

UNOFFICIAL COPY

J. E. Lexow

*Box 156
Return to Dan Arclo
(Cicero)*

PREPARED BY: Jill E. Lexow
HINSDALE FEDERAL SAVINGS and LOAN
P.O. BOX 386 HINSDALE, ILLINOIS 60521

87449922

[Space Above This Line For Recording Data]

LOAN # 012-1306267

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 23
 1987. The mortgagor is OAK PARK TRUST & SAVINGS AS TRUSTEE UNDER AGREEMENT DATED 09/09/80
 AND KNOWN AS TRUST NO. 8569 ("Borrower"). This Security Instrument is given to HINSDALE
FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing
 under the laws of the UNITED STATES, and whose address is P.O. BOX 386
GRANT SQUARE HINSDALE, IL 60521 ("Lender").
 Borrower owes Lender the principal sum of TWENTY THOUSAND AND NO/100
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 on JULY 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 other 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
 the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
 located in COOK County, Illinois:

C872669 2088

THIS RIDER ATTACHED HERETO IS A PART OF THE MORTGAGE TO WHICH IT IS ATTACHED:

UNIT NO. 1-S IN WENONAH CONDOMINIUM, AS DELINEATED ON A SURVEY
 OF THE FOLLOWING DESCRIBED REAL ESTATE:
 LOTS 34 AND 35 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 TO 9
 INCLUSIVE IN WALLEN AND PROBST'S ADDITION TO OAK PARK IN THE
 NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST
 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,
 WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF
 CONDOMINIUM RECORDED AS DOCUMENT 25705630 TOGETHER WITH ITS
 UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK
 COUNTY, ILLINOIS.

EXEMPTION APPROVED
J. E. Lexow
VILLAGE CLERK
VILLAGE OF OAK PARK

PERMANENT TAX NUMBER: 16-18-103-021-1004 *dm*

THIS RIDER IS A PART OF THE MORTGAGE TO WHICH IT IS ATTACHED:

This mortgage is executed by the Oak Park Trust and Savings,
 not personally but as Trustee as aforesaid, in the exercise of the power and authority
 conferred upon and vested in it as such Trustee. It is expressly understood and agreed
 by the mortgagee therein and by every person now or hereafter claiming any right or
 security hereunder that nothing contained herein or in the note secured by this mortgage
 shall be construed as creating any liability on the Oak Park Trust and Savings
 or any of the beneficiaries under said trust agreement personally to pay said note or
 any interest that may accrue thereon, on any indebtedness accruing hereunder or to
 perform any covenants either express or implied herein contained, all such liability,
 if any, being expressly waived, and that any recovery on this mortgage and the note
 secured hereby shall be solely against and out of the property hereby conveyed by
 enforcement of the provisions hereof and of said note, but this waiver shall in no way
 affect the personal liability of any co-signer, endorser or guarantor of said note.

87449922

Illinois (Property Address)
(Zip Code)

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 seized 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.

2088

Margaret O'Donnell
Notary Public, State of Illinois
My Commission Expires 4/30/83

Margaret O'Donnell
Notary Public

[Signature]
Assistant Secretary

BY: [Signature] Assistant Vice President
OAK PARK TRUST & SAVINGS BANK
not personally but as Trustee as aforesaid.

This sheet is attached to and forms a part of a certain mortgage dated June 23, 1987 from the undersigned, Oak Park Trust & Savings Bank, not personally but as Trustee as aforesaid, Mortgage, covering real estate in Cook County, Illinois.

This mortgage is executed by OAK PARK TRUST & SAVINGS BANK, not personally, at as Trustee under a deed or deeds in trust delivered pursuant to Trust Agreement dated September 9, 1980 and known as Trust No. 8569 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument and the note secured hereby); and no personal liability shall exist or be asserted or enforced against the said Bank generally or in any capacity other than as Trustee as aforesaid, because or in respect of this mortgage or the said note, and its liability as such Trustee shall be limited to and enforceable only out of the property described in this mortgage, by enforcement of the lien hereof, and no duty shall rest upon said Bank to sequester, hold or maintain as a continuing trust asset any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

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OAK PARK TRUST & SAVINGS AS TRUSTEE UNDER TRUST AGREEMENT DATED 09/09/80, AND KNOWN AS TRUST NO. 8569
BY: _____ (Seal) - Borrower
ATTEST: _____ (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Other(s) [specify]
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Planned Unit Development Rider

23. Riders to this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, and then to the sums secured by this Security Instrument, receiver's bond and reasonable attorneys' fees, and then to the sums secured by this Security Instrument, receiver's bond and reasonable attorneys' fees, 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, payment of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender at its option may require immediate payment in full of all sums secured by 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-secured by this Security Instrument, foreclosure, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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, 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 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.

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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."

which has the address of 514 S. WENONAH (Street) OAK PARK (City) Illinois 60304-1059 (Zip Code)

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Property of Cook County

UNIT NO. 1-S IN WENONAH CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 34 AND 35 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 TO 9 INCLUSIVE IN WATLEN AND PROBST'S ADDITION TO OAK PARK IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 10 WEST, COOK COUNTY, ILLINOIS.

THIS RIDER ATTACHED HERETO IS A PART OF THE MORTGAGE TO WHICH IT IS ATTACHED: Borrower owes Lender the principal sum of TWENTY THOUSAND AND NO/100 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 on JULY 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 other 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 the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

9872669 2051

THIS MORTGAGE ("Security Instrument") is given on JUNE 23 1987. The mortgage is OAK PARK TRUST & SAVINGS AS TRUSTEE UNDER AGREEMENT DATED 09/09/80 AND KNOWN AS TRUST NO. 8569 ("Borrower"). This Security Instrument is given to HINSDALE FEDERAL SAVINGS AND LOAN ASSOCIATION which is organized and existing under the laws of the UNITED STATES OF AMERICA and whose address is P.O. BOX 386 GRANT SQUARE, HINSDALE, IL 60521 ("Lender").

MORTGAGE

LOAN # 012-1306267

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PREPARED BY: JILL E. LEXOW HINSDALE FEDERAL SAVINGS AND LOAN P.O. BOX 386 HINSDALE, ILLINOIS 60521

Box 152 (Return to Dan Jackson)

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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 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 non-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. 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. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify] **MORTGAGE RIDER-PARAGRAPH 17 SUPPLEMENT**

DEPT-61 RECORDING \$19.00
TRAN 1741 02/13/87 14:43:06
#7836 # D * - 137 - 44 1982

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

OAK PARK TRUST & SAVINGS
AS TRUSTEE UNDER TRUST AGREEMENT DATED
09/09/80, AND KNOWN AS
TRUST NO. 8569

BY:(Seal)
-----Borrower

ATTEST:(Seal)

This mortgage is executed by OAK PARK TRUST & SAVINGS BANK, not personally, but as Trustee under a deed or deeds in trust delivered pursuant to Trust Agreement dated September 9, 1980 and known as Trust No. 8569 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument and the note secured hereby); and no personal liability shall exist or be asserted or enforceable against the said Bank generally or in any capacity other than as Trustee as aforesaid, because or in respect of this mortgage or the said note and its liability as such Trustee shall be limited to and enforceable only out of the property described in this mortgage, by enforcement of the lien hereof, and no duty shall rest upon said bank to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

This sheet is attached to and forms a part of a certain mortgage dated June 23, 1987 from the undersigned, Oak Park Trust & Savings Bank, not personally but as Trustee as aforesaid, Mortgagor, to Hinsdale Federal Savings and Loan Assn. Mortgagee, covering real estate in Cook County, Illinois.

OAK PARK TRUST & SAVINGS BANK
not personally but as Trustee as aforesaid.

BY: [Signature]
Assistant Vice President

ATTEST: [Signature]
Assistant Secretary

Margaret O'Donnell
Notary Public, State of Illinois
My Commission Expires 4/30/89

[Signature]
Notary Public

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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 settle 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 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 such payments.

10. Borrower Not 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 amortization 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) in 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 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 necessary to reduce the charge to the permitted limit; and (b) any sums 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 paragraph 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 notice 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 when 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 or the Note 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.

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 be levied on the Property; (b) yearly hazard insurance premiums; and (c) 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 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 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.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may be levied 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 lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the 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 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 be applied to restoration or repair of the Property damaged, or 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 insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall 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 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.

87449922

UNOFFICIAL COPY

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agrees 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 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 non-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. 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. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify] MORTGAGE RIDER-PARAGRAPH 17 SUPPLEMENT

DEPT-41 RECORDING \$19.00
TRAN 1741 08/13/87 10:43:00
#7030 # D * -237 44 1920

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

OAK PARK TRUST & SAVINGS
AS TRUSTEE UNDER TRUST AGREEMENT DATED
09/09/80, AND KNOWN AS
TRUST NO. 8569

BY:(Seal)
--Borrower

ATTEST:(Seal)

This mortgage is executed by OAK PARK TRUST & SAVINGS BANK, not personally, but as Trustee under a deed or deeds in trust delivered pursuant to Trust Agreement dated September 9, 1980 and known as Trust No. 8569 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument and the note secured hereby); and no personal liability shall exist or be asserted or enforceable against the said Bank generally or in any capacity other than as Trustee as aforesaid, because or in respect of this mortgage or the said note, and its liability as such Trustee shall be limited to and enforceable only out of the property described in this mortgage, by enforcement of the lien hereof, and no duty shall rest upon said bank to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

87449922

This sheet is attached to and forms a part of a certain mortgage dated June 23, 1987 from the undersigned, Oak Park Trust & Savings Bank, not personally but as Trustee as aforesaid, Mortgagor, to Hinsdale Federal Savings and Loan Assn. Mortgagee, covering real estate in Cook County, Illinois.

OAK PARK TRUST & SAVINGS BANK
not personally but as Trustee as aforesaid.

BY: [Signature]
Assistant Vice President

ATTEST: [Signature]
Assistant Secretary

Margaret O'Donnell
Notary Public, State of Illinois
My Commission Expires 4/30/89

[Signature]
Notary Public

1900

19 60

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."

This mortgage is executed by the Oak Park Trust and Savings... not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee therein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on the Oak Park Trust and Savings... effect the personal liability of any co-signer, endorser or guarantor of said note.

87449922

THIS RIDER IS A PART OF THE MORTGAGE TO WHICH IT IS ATTACHED:

UNIT NO. 1-S IN MENONAH CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 34 AND 35 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 TO 9 INCLUSIVE IN WALLEN AND PROBST'S ADDITION TO OAK PARK IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25705630 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

THIS RIDER ATTACHED HERETO IS A PART OF THE MORTGAGE TO WHICH IT IS ATTACHED: COOK County, Illinois: located in... For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property... Borrower owes Lender the principal sum of TWENTY THOUSAND AND NO/100 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 on JULY 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 other 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 the Note.

CG-72669 2017

MORTGAGE

LOAN # 012-1306267

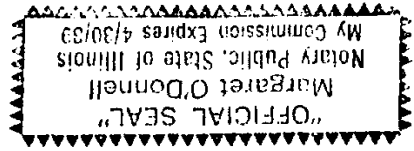
[Space Above This Line For Recording Date]

87449922

PREPARED BY: JILL E. LEXON HINSDALE FEDERAL SAVINGS AND LOAN P.O. BOX 386 HINSDALE, ILLINOIS 60521

Box 152 (Return to Don Orsola)

Tolson



Margaret O'Donnell
Notary Public

Given under my hand and Notarial Seal this 23rd day of June, 19 87.

I, Margaret O'Donnell, a Notary Public in and for said County, in the State of Illinois, do HEREBY CERTIFY, that Patricia C. Jopson, Assistant Vice President of the OAK PARK TRUST & SAVINGS BANK, and Dennis John Carrara, Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

[Space Below This Line for Acknowledgments]

(Seal)
Borrower

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agrees 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 15 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the

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Eden

Box 156
Return to Dan Arnold
(Cicero)

PREPARED BY: Jill E. Lexow
HINSDALE FEDERAL SAVINGS and LOAN
P.O. BOX 386 HINSDALE, ILLINOIS 60521

87449922

[Space Above This Line For Recording Data]

LOAN # 012-1306267

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 23
1987. The mortgagor is OAK PARK TRUST & SAVINGS AS TRUSTEE UNDER AGREEMENT DATED 09/09/80
KNOWN AS TRUST NO. 8569 ("Borrower"). This Security Instrument is given to HINSDALE
FEDERAL SAVINGS AND LOAN ASSOCIATION which is organized and existing
under the laws of THE UNITED STATES, and whose address is P.O. BOX 386
GRANT SQUARE HINSDALE, IL 60521 ("Lender").
Borrower owes Lender the principal sum of TWENTY THOUSAND AND NO/100
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 on JULY 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 other 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
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in COOK County, Illinois:

C872669 2089

THIS RIDER ATTACHED HERETO IS A PART OF THE MORTGAGE TO WHICH IT IS ATTACHED:

UNIT NO. 1-S IN WENONAH CONDOMINIUM AS DELINEATED ON A SURVEY
OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOTS 34 AND 35 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 TO 9
INCLUSIVE IN WALLEN AND PROBST'S ADDITION TO OAK PARK IN THE
NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,
WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF
CONDOMINIUM RECORDED AS DOCUMENT 25705630 TOGETHER WITH ITS
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK
COUNTY, ILLINOIS.

RECEPTION APPROVED
VILLAGE CLERK
VILLAGE OF OAK PARK

PERMANENT TAX NUMBER: 16-18-103-021-1004

THIS RIDER IS A PART OF THE MORTGAGE TO WHICH IT IS ATTACHED:

This mortgage is executed by the Oak Park Trust and Savings,
not personally but as Trustee as aforesaid, in the exercise of the power and authority
conferred upon and vested in it as such Trustee. It is expressly understood and agreed
by the mortgagee therein and by every person now or hereafter claimant, any right or
security hereunder that nothing contained herein or in the note secured by this mortgage
shall be construed as creating any liability on the Oak Park Trust and Savings
or any of the beneficiaries under said trust agreement personally to pay said note or
any interest that may accrue thereon, on any indebtedness accruing hereunder or to
perform any covenants either express or implied herein contained, all such liability,
if any, being expressly waived, and that any recovery on this mortgage and the note
secured hereby shall be solely against and out of the property hereby conveyed by
enforcement of the provisions hereof and of said note, but this waiver shall in no way
affect the personal liability of any co-signer, endorser or guarantor of said note.

87449922

Illinois (Zip Code)

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.

2089

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LOAN NO. 012-1306267

RIDER

This Rider is made this TWENTY-THIRD day of JUNE, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned ("the borrower") to secure Borrower's Note to HINSDALE FEDERAL SAVINGS and LOAN ASSOCIATION

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 514 S. WENONAH
OAK PARK, IL 60304-1059
(PROPERTY ADDRESS)

If anything contained in this Rider shall be inconsistent in any way with the Security Instrument, the terms and conditions of this Rider shall control.

To more fully define what is meant in paragraph 17 of the Security Instrument concerning transfer of property, change in ownership shall mean any transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited to, by virtue of the generality thereof, an option to purchase contained in a lease or in a separate document, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the borrower is a corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an acceleration of the obligation as set forth in the Security Instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise, whether it be directly or indirectly, of the premises covered hereby without the consent of the mortgagee.

By signing this, Borrower agrees to all of the above.

OAK PARK TRUST & SAVINGS
AS TRUSTEE UNDER TRUST AGREEMENT DATED
09/09/80 , AND KNOWN AS TRUST NO. 8569

87449922

The foregoing instrument is executed by Oak Park Trust & Savings Bank, not personally or in its individual capacity, but solely as Trustee under the provisions of the trust agreement identified by its trust number therein referred to; and such instrument is delivered upon the express agreement, anything therein to the contrary notwithstanding, that no personal liability or responsibility is assumed by or shall at any time be asserted or enforced against said Bank, or its agents or employees, or against the beneficiaries under such trust agreement, on account of any covenant, undertaking or agreement in such instrument contained, and that all such personal liability and responsibility, if any, is expressly waived and released by the remaining party or parties thereto, and those claiming by, through or under them, and that all such persons shall look solely to the trust property for the enforcement of their rights under such instrument, and that no duty shall rest upon said Bank, individually or as trustee, to sequester or retain the trust property or avails thereof or proceeds arising from any disposition thereof, as a fund with respect to which recovery may be enforced under the foregoing instrument or otherwise.

IN WITNESS WHEREOF, Oak Park Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ^{Assistant} Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 23rd day of June, 1987

OAK PARK TRUST & SAVINGS BANK,
as Trustee as aforesaid and not personally

BY: [Signature]
Assistant Vice President

ATTEST:
[Signature]

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Property of Cook County Clerk's Office

Public

County

UNOFFICIAL COPY

87449922

BY: _____ (BORROWER) (Seal)
ATTEST: _____ (BORROWER) (Seal)

Property of Cook County Clerk's Office

This Rider is made this TWENTY-THIRD day of JUNE, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned ("the borrower") to secure Borrower's Note to HINSDALE FEDERAL SAVINGS and LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 514 S. WENONAH OAK PARK, IL 60304-1059 (PROPERTY ADDRESS)

RIDER

LOAN NO. 012-1306267

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2/1/2010

2/1/2010

UNOFFICIAL COPY CONDOMINIUM RIDER

LOAN NO. 012-1306267

THIS CONDOMINIUM RIDER is made this TWENTY-THIRD day of JUNE, 19 87 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 HINSDALE FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 514 S. WENONAH, OAK PARK, IL 60304-1059 [Property Address]

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

WENONAH CONDO ASSN.

[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. 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 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 on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount, 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 hazard 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 insurance 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 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 hereby 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 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 Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance 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 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.

OAK PARK TRUST & SAVINGS
AS TRUSTEE UNDER TRUST AGREEMENT DATED
09/09/80, AND KNOWN AS
TRUST NO. 8569

BY.....(Seal)
Borrower

The foregoing instrument is executed by Oak Park Trust & Savings Bank, not personally or in its individual capacity, but solely as Trustee under the provisions of the trust agreement identified by its trust number therein referred to; and such instrument is delivered upon the express agreement, anything therein to the contrary notwithstanding, that no personal liability or responsibility is assumed by or shall at any time be asserted or enforced against said Bank, or its agents or employees, or against the beneficiaries under such trust agreement, on account of any covenant, undertaking or agreement in such instrument contained, and that all such personal liability and responsibility, if any, is expressly waived and released by the remaining party or parties thereto, and those claiming by, through or under them, and that all such persons shall look solely to the trust property for the enforcement of their rights under such instrument, and that no duty shall rest upon said Bank, individually or as trustee, to sequester or retain the trust property or avails thereof or proceeds arising from any disposition thereof, as a fund with respect to which recovery may be enforced under the foregoing instrument or otherwise.

IN WITNESS WHEREOF, Oak Park Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 23rd. day of June, 19 87

OAK PARK TRUST & SAVINGS BANK,
as Trustee as aforesaid and not personally

BY: [Signature]
Assistant Vice President

ATTEST: [Signature]

87449922

UNOFFICIAL COPY

Property of Cook County Clerk's Office

87449922

(Seal) Borrower
(Seal) Borrower
(Seal) Borrower
ATTEST

Property of Cook County Clerk's Office

This CONDOMINIUM RIDER is made this TWENTY-THIRD day of JUNE 19 87
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 HINSDALE FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
514 S. WENONAH, OAK PARK, IL 60304-1059
[Property Address]
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
WENONAH CONDO ASSN.
[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. 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 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 on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount, 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 hazard insurance contribution for hazard insurance on the Property and

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Property of Cook County Clerk's Office