1936 OCT -1 PH 12: 49

8644907

86449071



[Space Above This Line For Recording Data]

MORTGAGE

231256-5

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 17 The murigagor is WALTER K. KNORR AND TERRY ANN ROSS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

which is organized and ext. in g under the laws of THE UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLE'

NORRIDGE, ILLINOIS 60634

("Lender").

Borrower owes Lender the principal sum of

TWO HUNDRED TWENTY THREE THOUSAND ONE HUNDRED AND NO/100---

223, 100.00). This debt is evidenced by Borrower's note Dollars (U.S. \$ dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 2001

This Security Instrument secures to Lender: (a) the repayment of the debi-evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, vit i interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby moltgage, grant and convey to Lender the following described property

located in

COOK

County, Illinois:

Parcel I: 1174 S. Plymouth Court, Unit Edgrorook W/SW Unit No.

in the Townhomes of Dearborn Park Condominium, as delineated on a survey of the following described real estate:

> Part of Block 7 in Dearborn Park Unit Number 1, being a Resubdivision of Sundry Lots and vacated streets and alleys in the adjoining Blocks 127 to 13 Noth inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

which survey is attached as Exhibit "A" to the Declaration of Condominium recorded in the Office of the Recorder of Decde of Cook County, Illinois, as Document No. 86042028, as amended from time to time, together with its undivided percentage interest in the common elements.

Parcel II:

86449071

The exclusive right to use the limited common element known as indoor parking space numbers 60 & 61 as defined and set forth in the aforementioned Declaration of Condominium.

Mortgagor also hereby grants to the mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements of the benefit of said property set forth in the Declaration of Condominium aforesaid.

This mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

MANYT UNOFFICIAL C ATTENTION: R. CHICAGO, ILLINOIS 60679 THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS BOX 130 RECORD AND RETURN TO: CHICAGO, IL 62909 NANYT .A PREPARED BY: My Commission expires: 3 1 87 Given under my hand and official seal, this 61 set torth. SIBHT as insmunismi biss of benevilab bin bangis 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 T h& , personally known to me to be the same person(s) whose name (s) ARE County sa:

A Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in and for said county and state

B Motary Public in an angle in a said county and state

B Motary Public in an angle in a said county and state

B Motary Public in an angle in a said county and state

B Motary Public in an angle in a said county and state

B Motary Public in an angle in a said county and state

B Motary Public in an angle in a said county and state

B Motary Public in an angle in a said county and state

B Motary Public in an angle in a said county and state

B Motary Public in an angle in a said county and state

B Motary Public in an angle in a said county and state

B Motary Public in an angle in an angle in a said county and state

B Motary Public in an and state

B Motary Public in an angle in an and state

B Motary Public in an analysis and state

B Motary Public in an an an an and state

B Motary Publ do hereby certify that WALTER K. KNORR AND TERRY ANN ROSS, HUSBALD AND WIFE State of Illinois, Borrower ([85C). WOTHOR! (lss2) TERRY AMN ROSS/HIS WIFE (Seal) KNOKB MALIVER K. (Seal) By Signing Below, Borrews accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Porrower and recorded with it. [Other(s) [specify] Planned Unit Development Rider Graduated Payinent Rider Adjustatic Acte Rider ☐ 2-4 Family Rider A.M. Condominium Rider Instrument. [Check roplicable box(es)] supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security Water unent, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23, Rivers to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security 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. Any tents 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 attorneys' fees, and then to the sums secured by this Security Instrument. prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially but not limited to, reasonable attorneys' (see and coats of title evidence.)

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 20. Lender in Possession of any acceleration under paragraph 19 or abandonment of the Property and at any time 20. Lender in Possession of any acceleration under paragraph 19 or abandonment of the Property and at any time 20. Lender in Possession of any acceleration following indicial cale. Lender for paragraph or aband or the indiciality print to the expiration of any period of redemption following indicial cale. Lender for paragraph or aband at any time 20 the expiration of any period of redemption following indicial cale. Lender for paragraph or aband at any time 20 the expiration of any period of redemption following indicial cale. existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or secured by this Security Instrument, 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 proceeding the non-

19, Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

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

706559

รเดิมใช้ โดเมติเลี้ย์

\$1067798

69: ZI III 1- 100 3831

54553P DI

て00-529-91-41

(Street) Property of Cook County Clark's Office waich has the address of 1174 SOUTH PLYMOUTH COURT

zionillI

("Property Address");

TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, (Sip Code)

50909

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or foregoing is referred to in this Security Instrument. All oi the foregoing is referred to in this Security Instrument as the "Property."

limited variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with choumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

Form 3014 12/83

[City]

CHICAGO

WP MORTGAGE FORMS • (313) 792-4700 • (800) 621-7291

IFFINOIS-SINGIE Family-FHM

(TI) 9 · (172)

NON-UNIFORM COVENANTS. Borrower and

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time od of redemption following judicial sale. Lender (in person, by agent or by judicially

appointed receiver) shall be entitled to enter upon the Property including those past due. Any rents of costs of management of the Property and collective receiver's bonds and reasonable attorneys' fees, and 21. Release. Upon payment of all sums soft instrument without charge to Borrower. Borrower 22. Walver of the research Borrower waives 23. Riders to this feeting Instrument. If on this Security Instrument. If on this Security Instrument, and agreement the covenants and agreement of this	take possession of and manage the Property and to collect the rents of oblected by Lender or the receiver shall be applied first to payment of the on of rents, including, but not limited to, receiver's fees, premiums on then to the sums secured by this Security Instrument. Secured by this Security Instrument, Lender shall release this Security shall pay any recordation costs. all right of homestead exemption in the Property. The or more riders are executed by Borrower and recorded together with ments of each such rider shall be incorporated into and shall amend and is Security Instrument as if the rider(s) were a part of this Security
hastrument. [Check applicab': bc x(es)] Adjustable Rate Ride: XX Co	ndominium Rider 2-4 Family Rider
Graduated Payment Rider Pla	nned Unit Development Rider
Other(s) [specify]	c
BY SIGNING BELOW, Borrower accepts a natrument and in any rider(s) executed by Borrower	Odulate Column
	WAJJER K. KNORR —Borrower
	Till (Seal)
	TERRY PAN ROSS/HIS WIFEBorrower
	(Seal)
[Space I	Below This Line For Acknowledgment]
STATE OF ILLINOIS, Cook	County ss:
I, the undersigned	, a Notary Public in and for said county and ste
o hereby certify that WALTER K. KNORR	AND TERRY ANN ROSS, HUSBAND AND WIFE
, personally k	nown to me to be the same person(s) whose name(s) ARE
ubscribed to the foregoing instrument, appeared	before me this day in person, and acknowledged that T h
igned and delivered the said instrument as THE	IR free and voluntary act, for the uses and purposes therein
et forth.	,
Given under my hand and official seal, this	29th day of Deptember, 1986

My Commission expires: 3- # 87

PREPARED BY: R. TYNAN 60629 CHICAGO, IL

RECORD AND RETURN TO:

BOX 130
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS 5501 SOUTH KEDZIE AVENUE CHICAGO, ILLINOIS 60629 ATTENTION: R. TYNAN

UNIFORM COVENATA LONG THE LET COVER AND LARGE CONTRACTOR OF THE COVER AND LARGE COVER AND LARG

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. 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 neces a wo 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 price 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 ra/ments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be ar pried: 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 homanner 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 mikes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lie 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 this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this 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 improved exist now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended to verage" 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 a rower 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 le 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 ercess 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 ref 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.

JNOFFICIAL

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by appricators taw may specify for temistatement) before safe of the Toperty parsuant to any power of safe 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 objection to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's casionably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's objection to assure that the lien for this Security Instrument, Lender's rights in the Property and Borrower's objection to assure that the lies Security Instrument, Lender's rights in the Property and Borrower's objection to assure that the lies Security Instrument, Lender's rights in the Property and Borrower's objection to assure that the lies Security Instrument, Lender's rights in the Property and Borrower's abstraction to assure that the lies Security Instrument, Lender's rights in the Property and Borrower's abstract that the line of this Security Instrument, Lender's rights in the Property and Borrower's and the line of the Security Instruments and the line of this Security Instruments are also as a line of the li applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of; (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument. 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 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Secority Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

Note are declared to be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal 12, wand 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 your conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which applicable law, such conflicting provision. To this end the provisions of this Security 1. strument and the which can be given effect without the conflicting provision. To this end the provisions of this Security 1. strument and the block conflicting provision.

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instructor snames. The notice shall be directed to tne mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to tne Property Address or any other address Borrower designates by notice to Lender. Any rotice 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 of provided for in this Security Instrument shall be deemed to have been given to Borrower. Any notice of provided for in this Security Instrument shall be governed by federal twen given as provided in this paragraph.

2. This Security Instrument shall be governed by federal twen given as provided in this paragraph.

3. This Security Instrument or the long.

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 rendering any provision of the Note or this Security Instrument unenforc ab e according to its terms, Lender, at its option, 13. Legislation Affecting Lender's Rights.

If enactment or expiration of applicable laws has the effect of partial prepayment without any prepayment charge under the Note.

under the Note or by making a direct payment to Borrower. If a refur d reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may cho see to make this refund by reducing the principal owed charges, and that law is finally interpreted so that the connection with the loan exceed the permitted limits, th in: (a) any such loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, th in: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) an; sums already collected from Borrower which exceeded

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan that Borrower's consent.

the sums secured by this Security Instrument; are (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 Instrument but does not execute the Mc.e. (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 of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security this Security Instrument shall bind and colefit the successors and assigns of Lender and Borrower, subject to the provisions

shall not be a waiver of or precide in exercise of any right or remedy.

11. Successors and Assign. Bound; Joint and Several Liability; Co-signers. The covenants and agreements of

by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise moutly a nottization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower airs a nat operate to release the liability of the original Borrower or Borrower's successors in interest. modification of anio distion of the sums secured by this Security Instrument granted by Lender to any successor in

positione the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower, Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payments or

Unless Lyider and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due.

given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

paid to Borrower. before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately uniess Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property,

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender.

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 shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8, Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument.

UNOFFICIAL COPY 231256-5

THIS CONDOMINIUM RIDER is made this 17TH day of SEPTEMBER, 19 86, 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

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1174 SOUTH PLYMOUTH COURT, CHICAGO, ILLINOIS 60605

[Property Address]

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

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to 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.

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

- A. Condominism Obligations, Borrower shall perform all of Borrower's obligations under the Condominism Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominist i Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Horrower 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 or the Condominum 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 presist on in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard in aconce on the Property; and
- (ii) Borrower's obligation und r 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 if my 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, my proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Se array 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 as given and shall be paid to I ender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument is 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 Condominum Project except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or ii 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;
 or
- (iv) any action which would have the effect of rendering the public liability insurance caverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then I ender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secure 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.

17-16-425-001

RECORD AND RETURN TO:
BOX 130
THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
5501 SOUTH KEDZIE AVENUE
CHICAGO, ILLINOIS 60629

ATTN : R. TYNAN

WALTER K. KNORR

Borrower

Seal)

TERRY ANN ROSS/HIS WIFE

(Seal)

Borrower

(Seal)

-Borrower (Sign Original Only)

UNOFFICIAL COPY

Property of Cook County Clerk's Office