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MORTGAGE

253509-2

THIS MORTGAGE ("Security Instrument") is given on MARCH 10
1988 The mortgagor is DENNIS R. ZAREMBKA, DIVORCED NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of FIFTY FOUR THOUSAND NINE HUNDRED AND NO/100

Dollars (U.S. \$ 54,900.00). 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 1, 2018. 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:
UNIT NUMBER 7-D, AS DELINEATED ON SURVEY OF CERTAIN LOTS IN CRESCENT GREEN ESTATES, BEING A SUBDIVISION OF A PARCEL OF LAND BEING A PART OF LOTS 8, 9, 11 AND 12 OF ARTHUR T. MC INTOSH AND COMPANY'S 155TH STREET FARMS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (HEREINAFTER REFERRED TO AS 'PARCEL'), WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY CONTINENTAL HOMES OF CHICAGO, INC., RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22814614; AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

28-16-111-035-1004

which has the address of 15340 SOUTH HOLLY COURT-UNIT D .
[Street]

OAK FOREST
[City]

Illinois 60452 ("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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ATTENTION: SHIRLEY O'NEILL
FLOSSMOOR, ILLINOIS 60423

3309 VOLLMER ROAD
LOAN ASSOCIATION OF ILLINOIS
THE TALMAN HOME FEDERAL SAVINGS AND
RECORD AND RETURN TO:
BOX 138 235
FLOSSMOOR, IL 60423

PREPARED BY: NOTARY PUBLIC, STATE OF ILLINOIS
PAMELA J. RAYBURN
My Commission expires **02/26/91** **SEAL** **60423**

Given under my hand and official seal, this **10th** day of **MARCH**, **1988**

signed and delivered the said instrument as **HIS/HER** force and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he /she
personally known to me to be the same person(s) whose name(s) is
do hereby certify that DENNIS R. ZARMBKA, DIVORCED NOT SINCE REMARRIED
, a Notary Public in and for said county and state,
I, **PAMELA J. RAYBURN**
County ss: **COOK**
STATE OF ILLINOIS.

[Space below this line for Acknowledgment]

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

DENNIS R. ZARMBKA/DIVORCED
NOT SINCE REMARRIED
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security
Instrument and in any rider(s) executed by Borrower and recorded with it.
Instrument (Check applicable boxes)
 Graduated Payment Rider
 Planned Unit Development Rider
 Adjustable Rate Rider
 Condominium Rider
 2-4 Family Rider
Instrument (Check applicable boxes)
23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement this instrument as if the rider(s) were a part of this Security
22. Waiver of Homeowner's Right of Homestead exception in the Property.
Instrument without charge to Borrower. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall pay any recodation costs.
Instrument of manageable collection of rents, including, but not limited to, receiver's fees, premiums on
receipts of manageable collection of rents, including, but not limited to, receiver's fees, premiums on
the Property received, shall be entitled to enter upon, take possession of and manage the Property first to pay rents of
prior to the expiration of any period of redemption following judicial sale, Lender or by judicial proceeding.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney's fees and costs of title evidence.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.
before a date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-
secured by this Security instrument, foreclosure by judicial proceeding. The notice shall further
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
before: (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless less than 30 days otherwise. The notice shall specify: (a) the date required to cure the
breach of any covenant in this Security instrument (but not prior to acceleration under paragraphs 13 and 17
breach of any covenant or agreement in this Security instrument (but not prior to acceleration following Borrower's
NON-UNIFORM GOVERNANTS Borrower and Lender further covenant and agree as follows:

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Uniform COVENANTS, Borrower and Lender covenants and agree 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 owing 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 secured 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 his 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 amounts 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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CONDOMINIUM RIDER, 53509-2

THIS CONDOMINIUM RIDER is made this 10TH day of MARCH 1988
and is to be incorporated and shall be deemed a part and an amendment to the Mortgage, Deed of Trust, Security Document,
Deed to Lender and the Condominium Project instrument, and the "Borrower's Interest in the Property" is as follows:

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

At the same time as the original Project instrument is recorded.

15340 SOUTH HOLLY COURT-UNIT D, OAK FOREST, ILLINOIS 60452

The Property includes all fixtures, equipment, property and interest in the common elements of the condominium project known as:

SHADETREE CONDOMINIUM

The Borrower is an Owner in the Owners Association of the entity which acts for the Condominium Project. The Owners Association is the owner of the property for the benefit of its members or shared owners. The Property also includes Borrower's interest in the Owners Association and the lesser rights and benefits of Borrower's interest.

CONDONINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender agree to the following:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Constituent Documents of the Condominium Project. The Constituent Documents are the Condominium Declaration, any other document which creates the Condominium Project, bylaws, rules and regulations, addenda, and equivalent documents. Borrower shall promptly pay when due all assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. Borrower, Owners Association,共同所有者, will, generally account for and maintain a registered insurance policy covering the Property which is satisfactory to Lender and which provides insurance coverage for the property in amounts and names that Lender requires, including liability and uninsured losses with other reasonable coverage.

Lender waives the right to demand payment of the first two installments of hazard insurance for the first twelve months of the year, provided annual installments of hazard insurance are paid on the Property and

(a) Borrower maintains the requirements set forth in Covenant 5, maintain hazard insurance covering the Property, is deemed satisfied by the extent of hazard insurance coverage 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 claim for damage to the Property, Lender may repair or cause to be repaired the damage to the Property, whether or not the cost of the repair exceeds the amount recoverable by Borrower under his or her insurance policy. Lender's payment for the same secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be necessary to insure against the Owners Association against liability and to maintain an acceptable amount, amount and extent of coverage. Lender

D. Condemnation. If amounts are awarded to Lender or others direct or otherwise payable to Borrower in connection with the taking of all or any part of the Property, whether or not the amount is less than the amount of amounts received by Lender, the same shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instruments as provided in Uniform Condominium.

E. Lender's Prior Consent. Borrower shall not except after notice to Lender and with Lender's prior written consent, either partially or substantially the Property or consent to:

(a) 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;

(b) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(c) termination of professional management and assumption of self-management of the Owners Association or;

(d) 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 so disbursed by Lender under this paragraph 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.

28-16-111-035-1004


DENNIS R. ZAREMBKA/DIVORCED
BORROWER
NOT SINCE REMARRIED
(Seal)
-Borrower

PREPARED BY:

SHIRLEY ORR
FLOSSMOOR, IL 60422

RECORD AND RETURN TO:

BOX 130 - 35
THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
3309 VOLLMER ROAD
FLOSSMOOR, ILLINOIS 60422

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)