## **UNOFFICIAL COPY**

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Prepared by and Mail to Attorneys' National Hortgage Network, Inc. 19 South Lasalle Street Suite 502 Chicago, IL 60603

MAIL

## MORTGAGE

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PARCEL 1: UNIT NUMBER 131/0 AS DELINEATED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN BURNSIDE'S CAR PILLS COUNTRY CLUB VILLAGE SUBDIVISIONS, BEING SUBDIVISIONS OF PART OF THE NORTH 985 FEBT OF THE SOUTH WEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DEGLARATION OF CONDOMINIUM CHARSHIP MADE BY BURNSIDE CONSTRUCTION COMPANY, AN ILLINOIS CORPORATION, RECONDED IN THE OFFICE OF THE REGORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS LOCUMENT 23771002 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN BAID PARCEL

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE AY BURNSIDE CONSTRUCTION COMPANY, A CORPORATION OF ILLINOIS, DATED OCTOBER 1, 1976 AND RECORDED OCTOBER 25, 1976 AS DOCUMENT 23684698 AND CREATED BY DEED FROM BURNSIDE CONSTRUCTION COMPANY, A CORPORATION OF ILLINOIS TO JAMIS W. WOLFENSON DATED JANUARY 29, 1977 AND RECORDED MARCH 17, 1977 AS DOCUMENT 23653854 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 23-36-303-124-1001

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which has the address of 13140 WESTVIEW PALOS HEIGHTS.

[Street] [Street] PALOS HEIGHTS.

[Chy] ("Property Address");

Togettee Witte 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 flatures now or liereafter 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."

HORROWER COVENANTS that Dorrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencombered, 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 instruktion combines uniform coverants for national use and non-iniform coverants with finited variations by jurisdiction to constitute a uniform security instrument covering real property.

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1. Payment of Principal and Interest; Prepayment and Late Charges. Horrower 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.

Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall sury 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; (e) yearly hazard insurance premiums; and (d) yearly murtgage insurance premiums, if any. These items are called "escribb items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future elective items.

The Punds 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 excrew items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the exerow items, unless Lender pays Horrower laterest on the Punds and applicable law permits Lender to make such a charge. Burrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable faw requires interest to be paid, Lender shall but be required to pay Harrower any interest or earnings on the Funds. Lender shall give to Horrower, without charge, an annual accounting of the Funds showing credits and debits in 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 Punds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrew items, shall exceed the amount required to pay the excess 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 Junda held by Lender is not sufficient to pay the excrow items when due, florrower 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 funda held by Cender. If under paragraph 19 the Property is sold or sequired by Lender, Lender shall apply, no inter than immediately below to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit or deat the sums secured by this Security instrument.

3. Application at a creates point the suits secured by this Security instrument.

3. Application of Physical first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable inder paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges Liens. The rower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and Jeasting Inspired or ground counts, if any. Horrower shall pay these obligation (b) the manner provided in paragraph 2, or if not paid in that manner, therower shall pay them on time directly to the person owed payment. Horrower shall promptly furnish to Lender all motices of amounts to be paid under this paragraph. If Dorrover cankes 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 Horrower: (n) agrees in writing to the payment of the obligation secured by the flen 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 a sy part of the Property; or (c) secures from the holder of the lien an agreement antiafactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a flen which may attain primity over this Security Instrument, Lender may give Ikurower a notice identifying the lien. Horrower shall satisfy the lien or ink; one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Dorrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extend of coverage" and any other insured for which I conder requires insurance. This insurance shall be maintained in the amount's and for the periods that Lender requires. The insurance earrier providing the insurance shall be chosen by thorrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renowals 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 increases shall premiums and renewal notices. In the event of has, Horrower shall give prompt notice to the insurance

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds aim I be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender Decurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be issued, the incurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Horrower. If Horrower absorbing the Property, or does not answer within 30 days a notice from Lender that the maurance earrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 gay 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 I and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Horrower'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. Homower 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. thorrower shall comply with the provisions of the lease, and if the rower acquires fee title to the Property, the leasehold and

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

If Borrower fails to perform the 7. Protection of Lender's Hights in the Property; Morigage Insurance. 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 librower secured by this Security Instrument. Unless Horrower 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 Ikuruwer

requesting payment.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Horrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the hourance terminates in accordance with Horrower'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 flurenwer notice at the time of or prior to no 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 lies of condemnation, are hereby

nasigned and shall be paid to Leader.

In the event of a total taking of the Property, the proceeds shall be applied to the aums secured by this Security Instrument, whether or not then due, with any excess puld to Dorrower. In the event of a partial taking of the Property. unless flarrower 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 same 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 ilurrower.

If the Property is abandoned by Dorrower, or if, after notice by Lender to Horrower that the condemnor offers to make an award or settle a claim for damages, Horrower 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 secreedly this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, my 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 bly Released; Porbenence By Londer Not a Walver. | Extension of the time for payment or modification of amorthation of the aums secured by this Security Instrument granted by Lender to any successor in Interest of Horrower shall not operate to release the Hability of the original Borrower or Borrower's succession 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 any or ization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Dorroyer's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the pacreise of any right or remedy.

11. Successors and Assigns David Joint and Several Limbility; Co-alguers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Horrower, subject to the provisions of paragraph 17. Horrower's covenants and a free lents shall be joint and several. Any Horrower who co-signs this Security Instrument but does not execute the Note: (a) in re-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this See city Instrument is subject to a law which sets maximum ham charges, and that law is finally interpreted so that the interest or other lumi charges collected or to be collected in connection with the lumi exceed the permitted limits, them (i) my such lumi charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) my such already collected from florawer which exceeded permitted limits will be refunded to florrower. Lender may change to make this refund by reducing the principal await under the Note or by making a direct payment to Horrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without my prepayment charge under the Note.

13, Legislation Affecting Lander's Elights. If emetinent or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable or conding 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 securited in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument and be given by delivering it at 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 Dorrower designates by notice to Lender. Any understander shall be given by first class mall to Lender's address stated herein or any other address Lender designates by addie to Horrower. Any make provided for in this Security Instrument shall be deemed to have been given to Horrawer or Lender when given as provided lu this paragraph.

15. Coverning Law Severability. This Security Instrument shall be governed by federal to a dithe law of the Jurisdiction in which the Property is located. In the event that any provision or clause of this Security leatenment 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. Burrower's Capy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Deneticial Interest in Burrower. If all or any part of the Property or any Interest in it is sold or transferred (or if a beneficial interest in Horrower is sold or transferred and Horrower is not a matural person) without Lender's prior written consent, Lender may, at its option, require demediate payment in full of all some 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 Horrower 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 Horrower 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 Burrower.

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 has 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 Dorrower: (a) pays Lender all sums which then would be the 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, Lember's rights in the Property and Burrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Horrower, this Security Instrument and the obligations seemed belieby 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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19. Acceleration: Remedies, Lender shall give nutice to Burrower prior to acceleration following florenwer'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; (e) a date, not less than 30 days from the date the autice is given to Horrower, 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 Horrower of the right to reinstate after acceleration and the right to assert in the foreclusure proceeding the nonexistence of a default or any other defense of Horrower to acceleration and foreclusure. If the default is not cared on or before the date specified in the notice, Lender at its option may require immediate anyment in full of all sums accured by this Security Instrument without further demand and may forceive 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, rensonable attorneys' fees and custs of title evidence.

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

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

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

supplement the coverages and agreemer Instrument. [Check renlicable box(cs)] [7] Adjustable Rate Blder	[X] Condaminium Hider	[7] 2-4 Family Rider
Graduated Paymer. Vider   Other(a) [specify]	Planned Unit Development Rider	<b></b>
	necepts and agrees to the terms and covuroner and recorded with his	
By Signing Billow, Barrowar		

County 88: Cook State of Illinois.

1. TOAN T. RAPP, a notary public, in and for the county and state aforesaid, do heraby certify that PAUL T. W. MET. and 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 acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary not for the uses and purposes therein set forth.

Give under my hand and notorial scal this 22nd day of Hun

My Commission Expires: 6-26-89

## UNOEMICIAL GREY

THIS CONDOMINIUM RIDER is made this
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:  OAK HILLS CONDOMINIUM II  (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.
Condition Covernants. In addition to the covernants and agreements made in the Security Instrument, Borrower and Lender further covernant and agree as follows:  A. Condition Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Condition Documents. The "Constituent Documents" are their (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, whom the, all dues and assessments imposed pursuant to the Constituent Documents.  B. Hazard increase. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanks!" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, or the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," them:  (i) Lender waiver the provision in Uniform Covernant 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 Covernant 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 incide of any lapse in required hazard insurance coverage.  In the event of a distribution of lazard insurance proceeds in fleu 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 cover
D. Condemnation. The proceeds of any award of 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 tratrument as provided in Uniform Covenant 9.  E. Lender's Prior Consent. Borrower shall not, except the 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 Condomicium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other causity or in the case of a taking by condemnation or eminent domain:  (ii) any amendment to any provision of the Constituent Document of the provision is for the express benefit of Lender;  (iii) termination of professional management and assumption of self-prenagement of the Owners Association;
(iv) any action which would have the effect of rendering the public flability insurance coverage maintained by the Owners Association unacceptable to Lender.  F. Remedies. If Borrower does not pay condominium dues and assessments when due, in an Lender may pay them. Any amounts disbursed by Lender under this paragraph P shall become additional debt of Bo row r secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall been interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condomic on Rider.    Condomic on Rider.
CORP COUNTY SECONDEN

MULTISTATE