

UNOFFICIAL COPY

COOK COUNTY RECORDS
FREDERICK DEER

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MORTGAGE 324668-481

1900

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 29
 1987. The mortgagor is SARA A FIELDS AND CHARLES W THOMSON MARRIED TO EACH OTHER
 ("Borrower"). This Security Instrument is given to
ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing
 under the laws of THE UNITED STATES OF AMERICA, and whose address is
25 East Campbell Street, Arlington Heights, Illinois 60005 ("Lender").
 Borrower owes Lender the principal sum of SEVENTY THOUSAND TWO HUNDRED AND 00/100
Dollars (U.S. \$ 70,200.00). 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 NOVEMBER 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:

BUILDING NO. 4, UNIT NO. 119C IN THE DANA POINT CONDOMINIUM, AS DELINEATED ON
 SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND (HEREINAFTER REFERRED TO AS
 'PARCEL'):

LOTS 'B' AND 'C' TAKEN AS A TRACT (EXCEPT THE NORTH 306.0 FEET OF THE WEST 350.0
 FEET AND EXCEPT THE NORTH 469.65 FEET LYING EAST OF THE WEST 350.0 FEET THEREOF)
 IN KIRCHOFF'S SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 10 AND 11, TOWNSHIP 41
 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 33, TOWNSHIP 42
 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF
 SAID SUBDIVISION RECORDED MAY 22, 1917 IN BOOK 152 OF PLATS, PAGE 15, IN COOK
 COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF
 CONDOMINIUM OWNERSHIP MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST
 NUMBER 22370 AND RECORDED SEPTEMBER 8, 1978 AS DOCUMENT 24 618,528, TOGETHER WITH
 THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNIT IN SAID PARCEL
 (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS
 THEREOF AS SET FORTH AND DEFINED IN SAID DECLARATION AND SURVEY). IN COOK COUNTY,
 ILLINOIS.

PERMANENT TAX NUMBER 08-10-201-024-1343 *br*

which has the address of 1605 EAST CENTRAL ROAD #119 C ARLINGTON HEIGHTS
60005 (Street) (City)
 Illinois (Zip Code) ("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 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.

87589888

This instrument was prepared by ROSALIND B. O'DONNELL, ASSISTANT ATTORNEY GENERAL, ILLINOIS

Notary Public (Seal) [Signature] Commission Expires: Feb 3, 1988

Witness my hand and official seal this 29th day of Oct 1987

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Sara A. Fields married to Charles W. Thomson, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be her free and voluntary act and deed and that she executed said instrument for the purposes and uses therein set forth.

STATE OF ILLINOIS COUNTY OF COOK

ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION 25 EAST CAMPBELL STREET ARLINGTON HEIGHTS, ILLINOIS 60005 ATTN: ROSALIND B. O'DONNELL ASSLT. VICE-PRESIDENT



[Space Below the Line for Acknowledgment]

CHARLES W. THOMSON (Seal) Sara A. Fields (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.

- Adjustable Rate Rider [checked]
Graduated Payment Rider []
Planned Unit Development Rider []
Other(s) [specify] 1 year ARM [checked]

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)]

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. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

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 require immediate payment in full of all sums secured by before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by 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 after the date specified in the notice, 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 require immediate payment in full of all sums secured by

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 require immediate payment in full of all sums secured by before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by 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 after the date specified in the notice, 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 require immediate payment in full of all sums secured by

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Property of Cook County Clerk

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 3 0 3

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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

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

Upon 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 attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the 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 under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

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

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

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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 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 a mortgagor's 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 prejudice to 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: (1) is 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; (2) is not personally obligated to pay the sums secured by this Security Instrument; and (3) 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 the law of the State of California 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. Note are declared to be severable.

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 Reinstatement. 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 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 remain fully effective as if no acceleration had occurred. However, this right to reinstatement shall not apply in the case of acceleration under paragraphs 13 or 17.

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This instrument was prepared by BOB ALLEN, REALTOR, 1100 N. WASHINGTON HEIGHTS, CHICAGO, ILLINOIS

My Commission Expires: 2-24-90

Witness my hand and official seal this 29th day of October, 1987

HE executed said instrument for the purposes and uses therein set forth. (his, her, their) have executed same, and acknowledged said instrument to be true and voluntary act and deed and that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, CHARLES W. THOMSON, MARRIED TO SARA A. FIELDS, personally appeared, a Notary Public in and for said county and state, do hereby certify that

Linda S. Davis, County of Cook, State of Illinois

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 it 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 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 compensation 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, 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 to part of the Property or to the sums secured by this Security Instrument, whether or not then due.

SARA A. FIELDS (Seal) - Borrower

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

- Other(s) [specify] 1 Year ARM
 - Graduated Payment Rider
 - Adjustable Rate Rider
 - Condominium Rider
 - 2-4 Family Rider
 - Planned Unit Development Rider
23. Rider(s) 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)]
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
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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 before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-secured by this Security Instrument, 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 and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; unless applicable law provides otherwise. The notice shall specify: (a) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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COOK COUNTY, ILLINOIS
FLOOR PLAN RECORD

1987 NOV -2 PM 1:14

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(Space Above This Line For Recording Data)

MORTGAGE 324668-481

19.00

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 ("Borrower"). This Security Instrument is given to ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION
 under the laws of THE UNITED STATES OF AMERICA, and whose address is 25 East Campbell Street - Arlington Heights, Illinois 60005 ("Lender").
 Borrower owes Lender the principal sum of SEVENTY THOUSAND TWO HUNDRED AND 00/100
Dollars (U.S. \$ 70,200.00). This debt is evidenced by Borrower's note
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 SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND (HEREINAFTER REFERRED TO AS
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 FEET AND EXCEPT THE NORTH 469.65 FEET LYING EAST OF THE WEST 350.0 FEET THEREOF)
 IN KIRCHOFF'S SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 10 AND 11, TOWNSHIP 41
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 (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS
 THEREOF AS SET FORTH AND DEFINED IN SAID DECLARATION AND SURVEY), IN COOK COUNTY,
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PERMANENT TAX NUMBER 08-10-201-024-1343

which has the address of 1605 EAST CENTRAL ROAD #119 C ARLINGTON HEIGHTS
60005 ILLINOIS
(Street) (City)
(Zip Code) ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
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 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.

TTI 23512 K Dow J

Office 87589888

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324658448
CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29TH day of OCTOBER, 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 ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1605 EAST CENTRAL ROAD #119 C. ARLINGTON HEIGHTS, ILLINOIS 60005 [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as DANA POINT [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 amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for 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.

PERMANENT TAX NUMBER 08-10-201-024-1343

Sara A. Fields (Seal)
SARA A. FIELDS Borrower

Charles W. Thomson (Seal)
CHARLES W. THOMSON Borrower

87589888

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Property of Cook County Clerk's Office

ONE YEAR ~~CONVERTIBLE~~ ARM RIDER

THIS ~~CONVERTIBLE~~ ARM RIDER is made this 29TH day of OCTOBER 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 Adjustable Rate Note (the "Note") to ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION, 25 E. CAMPBELL, ARLINGTON HEIGHTS, ILLINOIS 60005 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1605 EAST CENTRAL ROAD #119 C ARLINGTON HEIGHTS ILLINOIS 60005

(Property Address)

PERMANENT TAX I.D. NUMBER: 08-10-201-024-1343

The Note contains provisions allowing for changes in the interest rate. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate decreases, the Borrower's monthly payment will be lower. ~~Anytime during the first five years, the Borrower may convert the adjustable rate loan into a fixed rate, level payment, fully amortizing loan.~~

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.750%. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1ST day of NOVEMBER 19 88, and on that day of the month every 12 months thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an "Index." The Index is the NATIONAL MONTHLY AVERAGE COST OF FUNDS TO FSLIC INSURED SAVINGS AND LOAN ASSOCIATIONS, FEDERAL HOME LOAN BANK BOARD. The most recent Index figure available as of 45 days before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-HALF percentage points (2.50 %) to the Current Index. The sum will be my new interest rate. THE INTEREST RATE WILL NOT BE INCREASED OR DECREASED BY MORE THAN 2.0 PERCENTAGE POINTS ANNUALLY, BEGINNING WITH THE FIRST ADJUSTMENT, OR 6.0 % OVER THE LIFE OF THE LOAN.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay in full the principal I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

88868528

Borrower
(Sign Original Only)

(Seal)

Borrower

CHARLES W THOMSON

(Seal)

Charles W. Thomson

Borrower

SARA A FIELDS

(Seal)

IN WITNESS WHEREOF, BORROWER has executed this ~~Convertible~~ ARM Rider.

Upon Borrower's delivery of the executed modification to the Note, paragraph A above shall cease to be effective.

K. EFFECTIVENESS OF PROVISIONS

~~effect without any change.~~

~~Borrower can no longer exercise the option to convert. In this case, the terms of Borrower's Note will continue in effect without any change. If Borrower does not do this within the specified date, Borrower must execute and deliver to Lender the document evidencing the modification of the Note within the period set in Lender's notice as provided in paragraph A above.~~

J. BORROWER'S ELECTION NOT TO CONVERT

~~Borrower's monthly payment will begin as of the first monthly payment after the first Change Date. The monthly payment will be the amount that is necessary to repay in full the principal Borrower is expected to owe on the Change Date in substantially equal payments by the maturity date at the fixed interest rate. The new fixed interest rate will become effective on the first Change Date if Borrower chooses to convert to a fixed interest rate.~~

~~Lender shall set the fixed rate of interest payable by Borrower at a rate identical to the sum of the Federal Home Loan Mortgage Corporation's Required Net Yield for 60 day delivery of 30 year, fixed rate mortgages available 30 days prior to the first change Date plus ONE HALF OF ONE PERCENT (.50%), if no such Required Net Yield is available. Lender will determine the fixed interest rate by using a comparable figure. The new fixed interest rate will become effective on the first Change Date if Borrower chooses to convert to a fixed interest rate.~~

I. SELECTION OF FIXED INTEREST RATE AND MONTHLY PAYMENT ADJUSTMENT

fixed interest rate.

~~(iii) a date, not more than 15 days from the date the notice is given, by which Borrower must execute and deliver to Lender a document in the form required by Lender evidencing the modification of the Note to provide a~~

~~(iii) the amount of Borrower's new monthly payment at the fixed rate of interest; and~~

~~(ii) the fixed interest rate payable by Borrower if Borrower converts into a fixed interest rate loan;~~

to convert;

~~At Borrower's Request, Lender's "Notice of Changes" to Borrower pursuant to paragraph 4(f) of the Note given prior to the first Change Date shall also contain the following additional information pertaining to Borrower's option~~

H. LENDER'S NOTICE TO BORROWER

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice before each Change Date. The notice will advise me of:

- (i) the new interest rate on my loan as of the Change Date;
- (ii) the amount of my monthly payment following the Change Date;
- (iii) any additional matters which the Note Holder is required to disclose; and
- (iv) the title and telephone number of a person who will answer any question I may have regarding the notice.

B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; however, Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall give Borrower a notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of the notice.

C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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~~Borrower may, at Borrower's option, modify the repayment terms of the indebtedness secured hereby anytime during the first 5 years. At that time, Borrower may convert the Adjustable Rate Loan evidenced by the Note into a fixed interest rate loan to be fully repaid in equal monthly payments of principal and interest over the remaining term of the loan.~~

~~G. BORROWER'S OPTION TO CONVERT~~

If the loan secured by the 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 permitted limits, then: (1) any such loan charge shall be refunded by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceed 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 under this Note.

F. LOAN CHARGES

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property of an interest therein 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 Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal Law.

Uniform Covenant 17 of the Security Instrument is amended to read as follows:
E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

15. **Uniform Security Instrument; Governing Law; Severability.** This form of 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. 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, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

Uniform Covenant 15 of the Security Instrument is amended to read as follows:
D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

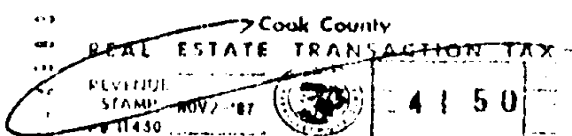
UNOFFICIAL COPY

325760 Dec 1987

THIS INDENTURE, made this 22nd day of September, 1987 between MARQUETTE NATIONAL BANK, a National Banking Association of Chicago, Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 1st day of December, 1986 and known as Trust Number 11512, party of the first part, and

ANGELO J. GELFO and IDA F. GELFO not as tenants in common, but as joint tenants, parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND NO/100----- dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, not as tenants in common, but as joint tenants, the following described real estate, situated in Cook County, Illinois, to-wit:
AS PER LEGAL DESCRIPTION ATTACHED.



12.00

Together with the tenements and appurtenances thereto belonging TO HAVE AND TO HOLD the same unto said parties of the second part forever, not in tenancy in common, but in joint tenancy

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any thereof) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its vice-president and attested by its assistant secretary, the day and year first above written.

Prepared By: Anne M. Scheurich
MARQUETTE NATIONAL BANK
6316 S. Western Avenue
CHICAGO, ILLINOIS 60636

MARQUETTE NATIONAL BANK
Trustee as aforesaid

By Anne M. Scheurich Vice-President
Attest Joyce Schreiner Assistant Secretary



This space reserved for rubers and revenue stamps

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STATE OF ILLINOIS }
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretaries of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
JOSEPHINE ROTI
Notary Public, State of Illinois
My Commission Expires 2/28/91

Given under my hand and Notarial Seal this 6th day of October, 1987.

Josephine Roti
Notary Public

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Unit 1B & G10
10965 S. 84th Ave., Palos Hills, IL 60465

FOR RECORDERS USE ONLY

ADDRESS OF GRANTEE
7149 S. Ridgeway, Chicago, IL 60629

1987 NOV -2 PM 1:14

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DELIVERY INSTRUCTIONS
NAME: Richard R. Della Croce, Esq.
STREET: 33 N. Dearborn, Suite 730
CITY: Chicago, IL 60602

RECORDERS OFFICE BOX NUMBER 15

UNOFFICIAL COPY

Units Nos. 1-B and G-10 in Hidden Valley Condominiums, as delineated on the Plat of Survey of the following described parcels of real estate:

PARCEL I:

That part of the East 9.34 acres (except the South 305 feet thereof) of the West 14.34 acres of the East 24.34 acres of the West 28.34 acres lying South of the Calumet Feeder of the South East 1/4 of Section 14, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at a point being 530 feet North and 53.9 feet West of the South East corner of said parcel; thence West 71.4 feet; thence North 103.4 feet; thence East 71.4 feet; thence South 103.4 feet to the point of beginning.

also

That part of the East 9.34 acres (except the South 305 feet thereof) of the West 14.34 acres of the East 24.34 acres of the West 28.34 acres lying South of the Calumet Feeder of the South East 1/4 of Section 14, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at a point being 330.6 feet North and 75.1 feet West of the South East corner of said parcel; thence West 71.3 feet; thence North 103.4 feet; thence East 71.3 feet; thence South 103.4 feet to the point of beginning, all in Cook County, Illinois, which Survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by Marquette National Bank, as Trustee under Trust Agreement dated December 1, 1986 and known as Trust Number 11512, recorded September 18, 1987, in the office of the Recorder of Deeds of Cook County, as Document 87-511,798, together with its percentage of the common elements as set forth in said Declaration (excepting therefrom all the space comprising all the other units as set forth in said Declarations) all in Cook County, Illinois.

also

PARCEL II:

Easements appurtenant to and for the benefit of Parcel I, as set forth in the Declaration of Condominium Recorded September 18, 1987 as Document Number 87-511,798 and as created by a Grant of Easement from State Bank of Countryside, as Trustee under Trust Agreement dated September 29, 1986 and known as Trust Number 198, recorded September 4, 1987 as Document Number 87-488,978, for ingress and egress, all in Cook County, Illinois.

Permanent Index No.: 23-14-400-010
Property Address: 10965 South 84th Avenue, Palos Hills, IL

Grantor also hereby grants to the grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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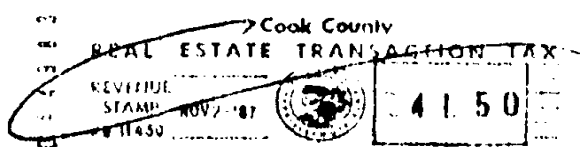
UNOFFICIAL COPY

87589889
11/11

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ANGELO J. GELFO and IDA F. GELFO
not as tenants in common, but as joint tenants, parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND NO/100----- dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, not as tenants in common, but as joint tenants, the following described real estate, situated in Cook County, Illinois, to-wit: AS PER LEGAL DESCRIPTION ATTACHED.



12.00

Together with the tenements and appurtenances thereto belonging TO HAVE AND TO HOLD the same unto said parties of the second part forever, not in tenancy in common, but in joint tenancy

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any) there before record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its vice-president and attested by its assistant secretary, the day and year first above written.

Prepared By: Anne M. Scheurich
MARQUETTE NATIONAL BANK
6316 S. Western Avenue
CHICAGO, ILLINOIS 60636

MARQUETTE NATIONAL BANK
Trustee as aforesaid

By Anne M. Scheurich
Anne M. Scheurich Vice-President

Attest Joyce Schreiner
Joyce Schreiner Assistant Secretary



This space reserved for taxes and revenue stamps

87589889

STATE OF ILLINOIS }
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereon affixed, as their free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
JOSEPHINE ROTI
Notary Public, State of Illinois
My Commission Expires 2/28/91

Given under my hand and Notarial Seal this 6th day of October, 1987

Josephine Roti
Notary Public

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Unit 1B & G10
10965 S. 84th Ave., Palos Hills, IL 60465

FOR RECORDERS USE ONLY

ADDRESS OF GRANTEE
7149 S. Ridgeway, Chicago, IL 60629

1987 NOV -2 PM 1:14

87589889

DELIVERY

NAME Richard A. Della Croce, Esq.
STREET 33 W. Dearborn, Suite 730
CITY Chicago, IL 60602

OR

INSTRUCTIONS

RECORDERS OFFICE BOX NUMBER 15

UNOFFICIAL COPY

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Beginning at a point being 530 feet North and 53.9 feet West of the South East corner of said parcel; thence West 71.4 feet; thence North 103.4 feet; thence East 70.4 feet; thence South 103.4 feet to the point of beginning.

also

That part of the East 9.34 acres (except the South 305 feet thereof) of the West 14.34 acres of the East 24.34 acres of the West 28.34 acres lying South of the Calumet Feeder of the South East 1/4 of Section 14, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at a point being 330.6 feet North and 75.1 feet West of the South East corner of said parcel; thence West 71.3 feet; thence North 103.4 feet; thence East 71.3 feet; thence South 103.4 feet to the point of beginning, all in Cook County, Illinois, which Survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by Marquette National Bank, as Trustee under Trust Agreement dated December 1, 1986 and known as Trust Number 11512, recorded September 18, 1987, in the office of the Recorder of Deeds of Cook County, as Document 87-511,798, together with its percentage of the common elements as set forth in said Declaration (excepting therefrom all the space comprising all the other units as set forth in said Declarations) all in Cook County, Illinois.

also

PARCEL II:

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Permanent Index No.: 23-14-400-010
Property Address: 10965 South 84th Avenue, Palos Hills, IL

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This Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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