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## **MORTGAGE**

THIS MORIGAGE ("Security Instrument") is given on
1986. The morte voris MARTIN J. TIMLIN and GERMAINE L. TIMLIN. his wife
("Borrower"). This Security Instrument is given to
Fidelity Federal Say & Loan Assoc of Chicago which is organized and existing
under the laws of that Inited States of America and whose address is
5455 West Ber ont Avenue Chicago Illinois 69641 ("Lender").
Borrower owes Lender the principal sum ofTRENTY. THOUSAND. AND. UV.11UU
Dollars (U.S. \$.20,,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 onSERTEMBER_1ZUL1
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 performarice of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in

Unit 17D together with its individed percentage interest in the common elements in El Lago Concominium as delineated and defined in the Declaration recorded as Document No. 24998056, in Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No.

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Vol. 472

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	[Zip Code]	, , ,			

TOORTHER 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.

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UNIFORM COVENANTS. Borrower and Lender covenant ambagics as follows: 3 9 9

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

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

3. Application of Payments. 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. Enrower 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 these obligations in the manner provided in paragraph 2. pay them on time directly to the person ov co payment. Borrower shall promptly furnish to Lender all notices of amounts, to be paid under this paragraph. If Borro ver makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any hen which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation scarred 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 lier to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority ever this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the 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 coverage" 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, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower's hall give prompt notice to the insurance

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds thalf be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Length'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 insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 50 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 y Instrument. Unless Borrower and Lender paragraph cother terms of recovery the state of Borrower and Lender paragraphs of the terms of recovery the state of the stat 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. (a) pays Lender all sums which then would be due under this Security Instrument, and the Note had no acceleration occurred. It is against which then would be due under this Security Instrument, and the Note had no acceleration occurred. (b) cutes any detault of any other covenants or agreements; (c) pays all expenses incurred in enforcing this fortuity Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may fortuity Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may obligation to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay, the same secured by this Security Instrument shall continue unchanged. Upon reinstatement by both spanning the security instrument and the obligations accurred hereby shall remain fully effective as if no acceleration had becourted. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in 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 remedica permitted by this Security Instrument without further notice or 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 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

federal law anof the date of this Security Instrument Learning of the Secretive Copy. Borrower shall be given one conformed copy of the Note and of this Secretive Instrument.

12. Transfer of the Property or a Beneficial Interest in Borrower. If all or any plut of the Property or any interest in it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred for transferred or transferred and Borrower is not a natural person) without liender payment in full of all sums second or transferred by this Security Instrument, However, this option aball not be exercised by Lender if exercise is prohibited by security instrument, However, this option shall not be exercised by Lender if exercise is prohibited by second or transferred by this Security Instrument.

More and declared to be severable: 10 M Note conflicts with applicable law, such conflict shall not affect other provisions of this Security for runent or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security fustrument and the

This Security Instrument shall be governed by feur. at the law of the further any provision or clause of this Security Instrument or the further any provision or clause of this Security Instrument or the indergereq eith ni

first class mail to Lender's address stated herein or any other address Lender designates by hother 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 Property Address or any other address Borrower designates by notice to Lender. Any a stice to Lender shall be given by 14. Notices. Any notice to Borrower provided for in this Security Inst. v. a. 1 the notice shall be directed to the mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

71 dqmgmaq permitted by paragraph 19-16 Lender exercises this option, Lender shall is ee it e steps specified in the second paragraph of may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies rendering any provision of the Note or this Security Instrument unenfor ea he according to its ferms, Lender, at its option, If enactmen o expiration of applicable laws has the effect of

partial prepayment without any prepayment charge under the Note. permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Mole or by making a direct payment to Borrower. It a reft nd reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded Loss Charges, and that less family interpreted by the accurred by the architect in the collected or to be collected in connection with the loss exceed the permitted limits, il en (a) any such loss charge shall be reduced by the amount connection with the loss exceed the permitted limits, il en (a) any such loss charge shall be reduced by the amount

the sums secured by this Scounty Instrument; -... 1 (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without this Security instrument aliasi bind and "Note: and Several Liability; Co-signers. The covenants and agreements of ping Security instrument shall bind and "Note: and assigns of Lender and Borrower, subject to the provisions of pingstaph!! Borrower who co-signs this Security instrument only to mortgage, grant and convey that does not execute the Morte: (a) is co-signing this Security Instrument only to mortgage, grant and convey that does not execute the Morte (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower and convey that Borrower and convey that Borrower in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay that the security in the Borrower and any other Borrower and any other Borrower and any other security that the security is security in the Borrower and any other Borrower and any other security that security is a security that security is not personally obligated to pay the security in the Borrower and any other Borrower and any other security that security is not personally obligated to pay the security in the Borrower and any other Borrower and any other Borrower and any other Borrower.

shall not be a waiver of or precited the exercise of any right or remedy. by the original Borrower or Berrower's successors in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be returned to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify a monthly interest or treatment or otherwise modify a monthly interest or refuse to the manufacture of the monthly interest or refuse to the modify a monthly interest or the modify and the modify in the modification of air, it ation of the sume accured by this Security Instrument granted by Lender to any successors in interest. In Borrower of Borrower of the original Borrower or Borrower's successors in interest.

postpone the dut de to of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments or London Meiver. Extension of the time for payments or Unless D. ceer 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. givent Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or, paid to Borrower.

Only the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is

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

Borrower shall pay the premiura required to maintain the marance in effect until such time as the requirement for the insulations are confirmated in the premiural population of or prior to an inspection specifying reasonable cause for the Property. Lender shall give Borrower's and Lender teasonable cause for the Property. Lender shall give Borrower's are the time of or prior to an inspection specifying reasonable cause for the Property. Lender as the time of or prior to an inspection specifying reasonable cause for the Property. Lender as the time of or prior to an inspection with any condemnation or other taking of any part of the Property, or for conveyance in tieu of condemnation, are hereby assisting the property of the Property, or for conveyance in tieu of condemnation, are hereby assisting the property of the Property or for conveyance in tieu of condemnation, are hereby assisting the property of the Property or for conveyance in tieu of condemnation, are hereby assisting the property of the Property or for conveyance in tieu of condemnation, are hereby assisting the property of the Property or for conveyance in the or condemnation, are hereby assisting the property of the Making the loader required mortgage insurance as a condition of making the loan secured by this Seougity Instrument,

## N CONDOMINAUM BADER

THIS CONDOMINIUM RIDER is made the	his1 <i>7.</i> t.b	dnv of	Jly	19.86
and is incorporated into and shall be deemed "Security Instrument") of the same date given FIDELITY FEDERAL SAVINGS AND LOA	to amend and supple	ment the Mortgage	, Deed of Trust or Secur	ity Deed (the
of the same date and covering the Property des 6157NorthSheridanUnit170	earlibed in the Securit	v Instrument and lo	ented at:	•
+.	[Property Addr	0\$5		
The Property includes a unit in, together wit	h an undivided inter	rest in the common	elements of, a condomi	nium project

El Lago Condominium Association (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.

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

A. Condaminium Obligations, Borrower shall perform all of Borrower's obligations under the Condominium Project's Considerat Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condormium 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 "blanker" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, or the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended cove.age," 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 hazard insurance on the Property; and

(ii) Borrower's obligation ander 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 promp' notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common depents, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secure 1 b/ the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy recotable 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, and hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Incomment as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(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 Documer's if the provision is for the express benefit of Lender:

(iii) termination of professional management and assumption of self-remagement 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 after Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrow's secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall been interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borro ver requesting payment.

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

Mortin O Timlin (Seal)

Gunzano Z. Timbi (Scal)

LOAN NO. 2-111460-9

OF

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