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University SAL 5250 S. Lake Park Chicaso II Attn. Sagre Grade

88444985

88399007



BOX 333-CC

- [Space Above This Line For Recording Data] -

Loan # 904528

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 29th 19 88 The moving gor is so JOHN R FELDERN

("Borrower"). This Sec. rity Instrument is given to
University Savings and Loan Association
which is organized and existing under the laws of the State of Illinois
5250 South Lake Park Avenue, Chicago, Illinois 60615



, and whose address is

Borrower owes Lender the principal sum of One hundred thirty-seven thousand and NO/100 -- -

Dollars (U.S. \$ 137,000.00

). This debt is evidenced by Borrower's note

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the fail debt, if not paid earlier, due and payable on September 1st, 2018

This Security Instrument secures to Lender: (a) the repayment of the deut condenced 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 Borrow es'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

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County, Illimois

PARCEL 1:

UNIT NUMBER 401 IN 743 BITTERSNEET PLACE COMPONINIUM AS DELINEATED OF A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE

LOT 29 IN BITTERSPEET, BEING A SURDIVISION OF LOTS 13 TO 16 IN SCHOOL

INUSTEES' SUBLIVISION OF FRACTIONAL SECTION 15 TOWNSHIP 40 HORSTI

FOUNDE 10 COST OF THE INTRO PRINCIPAL MERIDIAN, WICH SURVEY IS ATTAINED

AS EXHIBIT! A 10 THE DECLARATION OF COMPONINIUM CALUMNED AS BOUNDED AS BOUNDED AS BOLDOWN OF THE PROCESS OF THE COMMON ELEMENTS IN COOK COUPTY, ILLINOIS

PARCEL 2:
THE (EXCLUSIVE) RIGHT TO THE USE OF P-3, A LIMITED COMMON ELEMENT OF COLUMN AS BOUNDED ON THE PERIOD OF RECORDS OF RECORDS OF THE COMMON ELEMENTS OF THE PERIOD OF SOMEON SOMEON SOMEON.

Item # 14-16-305-003-0000

which has the address of

743 W BITTERSWEET UNIT 3

CHICAGO

Hinois

60613

("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 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.

ILLINOIS -- Single Family -- FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

6 (JL) (8704)

VMP MORTGAGE FORMS + (313)283-8100 + (800)621-7291

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wenther and agree as receivation following Borrower's graft prior to acceleration following Borrower's first few defeated by the action required to care the fail the defeate by which the default must be carefully for borrower, by which the default must be cured an action and the action of the using and an arrays result in acceleration of the using and an arrays in the Property. The notice shall further man and forestoure, if the default is not cured on or are and forestoure. It the default is not cured on or the forestoure in the tail of all sums secured by come actions to the default of all sums secured by contracting the most cured on or the forest forest fail of all sums secured by a remaining the most cured by particular to the forest fails are actions to the cured of the forest fails are actions to the contraction.

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If I ender 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 sams 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 2 4th prized 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 or erate 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 antorization 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 Board, 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 a gree nents 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 forms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) Parees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with record to the terms of this Security Instrument or the Note without

that Borrower's consent

charges, and that law is finally interpreted so that the interpret 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 such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits.

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 strop 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 Lenter when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal as 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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C. Preservation and Metatameter of Tripleting Learnings. Sourower shall not destroy, damage or substantially change in Property, allow the Property allow the Property of Commit where if the Scennty Instrument on a leasticid, Borrower shall camply with the provision of the base of the base of the foresteld, and the base of the first of the base of the base of the party.

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Lender on the day encountly payment and the contract to applicable law of the Note is paid in full, a sum ("Funder") equal to contract the following the contract of the Coverantial Co

# UNG TO ENGLISHED BY 15

THIS CONDOMINIUM RIDER is made this 29th day of August 19 88 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

University Savings and Loan Association

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

#### 743 W BITTERSWEET UNIT 3 CHICAGO, IL 60613

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

BITTERSWEET CONDO

(the "Condomnum Project") If the owners association or other entity which acts for the Condomnium 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.

CONDOMP BY A 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 Organients. 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 the sand assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So ring 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 processor in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard in an nee 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 toyerage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice was 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, my proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Se urity Instrument, with any excess paid to Borrower

- C. Public Liability Insurance, Borrower shall take such actions as may be reasonable to mante that the Owners Association maintains a public liability insurance policy accept (bl. in form, amount, and extent of coverage to 1 ender
- 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 pact of the Property, whether of the unit or of the common elements, or for any convoyance in heu of condemnation, are hereby as aned and shall be paid to 3 ender. Such proceeds shall be applied by I ender to the sums secured by the Security Instrument as provided in Uniform Covenant?
- E. Lender's Prior Consent, Borrower shall not, except after notice '.. 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 condomination or eminent domain;
- (n) any amendment to any provision of the Constituent Documents if the ρ syssion 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 everage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Levicer may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secure? 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 Billow, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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John R	Folelmon
JOHN R FELDMAN	-Borrowe
	(Seal
•	-Borrower
	(Seal)
	-Borrowa
	(Seal)
•	-Вотгожн
	(Sign Original Only)

MULTISTATE CONDOMINIUM RIDER—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3140 12/83



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#### University Savings and Isan Association

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