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1986 DEC -5 AN 11: 27



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MORTGAGE

| THIS TO TO AGE ("Security Instrument") is given on DECEMBER 2. |
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| THIS OUTGAGE ("Security Instrument") is given on DECEMBER 2. 19.86. The more agor is RUSSELL F. RUEHL, a backelor |
| 19,9.2. The more agor is |
| ("Borrower"). In is Security instrument is given to |
| STABILIT' Inc. ("Borrower"). This Security Instrument is given to, which is organized and existing |
| under the laws of the State of Indiana and whose address is |
| 370 w 30th Place Merrillville. IN46410 ("Lender") |
| Borrower owes Lender the principal sum ofFiftythousandand00/000** |
| Dollars (U.S. \$.50.,000.,00). This debt is evidenced by Borrower's note |
| 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 January 1, 2017 This Security Instrument |
| 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 of her sums, with 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 |
| Security instrument; and (c) the performance of borrower's covenants and agreements under this occurry with the |
| the Note. For this purpose, Borrower does hereoy mortgage, grant and convey to Lender the following described property |
| located in |
| |

PARCEL 1:

UNIT 9195-MEM IN WOODS EDGE CONDOMINIUM I AS DELINEATED ON SURVEY OF CERTAIN PARTS OF LUT 'A' (EXCEPT THAT PART FALLING IN KEANE AVENUE) IN MCGARTH AND AHERN SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 22. TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS [HEREINAFTER REFERZES TO AS PARCEL]. WHICH SURVEY IS ATTACHED AS EXHIBITS "B" AND "C" TO DICLARATION MADE BY ASTNA STATE BANK, A CORPORATION OF ILLINOIS, AS TRUSTLE UMDER TRUST AGREEMENT DATED MAY 6. 1976 KNOWN AS TRUST NUMBER 102109 RECEADED AS DOCUMENT 23667055. AS AMENDED FROM TIME TO TIME. TOGETHER WITH "SES UNDSVIDED PERCENTAGE INTEREST OF THE COMMON ELEMENTS PARCEL 21

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1. AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY AETNA STATE DANK. AS TRUSTEE UNDER TRUST NUMBER 102109 DATED AUGUST 11. 1976 AND RECORDED OCTOBER 8. 1976 AS DOCUMENT 23667054, AND AS CREATED BY DEED FROM LET A STATE BANK AS TRUSTER UNDER TRUST NO. 10-2109 TO JERRY E. ALGER DATED ROVEMBER 15, 1974 AND RECORDED AUGUST 29, 1977 AS DOCUMENT NO. 24080213 FOR INGRESS AND EGRESS, IN CODE COUNTY, ILLINOIS. 86581790

ptr.: 23-22-200-034-10754

| which has the address of | as the address of | 9195 E. North Road | Palos Hills. |
|--------------------------|-------------------|-----------------------|--------------|
| | | (Street) | (City) |
| Illinois | 60465 | ("Property Address"); | |
| | 17in Chdel | - · | |

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.

Nothry Public; State 69 liking Roberts Genzalez "Oblicive seve"

U COUTERIOR EXPLESS

DAT OF HELLMANDEN CLARM INDER HI HAND AND MOTARY SEAL THIS

THE USES ANDURPOSES THEREIN SET FORTH, THE RELEASE AND WAIVER OF THE RIGHT OF INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AN DPURPOSES THEREIN SET FORTH, INCLUDING

THEY SIGNED, SEALED AND DELIVERED THE SAID

THEY SIGNED, SEALED AND DELIVERED THE SAID SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED TO ME TO BE THE SAME PERSONS THOSE NAMES ARE PZRSONALLY KNOWN

FOR SAID COUNTY, IN THE STATE SPORESAID, HEREBY CERTIFY THAT KLOOSLES & KULLER I THE UNDERSIGNED A MORKEY PUBLIC IN AND

STATE OF ILLINOIS

| .toebraerd epil | ed by Robert D. Peasvento. | This instrument was prepar |
|------------------------------|--|---|
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| (Sea) | | |
| , | Knssell F. Ruehl | |
| leoS) | | |
| 13) |) to grant | C / |
| | 111 11 11 11 11 12 12 12 12 12 12 12 12 | y Co Dolinava (o) y D. Cup iii piii iii piii |
| ants comanica in this securi | ccepts and agrees to the terms and coven | Instrument and in any vid re(s) executed by I |
| with at beginning offer | and has seem of at the party of | A Seminary M. 130 Parents M. |
| | | (Cuenda) (stratula [77] |
| | | Other(s) [specify] |
| | 🔲 Planned Unit Development Rider | Graduated Payment Rider |
| 2-4 Family Rider | [X] Condominium Rider | Adjustable Rate Rider |
| 7.0 1. d 7 0 L | 1.3 | Last ument. [Check applicable box(es)] |
| | | [() |

this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and succerning supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security supplement the covenants and agreements of this Security 23. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with 22. Walver 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

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 appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the receiver shall be applied first to payment 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 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' tees and coats of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandoument of the Property and at any time

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, 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. existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (6) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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; uniess applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 7 9 1)

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 Frings held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary on 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 Linder. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

application as a credit regainst the sums secured by this Security Instrument.

3. Application of I agreements. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the

Note: third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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

receipts evidencing the payments.

Borrower shall promptly discharge any her 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 tien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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 improvements 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 amoun's 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, degrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower's all 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 te applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's requirity 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 incurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the procee is a repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

Instrument immediately prior to the acquisition.

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

fee title shall not merge unless Lender agrees to the merger in writing.

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

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

requesting payment.

Al ro 11 edges 13 or 17. occurred. How ever, th 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 reinstalement by reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration

assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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.

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.

the amount of the proceeds multiplied by the following fraction: (a) the total amount of the aums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by 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,

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.

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

Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or it cowise modify amortization of the sums secured by this Security Instrument by reason of any demand made inter at of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. mountained amortization of the sums secured by this Security Instrument granted by Lender to any successor in *10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

shall not be a waive, of or preclude the exercise of any right or remedy. by the original Bor ower or Borrower's successors in interest. Any forbeatance by Lender in exercising any right or remedy

the sums secured by this Security I ast ument; and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not e eeu'; the Mote: (a) is co-signing this Security Instrument only to mortgage, grant and convey of paragraph 17. Borrows, 's co 'enants and agreements shall be joint and several. Any Borrower who co-signs this Security this Security Instrume. "And bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions II. Successor and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that hav is finally interpreted to that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount that Borrower's consent. modify, forbear or make any accommentations with regard to the terms of this Security Instrument or the Note without

If ena am int or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. under the Note or by making a direct payment to Borrom. The refund reduces principal, the reduction will be treated as a partial prepayment charge under the hote. permitted limits will be refunded to Borrower. Lender n'ay choose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted imit and (b) any sums already collected from Borrower which exceeded

paragraph 17 may require immediate payment in full of all sums secured by this 5 ceurity Instrument and may invoke any remedies of permitted by paragraph 19. If Lender exercises this option, Lender chart the steps specified in the second paragraph of the steps of the step of th rendering any provision of the Mote or this Security Instrument westerble according to its terms, Lender, at its option, 👿

first class mail to Lender's address stated herein or any other address Lender designate, by notice to Borrower. Any notice operation in this Security Instrument shall be deemed to have been given to Borrowe or Lender when given as provided mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the J. Property Address or any other address Borrower designates by notice to Lender shall be given by ... 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Securial Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note jurisdiction in which the Property is located. In the event that any provision or clause of this Se urity Instrument or the 15. Governing Law; Severability. This Security Instrument shall be governed by Leavel law and the law of the nqargaraq aidt ni

16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote 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

federal law as of the date of this Security Instrument. secured by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. It 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

Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that horrower: 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

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

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 utherwise). The notice shall specify: (a) the default; (b) the action required to cure the unless applicable law provides utherwise). The notice is given to Borrower, by which the default must be cured; and (d) finat 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 none 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 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.

In the date specified in the notice, Lender at its option may require immediate payment in by judicial proceeding.

Property of Cook County Clerk's Office

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1986 DEC -5 AH 11: 27



[Space Above This Line For Recording Data] MORTGAGE("Barrawer"). This Security Instrument is given to ("Borrower"). This Security Instrument is given to which is organized and existing under the laws of the Scate of Indiana and whose address is 370 W. 1005 Place Merrillville IN 46410 ("Lender").

Borrower owes Lender the princ po's sum of Fifty thousand and 00/000** dated the same date as this Security I strument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January. 1. 2017. secures to Lender: (a) the repayment of the unit evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sum, with 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 n ortgage, grant and convey to Lender the following described property PARCEL 1: UNIT 9195~"E" IN WOODS EDGE CONDOMINIUM (I AS BELINEATED ON SURVEY OF CERTAIN PARTS OF LUT "A" SEXCEPT THAT PART PART PARTING IN KEAME AVENUE) IN MCGARTM AND AMERN SUBDIVISION OF PART OF THE MORTH 1/2 OF SECTION 22. TOWNSHIP 37 MORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, TALINGIS (MEREINAFTER REFERRED TO A. PARCELS. MMICH SURVEY IS ATTACHED AS EXHIBITS . BO AND .C. TO DECLEMATICA MADE BY ARTHA STATE BANK. A CORPORATION OF ILLINGIS. AS TRUSTER MORE THUST AGREEMENT DATED 6. 1976 KNOHN AS TRUST NUMBER 102109 RECPROED AS ADQUMENT 23667055. AMENDED FROM TIME TO TIME. TOGETHER WITH ETS UMPILIARS PERCENTAGE INTEREST OF THE CUMMON ELEMENTS EASEMBERS APPURTENANT TO AND FOR THE BENEFETS OF IN THE DECLARATION OF EASEMENTS MADE BY ARTNA STATE BANK. AS TRUSTEE UNDER TRUST MUMBER 102109 DATED AUGUST 11. 1976 AME RECORDED OUTDIER 8. 1976 AS DOCUMENT 23667056. AND AS CREATED BY BEED FROM AETHA STATE BANK AS TRUSTEE UNDER TRUST NO. 10-2109 TO JERRY E. ALGER BATED NOVEMBER 42.

ptre: 23-22-200-034-10754

("Property Address"); Illinois 60465

1976 AND RECORDED AUGUST 29. 1977 AS DOCUMENT NO. 24000213 FOR INGRESS AND EGRESS. IN COOK COUNTY. ILLINOIS.

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.

86581790

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| THIS CONDOMINIUM RIDER is made this day of day of | 19 86 |
|---|---|
| and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of T "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borr | rust or Security Deed (the rower's Note to |
| of the same date and covering the Property described in the Security Instrument and located at: 9195 E. North Road Palos Hills, IL 604 [Property Address] | |
| The Property includes a unit in, together with an undivided interest in the common elements o | |
| known as: Woods Edge Condominium [Name of Condomnium Project] | |
| (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project") holds title to property for the benefit or use of its members or shareh includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's | olders, the Property also |
| CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in Borrower and Leader further covenant and agree as follows: A. Condominium Obligations. Borrower shall perform all of Borrower's obligations to Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or an creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent depromptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents. | under the Condominium by other document which ocuments. Borrower shall |
| B. Hazard Insurar co. So long as the Owners Association maintains, with a generally accordance "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and voverage in the amounts, for the periods, and against the hazards Lender requires, including fi within the term "extended coverage," then: | which provides insurance |
| (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to the yearly premium installments for ha, ar i insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance is deemed satisfied to the extent that the required coverage is provided by the Owners Association per coverage. | coverage on the Property |
| 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 Property, whether to the unit or to common elements, any proceeds payable to Borrower are here paid to Lender for application to the sums secured by the Security Instrument, with any excess paid C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to Association maintains a public liability insurance policy accordable in form, amount, and extent of C. Condemnation. The proceeds of any award or claim for damages, direct or consequential connection with any condemnation or other taking of all or any part of the Property, whether of the elements, or for any conveyance in lieu of condemnation, are hereov assigned and shall be paid to shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform C. E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for aband required by law in the case of substantial destruction by fire or other casualty or paths case of a takeminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is | ir following a loss to the beby assigned and shall be to Borrower. It is insure that the Owners coverage to Lender. It, payable to Borrower in the unit or of the common to Lender. Such proceeds covenant 9. In Lender's prior written domment or termination sing by condemnation or |
| 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 insural ce the Owners Association unacceptable to Lender. F. Remedies. If Borrower does not pay condominium dues and assessments when due, ther Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower | n Lender may pay them. |
| Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrow | interest from the date of |
| By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Cond | dominium Rider. |
| Russell F. Ruehl | Jul (Seal) Borrower |
| | (Seal) |
| | |

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