UNOFFICIAL COPY 315398

86526420

DEPT-01 RECORD E APECE CONTRACT COMMITTER

[Space Above This Line For Recording Data]

MORTGAGE

511063-0

NOVEMBER THIS MORTGAGE ("Security Instrument") is given on KATHERINE E. EDSTROM, MARRIED TO JOHN W. EDSTROM** 19 86The mortgr. co. is

("Borrower"). This Security Instrument is given to

HORIZON PEDERAL SAVINGS BANK THE UNITED STATES OF AMERICAnd whose address is which is organized and existing, under the laws of

1210 CENTRAL AVENUE

WILMETTE, ILLINOIS, 60091

("Lender").

Borrower owes Lender the principe's im of

ONE HUNDRED THOUSAND AND NO/100---

100,000.00). This debt is evidenced by Borrower's note Dollar, (VI.S. \$ dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not 1, 2016 paid earlier, due and payable on DECEMPER secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borner's covenants and agreements under this Security Instrument and the Note. For this purpose, Berrower does hereby mo tg g 2, grant and convey to Lender the following described property

County, Illinois: located in COOK

Unit No. 450-1 as delineated on survey of the following described parcel of real estate (hereinafter referred to as parcel) Lots 5 and 6 in the subdivision of Lots 9 to 16 in Block 2 in Gilbert Hubbard's Addition, a subdivision of 6.97 chains south and adjoining the North 25 chains of the West 1/2 of the East 1/2 of the North West 1/4 and the North 6.97 chains of the South 15 chains of the East 1/2 of the East 1/2 of the North West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by LaSalle National Bards, as trustee under Trust Number 43675, recorded in the Office of the Recorder of Cook County, Illinois as Document No. 22054284; together with its and/vided percentage interest in said parcel (except from said parcel all the property and space comprising all the units as defined and set forth in bid Declaration and survey), in Cook County, Illinois.

UT SOLELY RIGHTS.

Mortgagor furthermore expressly grants to the Mortgagee its successors and assigns as rights and easements appurtenant to the above described real estate the rights and easements for the benefit of said property set forth in the aforementioned declaration and all other rights and easements of record for the benefit of said property. This Mortgage is subject to all rights, easements, restrictions, conditions, covenants, and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

which has the address of

450 WEST SURP-UNIT IE [Street]

CHI CAGO

(Cay)

Illinois

60657 (Zio Code)

("Property Address"):

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

MAIL

475 to yeb VIONEMBER Given under my hand and official seal, this set forth. free and voluntary act, for the uses and purposes therein HEK signed and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same person(s) whose name(s) do hereby certify that RATHERINE E. EDSTROM, MARRIED TO JOHN W. SOSTROM** MARCARET L. WOLVERTON , a Motary Public in and for said county and state, STATE OF ILLINOIS, County 55: スペン Borrower (Seal) RICHTS ANY AND ALL MARITAL AND HOMESTEAD SOLELY FOR THE PURPOSE OF WAIVING Borrower (les2). MORTGAGE, NOT AS MORTGAGOR, BUT **JOHN W. EDSTROM IS SIGNING THIS **EDZLKOW**** (Lesc) TO JOHN W. EDSTROM** KATHERINE E. EDSTROM/MARRIEDmo By SIGNING BELOW, Borrow or accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by dorrower and recorded with it. [yîrəqs] (specify] Graduated Paymant Rider Planned Unit Development Rider Adjustable Rate Rider ☐ 2-4 Family Rider rsbiM muinimobndX Instrument. [Check .pv licable box(es)] supplement the (cy mants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security List tement, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23, Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22, Waiver of Homestead, Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on but not limited to, reasonable attorneys, fees and costs of title evidence.

20. Leader in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the tops from the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs. 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 by judicial proceeding. This Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses lacurred in pursuing the remedies provided in this paragraph 19, including, but most limited to collect all expenses becare and early of title aridance.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's becach 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 on or before the date specified in the notice may result in acceleration of the sums 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or

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

EAFMRLON' IFFINOIS

PREPARED BY :

IIII CHICYGO VAENDE

My Commission expires: //- 7-8-8

RECORD AND RETURN TO:

HOBISON REDERAL SAVINGS BANK

20209

EVANSTON, IL 60202

HOSISON LEDEBAL SAVINGS BANK

UNOFF

MAIL TO

2026

86526420

02F92S98

₹ \$ 25	DODE NITHING	्रमामाञ्च स्टब्स	
0267 8 54	A Branding C &	#5286	
00. 10. PT . 384 TO	CE SE SE MONT	*****	
28. 315 . W			

(20000 VOOLS THE LINE FOR MECONDING DUCK)

0-E90TTS

MORTGAGE

Sport Collustra Clent's Office Agreement of Collustra Clent's Office A 86The mortgagor is KATHERINE E. EDSTROH, MARRIED TO JOHN W. EDSTROM** THIS MORTGAGE ("Security Instrument") is given on **MOVEMBER** S

("T)

ion li a por :

pur st lucui:

zidi lc

our iu

:sion#il openy

See Attached

14-58-118-043-1001*,*

FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS. **JOHN W. EDSTROM IS SIGNING THIS MORTGAGE, NOT AS MORTGAGOR, BUT SOLELY

tions contained in said declaration the same as though the provisions of said declaration were recited and property. This Mortgage is subject to all rights, easements, restrictions, conditions, covenages, and reservaforth in the aforementioned declaration and all other rights and easements of record for the benefit of said appurenant to the above described real estate the rights and essements for the benefit of sold property set Morreagor furthermore expressly grants to the Morreager its successors and assigns as right, and easements

450 WEST SURF-UNIT IE stipulated at length herein.

[2006]

which has the address of

[Ci4] CHICAGO ("Property Address");

LS909

Milinois

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

encumbrances 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. BORROWER COVENATS that Borrower is lawfully seised of the estate hereby conveyed and has the right to

imited earsitons by jurisdiction to constitute a uniform security instrument covering teal property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

MIRISHI MBOUND: MINISHMY NAMED AND SAMINSIM 2

F8/21 P(05 W/04

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 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. Any 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 attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs. 22 Waiver of Homestead Borrower waives all right of homestead exemption in the Property

wer warves arright of nonnesteau exemption	on in the rapperd.
ument. If one or more riders are executed	by Borrower and recorded together with
and agreements of each such rider shall b	e incorporated into and shall amend and
nents of this Security Instrument as if the	e rider(s) were a part of this Security
	2-4 Family Rider
	ument. If one or more riders are executed and agreements of each such rider shall be nents of this Security Instrument as if the

Graduated Payment Pader Planned Unit Development Rider Other(s) [specify] BY SIGNING BELOW, Borrower acc pts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. (Scal) EDSTROM/MARRIED ΩŢ, JOHN W. EDSTROM* *John W. Edstrom is signing this MORTGAGE, NOT AS MORTGAGOR, BUT (Scal) SOLELY FOR THE PURPOSE OF WAIVING Borrower ANY AND ALL MARITAL AND HOMESTEAD RIGHTS (Seal) COOK STATE OF ILLINOIS, County ss: MARGURET L. WOLVERTON , a Notary Public in and for said county and state, do hereby certify that KATHERINE E. EDSTROM, MARRIED TO JOHN W. EDSTRON* , personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 5 he signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth. 5th Given under my hand and official seal, this

My Commission expires: //-7-85

PREPARED BY :

HORIZON FEDERAL SAVINGS BANK

EVANSTON, IL 60202

RECORD AND RETURN TO:

HORIZON FEDERAL SAVINGS BANK 1131 CHICAGO AVENUE 60202 EVANSTON, ILLINOIS



UNOFFICIAL COPY 4 2 0

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or set in 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 horrower 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 No. 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 amortication 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 of 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 such already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

permitted og p naraeranh 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 not or 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 who 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 on the 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.

UNOFFICIAL COPY

requesting payment.

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

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

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

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

Instrument immediately prior to the acquisition. under paregraph 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 postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceed, to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-c ay period will begin

Borrower abandons the Property, or does not answer within 30 days a notice from Lender that in insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any ercers paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically seasible and Lender s security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower

all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender require, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld. insurance carrier providing the insurance shall be chosen by Borrower and er to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "extended or overage" and any other hazards for which Lender

5. Hazard Insurance. Borrower shall keep the improvenients now existing or hereafter erected on the Property

of the giving of notice. notice identifying the lien. Borrower shall satisfy the lien or Laberge or more of the actions set forth above within 10 days the Property is subject to a liest which may attain priority (see this Security Instrument, Lender may give Borrower a Borrower shall promptly discharge any tien 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 10 private the property; or (c) secures from the holder of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien as agreement satisfactory to Lender subordinating the lien (c) his Security Instrument. If Lender determines that any part of the Property is subject to a flew which may attain priority facturately. Lender determines that any part of the Property is subject to a flew which may after this Security Instrument. Lender Lender Borrowet a

pay them on time directly to the person (w. d payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrow a makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligations in inc manner provided in paragraph 2, or if not paid in that manner, Borrower shall 4. Chargest Liens. Bortower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority ever this Security Instrument, and leasehold payments or ground rents, if any.

paragraphs I and 2 shall be ar plied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable u. ver paragraph 2; fourth, to interest due; and last, to principal due.

Application of Any sents. Unless applicable law provides otherwise, all payments received by Lender under application as a credit Les in the sums secured by this Security Instrument.

any Funds held by Lender, Lender 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 Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount necessary it make up the deficiency in one or more payments as required by Lender. amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be. If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument. purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by 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 Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and 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 venitying the escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or basis of current data and reasonable estimates of future escrow items. mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly

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 Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Bottonet spall promptly pay when due

CAILORAL COVENANTS Borrower and Lender covenant and agree as follows:

UNG PTG WITH LRUE PY5 1/20 6/3-8

THIS CONDOMINIUM RIDER is made this 5TH day of NOVEMBER . 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

HORIZON FEDERAL SAVINGS BANK

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

450 WEST SURF-UNIT 1E, CHICAGO, ILLINOIS 60657

[Property Address]

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

PICKFORD CONDOMINIUM

(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.

CONDOMIN'UN COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Borrower and Leader further covenant and agree as follows:

- A. Condominium Obligations, Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all due; and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then
- (i) Lender waives the province in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazara insurance on the Property; and
- (ii) Borrower's obligation unde Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

In the event of a distribution of hazard insurar c, 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 Sec inty 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 claimages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any pay of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrumenta, provided in Uniform Covenant?
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, scept for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
 - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance to terage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Learler may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

14-28-118-043-1001

OW (Seal)	Atherine E. Eds. M. ATHERINE E. EDSTROM
(Seal)	
(Scal) -Borrower	
(Scal)	
(Sign Original Only)	

02502

UNOFFICIAL COPY

Property of Coof County Clerk's Office