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0493256-9002

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 26,
1987. The mortgagor is JEFFREY HMURA AND TRACY HMURA, his wife
("Borrower"). This Security Instrument is given to
MERRILL STANFORD BANK & TRUST COMPANY, which is organized and existing
under the laws of Illinois and whose address is 2400 West 95th Street, Evergreen Park, Illinois 60432 ("Lender").
Borrower owes Lender the principal sum of TWENTY FIVE THOUSAND AND NO/100
Dollars (U.S. \$ 25,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on April 23, 1988. Interest
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.

PARCEL 1:

Unit Number 13303-1-A" in Oak Hills Condominium I, as delineated on survey of
certain Lots or Parts thereof in Burnside's Oak Hills Country Club Village Sub-
divisions in the South West 1/4 of Section 36, Township 37 North, Range 12,
East of the Third Principal Meridian; which survey is attached as Exhibit "A"
to Declaration of Condominium Ownership made by Burnside Construction Company,
a Corporation of Illinois, recorded in the Office of the Recorder of Deeds,
of Cook County, Illinois, as Document Number 2364699; together with a percentage
of the common elements appurtenant to said Unit as set forth in said Declaration,
as amended from time to time, in Cook County, Illinois.

PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1, as set forth in the
Declaration of Easements made by Burnside Construction Company (Corporation of
Illinois), dated October 1, 1976 and recorded October 25, 1976 as Document
Number 23684698, and created by deed from Burnside Construction Company, to
Jeffrey P. Hmura and Tracy M. Leinweber, dated December 20, 1979 and recorded
March 8, 1980 as Document Number 25405529, for ingress and egress, in Cook
County, Illinois.

P.I.N. 23-36-303-078-1d25 M
13303 Country Club Court

which has the address of 13303 S. Country Club Court Palos Heights
(Street) (City)
Illinois 60464 ("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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This instrument was obtained by S. C. Evergreen Park, Ill.

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Notary Public

Official Seal
of the State of Illinois
Secretary of State
Commissioner of Elections
12/3/90

My Commission Expires: 12/31/90

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and uses them set forth.

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(1885).....

BY SIGNING BELOW, FORTUNER ACCEPTS TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY FUTURE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Adjunctive Rate Rider 2-4 Family Rider Condominium Rider Planned Unit Development Rider Grandfathered Payment Rider Other(s) [Specify]

22. Waiver of Homestead. Borrower waives all rights of homestead excepted as provided in the Property.

23. Return of Instruments. If one or more rights are exercised by Borrower and recorded together with this Security interest in the instruments, the conveyants and agreements of each instrument as if the recorder(s) were a part of this Security instrument. The conveyants and agreements of each instrument as if the recorder(s) were a part of this Security instrument.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of redemption following judgment judicial sale, Lender (in person, by agent or by judgment appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or apportioned receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or 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, receivers' fees, premiums on repossessed bonds and reasonable attorney's fees, and then to the amounts accrued by this Security instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recording costs.

This Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

inform Borrower of the right to remit alternate offers to accelerate or defer default or any other defense at its option may require immediate payment in full of all sums secured by before the date specified in the notice. Lender reserves all rights under this provision.

and conducted (c) a date, not less than 30 days from the date of default or as before the date notice is given to Borrower, by which the defaulter must be cured or the defaulter's Securitry instrument released by judicating and sale of the sums received under this Section.

19. Accruals statement: Remedies, consequences of any amendment in this Security Treaty instrument (unless otherwise specified), (a) the default, (b) the action required to correct or reverse law provisions otherwise specified. The notice shall specify:

NON-UNIFORM COVENANTS. BOTTOWER AND LEANDER FURNISH CONTRACTUAL AND AGREEMENTS AS FOLLOWS:

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UNIFORM COVENANTS, CONDITIONS AND CURES AGREEMENT 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 premiums, 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 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 Funds held by Lender, 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 Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower 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 Funds held by Lender. If under 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, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay 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 provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes 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 Borrower: (a) agrees in writing to the payment of the obligation(s) cured 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 more 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 amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

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 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 Borrower. If 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 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.

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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 prior to the expiration of this period. Lender may invoke any remedies permitted 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.

16. Borrower's Copy. Borrower shall be given one confirmed copy of this 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 his 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 law.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the laws of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Note which can be given effect without the conflicting provision. To the extent that any provision of this Note is found to be invalid or unenforceable, it shall not affect the validity of the remaining provisions of this Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing or by mail to the first class mail unless otherwise specified below. The notice shall be deemed to have been given to Borrower if delivered to his address as provided for in this Security Instrument or to 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 if given in writing or by fax to his address as provided for in this Security Instrument or to any other address Lender designates by notice to Borrower.

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 interests 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 to the permitted limit, and (b) any sums already collected from Borrower which exceed the permitted limit will be reallocated to the permitted limit; and (c) any sums already collected from Borrower which exceed the permitted limit will be reallocated to the Note.

11. Successors and Assets / Liabilities, Cont'd.; Joint and Several Liability; Co-Signers. The co-signants and beneficiaries of this security instrument shall bind him, his successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-signants and beneficiaries shall be joint and several liability Borrowers not excepted in the Note; (a) is co-signing this Security instrument only to mortgage, grant and convey this instrument but does not excepted in the Note; (b) is co-signing this Security instrument only to secure any Borrower who co-signs this Security instrument; (c) agrees that Lender and any other Borrower may agree to extend, renew or modify, for better or worse, any accommodation or instrument of this Note without notice to the terms of this Security instrument or the Note.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium officers 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

before the market value of the property immediately declines sharply. Any durable asset

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 there has been 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 immediately the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately.

9. **Condemnation.** The proceeds of any award of the Property, or for conveyance in lieu of condemnation, are hereby

Borrower shall pay the premiums required to maintain the insurance coverage in effect until such time as the requirements for the insurance terminates in accordance with Borrower's instructions upon application of the Prepayment. Lender

If Leander required mortgage insurance as a condition of making the loan secured by this Security instrument, it is agreed

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THIS CONDOMINIUM RIDER is made this 26th day of October, 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 HERITAGE STANDARD BANK & TRUST COMPANY (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
13303 S. Country Club Court, Palos Heights, ILL 60464
(Property Address)

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

Oak Hills Condominium I
(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.

Jeffrey Haura (Seal)
Tracy Haura (Seal)

66031646

Prepared by: John Cook
REAL ESTATE DEPARTMENT
STANDARD BANK & TRUST
2400 WEST 95th STREET
EVERGREEN PARK, IL 60521

mail to: Recorders Box 366

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