) 834-8990

3970837
CARGO MOBILE
REGISTRAR OF TITLES

Submitted by
Address

3970837
3970837

" OFFICIAL SEAL "
PATRICE MARCELL ANDERSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/29/94

Given under my hand and official seal, this 5th day of June, 19 91
My Commission expires:

set forth.
signed and delivered the said instrument as the true, free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they are
a spinster, personally known to me to be the same person(s) whose name(s) are

do hereby certify that Vito Brunetti & Debra Brunetti, husband and wife and Joanna Brunetti,

1. The undersigned, a Notary Public in and for said county and state,
STATE OF ILLINOIS, County ss:

Borrower
Borrower

24. Condominium Rider is incorporated into and shall amend and supplement the *
in Witness Whereof, Borrower has executed this Mortgage and the covenants and recorded
* covenants and agreements of this mortgage.

23. Waiver of Lien: Borrower hereby waives all right of homestead exemption in the Property.
to Borrower. Borrower shall pay all costs of recordation, if any.

22. Release: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge
to Borrower.

21. Rent: Borrower shall pay to Lender the rents of the Property, and at any time prior to the expiration
hereof or abandonment of the Property, provided that Borrower shall, prior to acceleration under paragraph 18

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entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those
of any period of redemption following judicial sale. Lender, by agent or by judicially appointed receiver, shall be

Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable
attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for

those rents actually received.
20. Assignment of Rents: Appointment of Receiver: Lender in Possession. As additional security hereunder, Borrower

no acceleration had occurred.
no acceleration had occurred.

in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpacted. Upon such
payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if

enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and
expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable

breaches of any other covenants or agreements of Borrower contained in this Mortgage; (b) Borrower cures all
this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under
prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under

Property of Cook County Clerk

3970837

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210
Vito Brunetti
Debra Brunetti
Joanna Brunetti

(Space Below This Line Reserved For Lender and Recorder)

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, preparation and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest and taxes and assessments which may accrue over the term of the Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for holding and applying the Funds, analyzing said accounts, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the time monthly installments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installment of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower setting payment thereof.

Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 1 hereof the Property is sold or the Property is otherwise 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 of a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges. Lender shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may accrue over the Mortgage, and household payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid by such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under the Mortgage, and in the event Borrower shall promptly discharge any such lien as Borrower shall agree in writing to the payment of the obligation secured by the Mortgage, Lender shall promptly discharge any such lien as Borrower shall agree in writing to the payment of the obligation secured by the Mortgage. Lender shall not be required to discharge any such lien as long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith consent such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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 such other hazard as Lender may require and in such amounts and for such periods as Lender may require. Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Lender subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with no excess. If any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property. Lender shall perform all of Borrower's obligations under the declaration of condominium or a planned unit development, including, but not limited to, the by-laws and regulations of the condominium or planned unit development, and shall supplement the covenants and agreements of this Mortgage as if the rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, involuntary, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disbursements of sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender requires mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates or is otherwise terminated with Borrower's and

Lender's written agreement under paragraph 2 hereof. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts distributed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking.

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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Capitions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several.

The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

15. Uniform Mortgage Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument governing real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a confirmed copy of the Note, and of this Mortgage at the time of execution or after recording hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred such agreement in writing that the sale of such person shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender shall have the right to accelerate the maturity of the sums secured by this Mortgage, 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 proceedings acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have an proceeding, as in by order to cure such breach discontinued at any time.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender shall have the right to accelerate the maturity of the sums secured by this Mortgage, 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 proceedings acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have an proceeding, as in by order to cure such breach discontinued at any time.

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

(1) 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

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 form "expanded coverage," then:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (1) 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.

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

of the same date and covering the Property described in the Security Instrument and located at: 458 Purdie Drive, Units 101, 102, 201, 202, 301 and 302, Elk Grove Village, Illinois. The Property includes six (6) units, together with an undivided interest in the common elements of a condominium project known as: Purdie Grove Condominium, ("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.

JOSEPH MARINO (the "LENDER")

THIS CONDOMINIUM RIDER is made this 5th day of June, 1981, 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

C O N D O M I N I U M R I D E R

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maintained 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 easement 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: (1) 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; (2) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (3) termination of professional management and assumption of self-management of the Owners Association; or (4) any action which would have the effect of reducing 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

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Property of Cook County Clerk's Office

Borrower
(SEAL)

Borrower
(SEAL)

Borrower
(SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

disbursed by lender under this paragraph F shall become additional debt of borrower and 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.

DESCRIPTION OF PROPERTY

ITEM 1.

UNIT 433-102 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 4th day of September, 19 81, as Document Number 1231051

ITEM 2.

An Undivided 1.242% interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of the South Three Quarters (3/4) of the West Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point in the West line of the above mentioned tract, said point being 491.61 feet South of (as measured along said West line), the Northwest corner thereof; thence North $49^{\circ}02'10''$ East, 763.54 feet to a point in the North line of said tract which is 576.26 feet East of (as measured along said North line), said Northwest corner; thence North $39^{\circ}08'30''$ East, along said North line, 28.44 feet; thence South $00^{\circ}04'00''$ East, 138.93 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Southeasterly, tangent to the last described course and having a radius of 115.00 feet, an arc distance of 91.81 feet; thence South $45^{\circ}40'40''$ West, tangent to the last described curved line, 269.63 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 630.00 feet, an arc distance of 140.62 feet to a point of compound curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line and having a radius of 1634.00 feet, an arc distance of 65.40 feet; thence South $30^{\circ}45'43''$ West, tangent to the last described curved line, 120.00 feet to a point of curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 380.00 feet, an arc distance of 32.00 feet (the chord of which arc bears South $28^{\circ}10'58''$ West and measures 31.99 feet); thence North $42^{\circ}57'50''$ West, 271.20 feet, to the point of beginning in Cook County, Illinois.

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DESCRIPTION OF PROPERTY

ITEM 1.

UNIT ~~432-204~~ as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the ~~4th~~ day of ~~September~~, 19 ~~81~~, as Document Number ~~3231053~~

ITEM 2.

An Undivided ~~1.432%~~ interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of the South Three Quarters (3/4) of the West Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range 21, East of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point in the West line of the above mentioned tract, said point being 491.61 feet South of (as measured along said West line) the Northwest corner thereof; thence North $49^{\circ}02'10''$ East, 763.04 feet to a point in the North line of said tract which is 576.26 feet East of (as measured along said North line) said Northwest corner; thence North $89^{\circ}08'30''$ East, along said North line, 28.44 feet; thence South $00^{\circ}04'00''$ East, 138.93 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Southeasterly, tangent to the last described course and having a radius of 115.00 feet, an arc distance of 91.81 feet; thence South $45^{\circ}40'40''$ West, tangent to the last described curved line, 269.63 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 630.00 feet, an arc distance of 140.62 feet to a point of compound curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line and having a radius of 1634.00 feet, an arc distance of 63.40 feet; thence South $30^{\circ}43'43''$ West, tangent to the last described curved line, 120.00 feet to a point of curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 320.00 feet, an arc distance of 32.00 feet (the chord of which arc bears South $28^{\circ}10'38''$ West and measures 31.99 feet); thence North $40^{\circ}57'50''$ West, 271.20 feet, to the point of beginning in Cook County, Illinois.

3970837

DESCRIPTION OF PROPERTY

ITEM 1.

UNIT 458-202 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 4th day of September, 19 81, as Document Number 3231033.

ITEM 2.

An Undivided 1.922% interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of the South Three Quarters (3/4) of the West Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range 31, East of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point in the West line of the above mentioned tract, said point being 491.61 feet South of (as measured along said West line), the Northwest corner thereof; thence North $49^{\circ}02'10''$ East, 763.04 feet to a point in the North line of said tract which is 376.26 feet East of (as measured along said North line), said Northwest corner; thence North $89^{\circ}08'30''$ East, along said North line, 28.44 feet; thence South $00^{\circ}04'00''$ East, 138.93 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Southeasterly, tangent to the last described course and having a radius of 115.00 feet, an arc distance of 91.81 feet; thence South $45^{\circ}40'40''$ West, tangent to the last described curved line, 269.63 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 630.00 feet, an arc distance of 140.62 feet to a point of compound curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line and having a radius of 1634.00 feet, an arc distance of 65.40 feet; thence South $30^{\circ}43'43''$ West, tangent to the last described curved line, 120.00 feet to a point of curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 380.00 feet, an arc distance of 32.00 feet (the chord of which arc bears South $28^{\circ}10'58''$ West and measures 31.99 feet); thence North $40^{\circ}57'50''$ West, 271.20 feet, to the point of beginning in Cook County, Illinois.

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DESCRIPTION OF PROPERTY

ITEM 1.

UNIT 418-301 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 4th day of September, 19 81 as Document Number 3231051

ITEM 2.

An Undivided 1/459 2/3 interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of the South Three Quarters (3/4) of the West Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range 21, East of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point in the West line of the above mentioned tract, said point being 491.61 feet South of (as measured along said West line) the Northwest corner thereof; thence North $49^{\circ}02'10''$ East, 763.04 feet to a point in the North line of said tract which is 376.26 feet East of (as measured along said North line) said Northwest corner; thence North $89^{\circ}03'30''$ East, along said North line, 28.44 feet; thence South $00^{\circ}04'00''$ East, 138.93 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Southeasterly, tangent to the last described course and having a radius of 115.00 feet, an arc distance of 91.81 feet; thence South $43^{\circ}40'40''$ West, tangent to the last described curved line, 269.63 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 630.00 feet, an arc distance of 140.62 feet to a point of compound curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line and having a radius of 1634.00 feet, an arc distance of 63.40 feet; thence South $30^{\circ}45'43''$ West, tangent to the last described curved line, 120.00 feet to a point of curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 380.00 feet, an arc distance of 32.00 feet (the chord of which arc bears South $28^{\circ}10'58''$ West and measures 31.99 feet); thence North $40^{\circ}57'50''$ West, 271.20 feet, to the point of beginning in Cook County, Illinois.

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DESCRIPTION OF PROPERTY

ITEM 1.

UNIT 452-302 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 4th day of September, 19 81 as Document Number 2231053

ITEM 2.

An Undivided 1.459% Interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of the South Three Quarters (3/4) of the West Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point in the West line of the above mentioned tract, said point being 491.61 feet South of (as measured along said West line), the Northwest corner thereof; thence North $49^{\circ}02'10''$ East, 763.04 feet to a point in the North line of said tract which is 376.26 feet East of (as measured along said North line), said Northwest corner; thence North $69^{\circ}08'30''$ East, along said North line, 28.44 feet; thence South $00^{\circ}04'00''$ East, 138.93 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Southeasterly, tangent to the last described course and having a radius of 113.00 feet, an arc distance of 91.81 feet; thence South $45^{\circ}40'40''$ West, tangent to the last described curved line, 269.63 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 630.00 feet, an arc distance of 140.62 feet to a point of compound curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line and having a radius of 1634.00 feet, an arc distance of 65.40 feet; thence South $30^{\circ}45'43''$ West, tangent to the last described curved line, 120.00 feet to a point of curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 380.00 feet, an arc distance of 32.00 feet (the chord of which arc bears South $28^{\circ}10'58''$ West and measures 31.99 feet); thence North $40^{\circ}37'50''$ West, 271.20 feet, to the point of beginning in Cook County, Illinois.

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