Harvey, Illinois 60426

86362907

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 1, 19.86 The mortgagor is ROBERT A MICHAELS. And GENEVIEVE H MICHAELS, his w ("Borrower"). This Security Instrument is given to F.	rife IRST NATIONAL
19.86. The mortgagor is ROBERL AS MICHAELOS AND MENTAL INSTRUMENT IS given to F. BANK N HARVEY , which is orgunder the laws of TI S UNITED STATES OF AMERICA , and whose address is 1.74 E. Harvey, hit is 60426	anized and existing 154th Street
Harvey, Mirols 60426 Borrower owes Lender the principal sum ofTHIRTY FOUR THOUSAND and No/100	
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with paid earlier, due and payable on	the full debt, if not ecurity Instrument als, extensions and the security of this ity Instrument and described property
Unit Number 16 in Eastridge Condeminium Unit No. 2, as delineated on following described parcel of real estate (hereinafter referred to as the East 1/2 of Lot 7 in Block 14 to Pobert Bartlett's 95th Street home subdivision of the West 1/2 of the North West 1/4 of Section 7, Township Range 13, East of the Third Principal meridian, in Cook County, Illin that part conveyed to Chicago and Calume. Terminal Railroad by Deed August 21, 1889 as Document No. 1145045 and except that part thereof the Baltimore and Ohio Chicago Terminal Railroad Company by Deed rece as Document No. 10447349 and also except all that part thereof lying drawn parallel to and 1209 feet North of the South line of said North Section 7 and the Southwesterly right of way line of the aforesaid Bachicago Terminal Railroad) in Cook County, Illinois which survey is a Exhibit "A" to Declaration of Condominium made by Ford City Bank, as under Trust Agreement dated May 17, 1973 and known as Trust Number 49 at Office of Recorder of Deeds of Cook County, Illinois as Document together with its undivided percentage interest in said percel (exception and Section 2) and set forth in said Declaration and Survey).**	survey of the s "Parcel"): esites being a 37 North, nois (except recorded conveyed to orded August 6, 1929 between a line h West 's of altimore and Ohio attached as Trustee 95, and recorded No. 22786201 pting from

P.I.#24-07-113-032-1016

which has the address of 9836 S. Sayre Unit #16, (Street)

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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

E08603

NON-UNIFORM COVE IN NETS Bor over 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 otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a data, 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.

23. Rid at this Security Instrument, If one or more riders are executed by Borrower and recorded together with

this Security Instrument, the covenants a supplement the covenants and agreement Instrument. [Check applicable box(es)]		
Adjustable clare Rider	Condominium Rider	2-4 Family Rider
Graduated Payment, Rider Other(s) [specify]	Planned Unit Development Ric	der
BY SIGNING BELOW, Borre we' Instrument and in any rider(s) executed by		
10 VVI 53 10 8	Robert A. Miche	Muchaels (Seal) Richaels (Seal)
	Genevieve H. 1 [Space Below This Line for Acknowledgment] -	fichaels (Seal)
	OUNT	
COOK CON41A RECOGNES 145232 14544 4269 98/19/86 1 DEPT-91 RECORDING DEPT-91 RECORDING		
State of Illinois, Cook	County ss:	TA
the undersigned	a Notare Dul	plic in and for said county and state

CODK COUNTY RECORDER 人の629年-98-* U# 0894# 429 68/13/86 15:53:66 2222#1 \$14 52 DEPT-91 RECORDING

State of Illinois,
I, the undersigned
do hereby certify that Robert A. Michaels & Genevieve H. Michaels, htc wife
scribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . F. he y
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes
therein set forth.
Given under my hand and official seal, this
My Commission expires: \$\lambda_1/87\$ Earlan Others
Notary Public

UNIFORM COVENALTS BOLOWS and Linds Constitution of The Constitutio

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 insu ance 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 necessary con nake up the deficiency in one or more payments as required by Lender.

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

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

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

Borrower shall promptly discharge any li n 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 Sicurity 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 tak for e or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended cov rage" 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, Portower 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 or applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the incurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

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

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

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

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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 Security Instrument, including, but not ilmited 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 Bottower's reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Bottower's 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 Security instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: 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

remedies permitted by this Security Instrument without further notice of demand on Borrower shall have the right to have

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

16, Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Sciently of any 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 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in the life of the Property of the Property or any part of the Property of the Prope

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security transment or the Note jurisdiction in which the Property is located. In the event that any provision or clause of this 3 curity Instrument or the

15. Coverning Law; Severability. This Security Instrument shall be governed by fall as and the law of the in this peragraph.

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

71 Aqanganaq permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of partial prepayment without any prepayment charge under the wote.

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 unenfort sable 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 limits will be refunded to Borrower. Lender may one to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. (It a clund reduces principal, the reduction will be treated as a under the Note or by making a direct payment to Borrower. (It a clund reduces principal, the reduction will be treated as a charges, and that law is finally interpreted so that the interest or other loan charge sollected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded

If the loan secured by his Security Instrument is subject to a law which sets maximum loan 12. Loan Charges.

that Borrower's consent.

modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrumer i; 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 coligated to pay Instrument but does not execute the 1401; (a) is co-signing this Security Instrument only to morigage, grant and convey 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

shall not be a waiver of or preduce the exercise of any right or remedy.

II. Successors and Assim a Bound; Joint and Several Liability; Co-signers. The covenants and agreements of by the original Borrower or Beropwer's successors in interest. Any forbeatance by Lender in exercising any right or remedy Lender shall not be it quined to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise (nod)ly amortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrowe shall not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of amorpization of the sums secured by this Security Instrument granted by Lender to any successor in

postpone the 6.3 date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments of 10. Boy 100 et Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or 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. 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.

the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, Any balance shall be before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 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.

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. Inspections of the Property. Lender

8. Inspections of the Property. Lender

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

OF

			_	1986
"Security Instrumen	it") of the same date given by the	he undersigned (the "Borrower") to se	Deed of Trust or Security Deed (the cure Borrower's Note to
of the same date and	covering the Property describe	ed in the Security	y Instrument and local	
The Property includ	les a unit in, together with an	undivided inter	est in the common el	ements of, a condominium project
known as: Eastridge Co	ondominium Associatio	n #2	m Project)	
"Owners Associatio	Project"). If the owners ass	ociation or other or the benefit or	er entity which acts f use of its members of	or the Condominium Project (the or shareholders, the Property also s of Borrower's interest.
	UM COVENANTS. In addition		nts and agreements	made in the Security Instrument,

Borrower and Lenger further covenant and agree as follows:

A. Condowinium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituen 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 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 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 provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for have of insurance on the Property; and

(ii) Borrower's obligation under 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 in grance 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 in : Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim, for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereof assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after nuice 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, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(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 coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower serured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interesting on 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.

x Popul a Muchiels Robert A. Michaels