

To TALMAN HOME

87358086

The Talman Home Federal Savings and Loan Association of Illinois
Main Office: 5501 S. Kedzie Avenue, Chicago, Illinois 60629 (312) 434-3322

THE ABOVE SPACE FOR RECORDER'S USE ONLY

Dated this 27th day of June A.D. 19 87 Loan No. 02-1023701-4

THIS INDENTURE WITNESSETH: That the undersigned mortgagor(s)

Phyllis Cox (Divorced and not since remarried)

mortgage(s) and warrant(s) to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS, successors or assigns, the following described real estate situated in the County of

Cook in the State of Illinois to-wit: 7030 West 98th Street Chicago Ridge

Unit Number 2-B-7030 together with its undivided percentage interest in the common elements in Cheyenne Condominium as delineated and defined in the Declaration recorded as Document No: 25258534, in West 1/2 of the North West 1/4 of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanenet Tax No. 24-07-111-013-1012 ✓
O.K.P. 7030 W 98th St

to secure the payment of a note, and the obligation therein contained, executed and delivered concurrently herewith by the mortgagor to the mortgagee, in the sum of

Five Thousand Five Hundred Thirty Four Dollars & 74/100----- Dollars (\$ 5,534.74) and payable:

One Hundred Eighth Dollars & 76/100----- Dollars (\$ 108.76) per month commencing on the 16 day of August 19 87 until the note is fully paid, except that, if not sooner paid,

the final payment shall be due and payable on the 16 day of July 19 93 and hereby release and waive all rights under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State.

The holder of this mortgage in any action to foreclose it shall be entitled (without notice and without regard to the adequacy of any security for the debt) to the appointment of a receiver of the rents and profits of the said premises.

Upon the filing of any bill to foreclose this mortgage in any court having jurisdiction thereof, all expenses and disbursements paid or incurred on behalf of the complainant in connection with proceedings for the foreclosure, including reasonable attorney's fees, shall be an additional lien upon said premises and included in any decree that may be rendered in such foreclosure proceedings.

This mortgage shall be released upon payment to Mortgagee of the indebtedness secured hereby and payment of Mortgagee's reasonable fee for preparing the release.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the day and year first above written.

X Phyllis Cox (SEAL) Phyllis Cox (SEAL)
..... (SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that:

Phyllis Cox (Divorced and not since remarried)

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 act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal, this 27th day of JUNE 19 87

THIS INSTRUMENT WAS PREPARED BY

Paula Selvey
5501 S. Kedzie
Chicago, Il. 60629



Robert Bret Rusk
NOTARY PUBLIC

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Property of Cook County Clerk's Office

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UNOFFICIAL COPY 6

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 27th day of June, 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 Talman Home Federal Savings & Loan Association of Illinois (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 4901 West Irving Park Road Chicago, IL 60641 [Property Address]

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

X Phyllis Cox (Seal)
Phyllis Cox Borrower

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COOK COUNTY RECORDER

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