COOK COUNTY, ILLINOIS FILED FOR RECORD

1987 SEP 28 PH 3:00

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MORTGAGE

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 October 1, 2002

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 performanc, of I lorrower's covenants and agreements under this Security Instrument and

Unit 102 and garage unit 102A in Costnut Hills as delineated on survey of lot 42 in Frederick H. Bartlett's Palos Township Farms 2nd addition. Being a subdivision of lots 36 to 41, inclusive, in Frederick H. Bartlett's Palos Township Farms 1st addition, being a subdivision of the west 3/4 of the south 1/2 of the south 1/2 of the north west 1/4: also the west 33 feet of the east 1/4 of section 1, Township 37 north, range 12 east of the third principal meridian, also the west 3/4 (except the south 33 feet thereof) of the north 1/2 of the north 1/2 of the south west 1/2 also the west 33 feet of the east 1/4 of said north 1/2 of the north 1/2 of the south west 1/4 of section 1, Township 37 north, range 12 east of the third principal meridian, (except the south 33 feet thereof) in Cook County, Illinois, which surva is attached as exhibit 'C' to Declaration of Condominium made by Bank of Hickory Hills, as Trustee Under Trust Agreement Dated March 26, 1976, known as Trust Number 410, recorded in the Office of The Recorder of Deeds of Cook County, Illinois, as Document 23918750 and as amended by Document 24007107; Together with an undivided percentage interest in the common elements as set forth in said declaration, in Cook County, Ill nots

Tax I.D. #23-01-306-027-1002,

Tax I.D. #23-91-306-027-1018

which has the address of 9147 S. Roberts Rd. Hickory Hills [Zo Cooe; ("Property Address"):

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will detend 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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This document was prepared by 5 Should be returned to after recordation: Standard Bank of Hickory Hills Attn: Irene Evens 7800 West 95th Street

Sestines For Lander and Records)	ental einfl woled special)
MA COMMISSION EXPIRES FEB. 10, 1988 **********************************	
SHIRTING ALEXAND	•••
	and a marketing of the
	My Commission expires:
Technology, je veb. 14382	Given under my hand and official seal, this
70	נסנילה.
free and voluntary act, for the uses and purposes therein	
ore me this day in person, and a knowledged that She	subscribed to the foregoing instrument, appeared bet
n to me to be the same priscin(s) whose name(s)	wond ellenostag , , , , , , , , , , , , , , , , , , ,
orced and not since remarried *******	to hereby certify that Christine Bowen, divo
a Mounty Public in and for said county and state,	
County 55:	ייי איז איז איז פיד לנגואסוג, ייי ייי גיסטא.
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(iss2)	<i>) </i>
Christine Bowen ——Bonever	7
x Chrotin Bourn (Seal)	()
and recorded with it.	Instrument and in any rider(s) executed by Borrower
nd agrees to the terms and covenants contained in this Security	ВУ ЅІСИІИС ВЕГОМ, Роптимет ассерья за
	Other(s) [specify]
unned Unit Development Rider	Graduated Parment Rider 🔲 Pla
ndominium Rider 🔲 2-4 Family Rider	
Security Instrument as if the rider(s) were a part of this Security	supplement the covenants and agreements of this fusitument. [Che.k. pplicable box(es)]
ents of each such rider shall be incorporated into and shall amend and	this Security 1. ettrument, the covenants and agreem
Il right of homestead exemption in the Property. e or more riders are executed by Borrower and recorded together with	
	Instrument without charge to Borrower. Burrower a
then to the sums secured by this Security Instrument. ured by this Security Instrument, Lender shall release this Security.	
n of rents, including, but not limited to, receiver's fees, premiums on	costs of management of the Property and collection
sected by Lender or the receiver shall be applied first to payment of the	
s following judicial sale, Lender (in person, by agent or by judicially	prior to the expiration of any period of redemption
its of title evidence, under paragraph 19 or abandonment of the Property and at any time	but not limited to, reasonable attorneys' tees and cost not limited to, reasonable attorneys' tees and cost long acceleration.
and may foreclose this Security Instrument by judicial proceeding, red in purauing the remedies provided in this paragraph 19, including,	
option may require immediate payment in full of all suurs secured by	before the date specified in the notice, Lender at its
steration and the right to assert in the foreclosure proceeding the non- ower to acceleration and foreclosure. If the default is not cured on or	
judicial proceeding and sale of the Property. The notice shall further	secured by this Security Instrument, foreclosure by
te the notice is given to Borrower, by which the default must be cured; the date specified in the notice may result in acceleration of the sums	default; (c) a date, not less than 30 days from the da
tice shall specify: (a) the default; (b) the action required to cure the	unless applicable law provides etherwise). The no
give notice to Borower prior to acceleration following Borrower's Y Instrument (but not prior to acceleration under paragraphs I and I I	

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

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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 of tettle 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 Lende, 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 energies 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 bene it the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and excements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the learns of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (a) 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 runs 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 coluces 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 Forrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender way a given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and 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 of the which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions. Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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requesting payment.

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 Any amounts disbursed by Lender this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

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

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

Instrument immediately prior to the acquisition.

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

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with say excess paid to Borrower. If restoration or repair is not economically leasible or Lender's security would be lessen d the insurance proceeds thall be Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lend at security is not lessened. If the

carrier and Lender. Lender may make proof of loss if not made promptly by Bor overall receipts of paid premiums and renewal notices. In the event of loss, Boardwer shall give prompt notice to the insurance

Lender shall have the right to hold the policies and renewals. If Lender lequires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

requires insurance. This insurance shall be maintained in the an ownts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borr ow r subject to Lender's approval which shall not be 5. Hazard Insurance. Borrower shall keep the in pprovements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term exter ded coverage," and any other hazards for which Lender

of the giving of notice.

the Property is subject to a lien which may attain pric. it were this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lier or take one or more of the actions set forth above within 10 days Borrowing 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 obligation secured by the lien in legal proceedings which in the Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender; so pinion 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 shortings the.'et.'o this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender shorting the lien and a Property; or of Lender Security Instrument. If Lender any early for the Property is subject to a lien man attain any part of the Property.

receipts evidencing the payments.

pay them on time directly to the perion owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Louriwer makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Worrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

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

application as a cre-it sainst the sums secured by this Security Instrument.

Upor payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Botrower any Funds here by Lender. Lender shall apply, no later than immediately refor to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application and the same second of the Property of the Second of the Second of the Second of the Property of the Second of the Second

amount necessary to make up the deficiency in one or more payments as required by Lender. amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either proniptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpers for which each debit to the Funds made. The Funds are pledged as additional security for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. 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 one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 3. 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

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 Mote and any prepayment and late charges due under the Mote. UNIFORM COVENAUTS. Borrower and Lender covenant and agree as follows:

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THIS CONDOMINIUM RIDER is made this 28th day of September 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	
STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS (the "Lender")	
of the same date and covering the Property described in the Security Instrument and located at: 9147 S. Roberts Rd. Hickory HIlls, Illinois 60457 [Property Address]	
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:	
Chestnut Hills [Name of Condomnum 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. Condorais imm 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 die, 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" pour; on the Condominium Project which is satisfactory to Lender and which provides insurance	
coverage in the amounts, fo. 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 in let 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 eleipents, 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, ake such actions as may be reasonable to insure that the Owners	
Association maintains a public liability insurance policy accepts ble 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 hereoy assigned and shall be paid to Lender. Such proceeds	
shall be applied by Lender to the sums secured by the Security Instanted as provided in Uniform Covenant 9.	
E. Lender's Prior Consent. Borrower shall not, except after of the 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-man, a ement of the Owners Association;	
or (iv) any action which would have the effect of rendering the public liability in Prance coverage maintained by	
the Owners Association unacceptable to Lender.	
F. Remedies. If Borrower does not pay condominium dues and assessments when due, there I ender 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 be ar 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.	
x Christine Bowen (Seal)	
Christine Bowen	
Chilachie bowell	
(Sm))	

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