COOK COUNTY, MILINOIS FILED FOR RECORD

1587 APR -1 PH 1: 21

87171895

	Come This Line For Records		•	
_	D JJG 143 MORTGAGE	-		500
THIS MORTGAGE ("Security Instrum 1987 The mortgagor is WILLIAM" J. WAR	ent") is given on E AND PATRICIA A.	MARCH 30 WARE, HIS WI	FE Cook	
Federal Savings of America	l "Berrower I. Unis Sect	iun, iuriomeni iz 6	ren to	and existing
under the laws of the United States of America Evergreen Park, Illi nois 60642	, and w	hose address is	360 Mest 35th 2	("Lender").
Borrower owes Lend of the principal sum ofE	OURTEEN THOUSAND	AND_NO/100		
dated the same date as Viv Security Instrument (paid earlier, due and pay ab) on APRIL 4, 2	"Note"), which provide 017	s for monthly paym	ents, with the fu This Securit	ll debt, if not v Instrument
secures to Lender: (a) the 'en yment of the debt modifications; (b) the payment of all other sums. Security Instrument; and (c) the 'erformance of E the Note. For this purpose, Borrov'er, does hereby located in	with interest, advanced forrower's covenants an mortgage, grant and co	under paragraph 7 (d agreements under onvey to Lender the	to protect the sec this Security Ins following descri	curity of this strument and bed property
	SURVEY OF THE FOL	LOWING DESCRI	BED PARCEL	OF REAL
ESTATE: LOT 1 IN CAGO DEVELOPMENT 95TH OF THE SOUTHWEST 1/4 OF THE SOUTH	THWEST 1/4 OF SEC MERIDIAN, IN COC DECLARATION MADE R 18"ST NUMBER 25 ILLINOIS AS DOCU	CTION 6, TOWNS OK COUNTY, ILL BY THE FIRST 15 OT RECORDED IN CMENT NUMBER 2	HIP 37 NORT INOIS, WHIC NATIONAL BA N THE OFFIC 2,788,882,	H, RANGE H SURVEY IS NK OF E OF THE TOGETHER
	0,			
MORTGAGOR(S) ALSO HEREBY GRANTS AND EASEMENTS APPURTENANT TO THE EASEMENTS FOR THE BENEFIT OF SAI	E ABOVE-DESCRIBE	REAL ESTATE,	THE RIGHTS	AND
THIS MORTGAGE IS SUBJECT TO ALL AND RESERVATIONS CONTAINED IN SAID DECLARATION WERE RECITED AS	AID DECLARATION T	THE SAME AS TH	DUGH THE PRO	ONS, COVENANTS OVISIONS OF
TAX NUMBER 24 06 301 045 1006	m	4	Ó	83
				87171895
which has the address of 7100 W. 95TH ST	TREET, UNIT 106	0.	AK LAWN	•
	[Street]		[Cay]	
Illinois60453 ("P	roperty Address");			
TOGETHER WITH all the improvements				

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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 preraiums, 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 clebit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security last um ant

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 escrib 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 he' 1 b/ Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make vertise 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 und a 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, 1/ late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragry on?; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall be 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 gravided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed paymin! Porrower shall promptly furnish to Lender all notices of amounts to be paid uncer this paragraph. If Borrower makes the e payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lien which i as paiority 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 incre 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 kenzier's approval which shall not be

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 thall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt actice 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 Porrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance parrier has offered to settie 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.

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.

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 heu 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 jettle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower No. Feleased; 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 a cessors in interest. Any forbearance by Lender in exercising any right or remedy

shall not be a warver of or preclude the exercise of any right or remedy

11. Successors and Assigns Bound, Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is a origining this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the Viria of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and self-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 stready 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 In timment and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the step, specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall we 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 v he vgiven as provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security in roument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

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

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

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

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

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

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

receiver's bonds an reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Open payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument with the state of the Borrower. Borrower shall pay any recordation costs.	-
22. Waiver of 110 metead. Borrower waives all right of homestead exemption in the Prop	erty.
23. Riders to this Security Instrument. If one or more riders are executed by Borrower a this Security Instrument, the co-enants and agreements of each such rider shall be incorporated supplement the covenants and regreements of this Security Instrument as if the rider(s) we Instrument. [Check applicable 50x(es)]	nd recorded together with into and shall amend and
	2-4 Family Rider
Graduated Payment Rider Planned Unit Development Rider	
Other(s) [specify]	
By Signing Below, Borrower accepts and agrees to the terms and covenants of Instrument and in any rider(s) executed by Borrower and recorded with it.	ontained in this Security
William J. WARE	
Patricia A. PATRICIA A. WARE	Wase (Scal)
State of Illinois	or said county
and state, do hereby certify that William D. Ware	- Patricia Q
which, personally known to me to be the same person(s) whose na	me(s) . A.S.C.
subscribed to the foregoing instrument, appeared before me this day	
acknowledged thathe.y signed and delivered the said instrumen	
free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this	March

My Commission Expires:

My Commission Expires Mar. 25, 1990

Mail To:

Cognitul Federal Savings of America 3960 West 95th Street Evergreen Park, IL 60642

PO415

INSTRUMENT WAS PREPARED BY FIGE FEDERAL SAVINGS

3960 WEST 95th STREET EVERGREEN PARK, ILLINOIS 60649

SUSAN M. BERTOCCHI

UNOFFICIALICA CONDOMINIUM RIDEI

THIS COS	DOMINIUM RIDER is made this	30TH	day of	MARCH	19 87
and is incorporate	ed into and shall be deemed to an	end and supp	lement the Mor	tgage, Deed of Trust	t or Security Deed (the
Security instituti	nent") of the same date given by th Capitol	Federal Saving	s of America		(the "Lender")
of the same date a	nd covering the Property describe 1,95TH STREET, UNIT 106,	ed in the Securi	ty Instrument a	and located at:	
The Property inci	ludes a unit in, together with an	undivided int	erest in the con	nmon elements of, a	condominium project
known as:	LEXINGTON MANOR				
***************************************		rate of Corrodimin			
	um Project"). If the owners assettion") holds title to property for				

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 Lengle, 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 Condomini im Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, "alclues 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 "inen:
- (i) Lender waises the projection in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazari's surance 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, an proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the accurity Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take our 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 f a camages, 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 a segned 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 notife to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
 - (iii) termination of professional management and assumption of self-management of the Owners Association:
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Len er may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower security 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.

or

Property of Cook County Clerk's Office