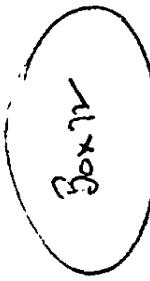


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87350791

South End Savings

1820 S. HALSTED STREET
HOMEWOOD, IL 60430
79-2100

(Space Above This Line For Recording Data)

MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on June 16th, 1977. The mortgagor is STEPHEN J. PEDONE, DIVORCED & NOT REMARRIED ("Borrower"). This Security Instrument is given to SOUTH END SAVINGS, A FEDERAL ASSOCIATION, which is organized and existing under the laws of the United States of America and whose address is 1820 S. Halsted St., FIVE THOUSAND AND SEVEN HUNDRED & NO/100 ("Lender"). Borrower owes Lender the principal sum of Dollars (U.S. \$ 5,700.00....). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 1992. 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:

See legal attached:

PTN: 32-11-108-029-1026 JGM

which has the address of 626 A. Glenwood Dyer Rd., Glenwood,
[Street] (City)
Illinois 60625 ("Property Address");
[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully 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.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) 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; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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Borrower shall bear interest from Lender to Lender under this paragraph 7, unless documents not have to do so.

tee title shall not merge in writing.
 7. Protection of Lenders' Rights. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lenders' 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 his interest, fees and costs incurred by a Lender over this Property and Lenders' rights in the Property, fees and costs incurred by a Lender over this Property to make repairs. All such expenses may take place in court, his personal residence or anywhere else he has or does.

6. Preservation and Maintenance of Property: Lessees shall not damage or substa-

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the monthly payments required by Paragraph 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds will 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. If the 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 restore the property to settle a claim, 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.

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 company.

Notice concerning the new bondholder shall satisfy the needs of, and one of those actions shall suffice to satisfy, the requirements of notice of change of insurance company under the bond.

Borrower shall promptly dischar~~ge~~ any lien which has priority over this Security Instrument unless Borrower: (a) upgrades in writing to the payment of the obligation, certified by the lender in a manner acceptable to Lender; (b) conveys in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to impair the priority of the lien; or (c) secures from the Lender a written agreement to waive the Lender's right to sue upon the debt secured by this instrument.

3. APPENDIXES I AND 2 SHALL BE APPENDED; UNLESS APPROPRIATE LAW PROVIDERS OTHERWISEWISE, ALL PAYMENTS RECEIVED BY LENDER UNDER THE PARAGRAPHS I AND 2 SHALL BE APPLIED: FIRST, TO LATENT CHARGES DUE UNDER THE NOTE; SECOND, TO INTEREST DUE; AND LAST, TO PRINCIPAL DUE.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, Lender shall apply the sum immediately, prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender, no later than payment in full of all sums secured by this Security Instrument.

amount of time before the Fund's held by Lender is one or more payments as required by Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

If the amount of the escrow items held by Lenther, 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 the option of the Fund, paid into the escrow account.

Under may agree in writing that interest shall be paid on the Funds. Unless an agreement is made for payment of interest not to be paid, Lenders shall receive payment of interest accrued to pay Borrower any interest or earnings on the Funds. Lenders give to Borrower without notice of demand, acceptance and delivery of funds, and the Funders and Lenders shall be entitled to sue for the recovery of the same.

The Fund shall be held in an institution the deposits of which are insured or guaranteed by a general basis of current data and reasonable estimates of future items.

to determine on the basis of which payoffs are available under the different possible outcomes. The best outcome is the one with the highest payoff.

The principal of funds for Taxes and Insurance. Subject to application of Note is due under the Note.

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CONDOMINIUM RIDER

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THIS CONDOMINIUM RIDER is made this 16th day of June, 1987, 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 SOUTH END SAVINGS, A FEDERAL ASSOCIATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

[Property Address]

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

(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.

Stephen J. Petros
(Seal)
Borrower

(Seal)
Borrower

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Property of Cook County Clerk's Office

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UNIT 626-A AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL
OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):
OUTLOT "A" IN BROOKWOOD POINT NUMBER 4 (BEING A SUBDIVISION OF PART OF
THE NORTHWEST ¹/₄ OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 14 EAST OF
THE THIRD PRINCIPAL MERIDIAN

ALSO

THAT PART OF OUTLOT "B" IN BROOKWOOD POINT NUMBER 4, SUBDIVISION
AFORESAID BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID OUTLOT "B" THENCE
SOUTH 62 DEGREES 30 MINUTES 00 SECONDS EAST ON THE NORTHERLY LINE OF
SAID OUTLOT "B" A DISTANCE OF 274.00 FEET; THENCE SOUTH 27 DEGREES
30 MINUTES 00 SECONDS WEST ON A LINE 215.58 FEET NORTHWESTERLY OF AND
PARALLEL WITH THE EASTERLY LINE OF SAID OUTLOT "B" A DISTANCE OF 95.00
FEET; THENCE NORTH 62 DEGREES 30 MINUTES 00 SECONDS WEST ON A LINE
95.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF
SAID OUTLOT "B" A DISTANCE OF 167.00 FEET; THENCE SOUTH 20 DEGREES 58'
MINUTES 05 SECONDS WEST ON A LINE PERPENDICULAR TO THE SOUTHERLY LINE^{EX} OF
SAID OUTLOT "B" A DISTANCE OF 151.80 FEET TO A POINT ON THE
SOUTHERLY LINE OF OUTLOT "B" AFORESAID (SAID LINE ALSO BEING THE
NORTHERLY RIGHT OF WAY LINE OF GLENWOOD-DYER ROAD AS HERETOFORE
DEDICATED BY DOCUMENT NUMBER 10123550) THENCE NORTH 69 DEGREES 01'
MINUTES 55 SECONDS WEST ON THE LAST DESCRIBED LINE A DISTANCE OF 94.57²³ FEET
TO THE SOUTHWEST CORNER OF OUTLOT "B" THENCE (THE FOLLOWING TWO
COURSES BEING THE WESTERLY LINE OF SAID OUTLOT "B") NORTH 00 DEGREES
00 MINUTES 00 SECONDS EAST A DISTANCE OF 196.46 FEET THENCE NORTH 27
DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 82.30 FEET TO THE
POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS WHICH SURVEY IS
ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE
BY SOUTH HOLLAND TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST
AGREEMENT DATED THE 10TH OF APRIL 1973 AND KNOWN AS TRUST NUMBER 2091,
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY,
ILLINOIS ON THE 8TH DAY OF NOVEMBER, 1973 AS DOCUMENT NUMBER 22539898
TOGETHER WITH AN UNDIVIDED 2.6716 PERCENT INTEREST IN SAID PARCEL
(EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL
THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND
SURVEY) IN COOK COUNTY, ILLINOIS.

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