

BOX 67

UNOFFICIAL COPYCOOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 JAN -6 AM 11:50

88005948

MAIL TO:
FIRST SAVINGS OF SO. HOLLAND
475 E. 162nd STREET
SO. HOLLAND, IL. 60473

88058685

[Space Above This Line For Recording Data]

15.00

15.00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 31 19.....87. The "mortgagor" is ...EDWARD D. GARDINER, A. BACHELOR AND KATHERINE C. FEEHAN, DIVORCED AND NOT SINCE REMARRIED..... ("Borrower"). This Security Instrument is given to FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND....., which is organized and existing under the laws ofTHE STATE OF ILLINOIS....., and whose address is 475 EAST 162ND STREET, SOUTH HOLLAND, ILLINOIS 60473..... ("Lender"). Borrower owes Lender the principal sum ofTHIRTY FOUR THOUSAND TWO HUNDRED AND NO/100THS..... Dollars (U.S. \$ 34,200.00.....). 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 onFEBRUARY 1, 2003..... 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 inCOOK..... County, Illinois.

RIDER ATTACHED HERETO AND MADE A PART HEREOF
UNIT NUMBERS 508 AND G-1 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: OUTLOT 'C' IN BROOKWOOD POINT UNIT 4, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 21808431 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENING TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION.

THIS MORTGAGE DOCUMENT IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANT AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT INDEX NUMBER: 32-11-108-025-1005 & 32-11-108-025-1052

which has the address of 508 MINERVA....., GLENWOOD.....
[Street] (City)
Illinois 60425 ("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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Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to otherwise terms of payment, these amounts shall be payable, with interest, upon notice from Lender to Borrower at the date of disbursement or the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

Fee little shall not merge unless Lender agrees to the merger in writing.

6. Preservation of Property; Lesseholds. Borrower shall not destroy, damage or subdivide mortgaged immovable property prior to its reacquisition.

Unless otherwise agreed in writing, any application of proceeds to principle, shall not exceed or postpone the date of the monthly payments referred to in paragraph 1 and 2 of change the amounts of the payments. It under paragraph 19 the property is acquired by Lender, Borrower's right to any insurance policies and a excess resulting from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security interest.

Unless Lender and Borrower otherwise agree in writing, insurance premiums 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 the due date has been reached. If the property is otherwise damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, if Lender and Borrower otherwise agree in writing, insurance premiums 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 property is otherwise damaged, if the restoration or repair is not economically feasible and Lender's security is not lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not the due date has been reached. The Borrower agrees to pay sums secured by this Security Instrument, whether or not the due date has been reached, if the property is otherwise damaged, if the restoration or repair is not economically feasible and Lender's security is not lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not the due date has been reached.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard moratorium clause. Unreasonable delays will be denied.

5. **Special Insurance.** Borrower shall keep the insurance existing or hereafter created on the property insured against loss by fire, hazards included within the term, "extending coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in the minimum amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower after subject to Lender's approval which shall not be of the primary concern.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (ii) agrees in writing to the payment of the obligation incurred by the lien in a manner acceptable to Lender; or (b) consents in good faith to 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, . . . any part of the Property, or (c) secures from Lender a sufficient satisfaction to Lender's satisfaction of the lien in, security instrument, . . . or (d) takes one or more of the actions set forth above within 10 days of the filing of a notice of default.

3. Application of Amendments. Unless otherwise provided by law, all payments received by Lender under the Paragraphs, and Section 2 shall be applied first, to late charges due under the Note; second, to principal charges due under the Note; third, to amounts payable under Paragraph 2; fourth, to interest due; and last, to principal due.

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 payment of the Pro rata proportion of the principal amount outstanding, than Lender shall pay to Lender the sum of the principal amount outstanding, plus interest accrued thereon, plus any other amounts due under this instrument.

III. The amounts of the escrow items, 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 due amounts of the Funds held by Lennder, 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. Borrower on demand of Funds, if the due amounts of the Funds held by Lennder is not sufficient to pay the escrow items when due, Borrower shall pay to Lennder any amount necessary to make up the deficiency in one or more payments as required by Lennder.

Debtors shall not be entitled to pay Debtor's debts to the Fund unless Debtor has paid or will pay Debtor's debts to the Fund before Debtor makes payment to the Fund.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a federal or state agency (including Lender) if Lender is such an institution. The Funds shall apply the Funds to pay the escrow items, Lender may not charge for holding and applying the Funds, analyze the account or verifying the escrow items, Lender may not collect interest on the Funds, and Lender shall be paid on the Funds unless an agreement is made or applicable law permits Lender to make such a charge. Borrower and Lender may agree that interest shall be paid on the Funds. Unless an agreement is made or applicable law permits Lender to make such a charge, Borrower and Lender may agree that interest shall be paid on the Funds. Unless an agreement is made or applicable law permits Lender to make such a charge, Borrower and Lender may agree that interest shall be paid on the Funds.

to determine whether or not the property may attain priority over this security instrument; (b) yearly leases or leaseshold pyramids which may attain priority over this security instrument; (c) yearly mortagage leases and assessments which may attain priority over this security instrument; and (d) yearly leases or leaseshold pyramids which may attain priority over this security instrument.

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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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 to 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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LOAN NO. 13775-7.3

MULTISTATE CONDOMINIUM RIDER—Single Family—FNM/FHLMC UNIFORM INSTRUMENT Form 3140 12/83

88005948

KATHERINE C. FEEHAN
(Seal)EDWARD D. GARDINER
(Seal)

BY SIGNING BELOW, Borrower accepts to the terms and provisions contained in this Condominium Rider.

Any amounts disbursed by Lender under this Paragraph F shall become additional debt to 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 which shall be payable, with interest, upon notice from Lender to Borrower to file a power of attorney.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.

The Owners Association unaccaptable to Lender.

(iv) Any action which would have the effect of rendering the public liability insurance coverage maintained by

or

(iii) Termination of professional management and assumption of self-management of the Owners Association;

Lender;

(ii) Any amendment to any provision of the Constitution Document if the provision is for the express benefit of

eminent domain;

(i) The abandonment or termination of a lease or other tenancy or in the case of a lacking by Lender's prior written

consent, either partition or subdivision the Property or consent to;

E. Lender's, Plaintiff, shall, notwithstanding notice to Lender and with Lender's prior written

consent, or for any conveyance in lieu of condemnation, be hereby assigned and shall be paid to Lender. Such proceeds

shall be applied by Lender to the sums secured by the Security Instrument in Lienform Coverage 9.

D. Condemnation. The proceeds of any condemnation or other taking of all or any part of the Property, whether or if the common

connection with any condemnation or otherwise, shall, except for consequential, payable to Borrower in

Association maintenance liability insurance as may reasonably follow in the event of coverage to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may reasonably follow in the event of coverage to Lender.

In the event of a deductible hazard notice of any lapse in required insurance, any excess premium paid to Borrower,

Borrower shall give Lender prompt notice of any lapse in required insurance coverage.

(ii) Borrower's obligation under Lienform Coverage 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.

(iii) Borrower shall give Lender prompt notice of any lapse in required insurance coverage on the Property

the year following its alluvium insurance on the Property; and

(iv) Lender willies the provision in Lienform Coverage 2 for the monthly payment to Lender of one-tenth of

within the term "as earned coverage," then:

coverage in the periods, for the periods, and against the hazards Lender requires, including fire and hazard insurance

"master," or "blank," policy on the Condominium Project which is subject to Lender and which provides insurance

B. Extended Insurance. So long as the Owners Association maintains, with a general liability accepted insurance carrier, a

promptly pay, when due, all dues and assessments imposed pursuant to the Constitution Document.

creases in the Condominium Obligations, the Constitution Document and (iv) Declaration of other documents which

A. Condominium Obligations, Borrower shall perform all of regulations and (v) Obligations under the Condominium

Borrower and Lender further covenant and agree as follows:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

(the "Condominium Project"), it holds title to property for the benefit of its members or shareholders, the Project also

("Condominium Project"), It holds title to the owners association or other entity which acts for the Condominium Project (the

known as:

THIS CONDOMINIUM RIDER is made this day of January, 1987.

The Project includes a unit in, together with an undivided interest in the common elements of, a condominium project

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

508 MINERVA, GLENWOOD, ILLINOIS 60135 [Property Address]

FIRST SAVINGS, AND, LOAN ASSOCIATION, OF SOUTH HOLLOW

Security Instrument, or the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

("Secured Instrument"), of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

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