

# UNOFFICIAL COPY

88195263

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 MAY -9 AM 11:10

88195263

## MORTGAGE

254166-1

~~15.00~~

1988 THIS MORTGAGE ("Security Instrument") is given on MAY 6  
The mortgagor is THOMAS A. DARE AND KATHLEEN DARE, HUSBAND AND WIFE

(“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  
**SEVENTY NINE THOUSAND TWO HUNDRED AND NO/100**

Dollars (U.S. \$ **79,200.00**). 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 on **JUNE 2, 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 B-206, IN THE WOOD RIVER PARK CONDOMINIUM, AS DELINEATED  
ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:  
PART OF LOT 1 LYING WEST OF THE WEST LINE OF CALDWELL AVENUE AND EAST  
OF CHICAGO AND WAUKEGAN ROAD IN THE SUBDIVISION OF PART OF THE NORTH  
1/2 OF THE NORTH 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY  
IS ATTACHED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM RECORDED  
AS DOCUMENT 25031661, AS AMENDED FROM TIME TO TIME, TOGETHER WITH  
ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

10-30-200-034-1040

which has the address of **6600 WOOD RIVER DRIVE-UNIT 206**  
[Street]

NILES  
[City]

**Illinois**      **60648**  
**[7th Code]**

("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 seized 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 SPEC. FORM—FNMA/FHLMC UNIFORM INSTRUMENT**

•GF(IL) 18801

YMC M0010AGL LOBBIS • 01323 202 6199 • 0800 621 1221

Form 3014 12/83  
Amended 5/87



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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 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 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. Noticees.** 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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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 otherwise, upon notice from Lender to Borrower the date of disbursements at the Note rate and shall be payable, these amounts shall bear interest from the date of disbursement until paid.

regulations); when Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property; when Lender may include paying attorney's fees and sums accrued by a lien which has priority over this Security interest in the action or proceeding; when Lender may take action under this paragraph, Lender does not have to do so.

7. Protection of Lennder's Rights in the merger in writing. If Borrower fails to perform the obligations under the agreement to merge, Lender's rights in the merger will merge in the new entity.

6. Preparation and Maintenance of Property; Leaseholds. Borrower shall hold no interest in any immovable property prior to the acquisition.

Upon the due date of the monthly payments referred to in paragraph 1 and 2 or during the payment period, any application for an increase in the sum secured by this Security interest shall pass to the creditor to the extent of the sums resulting from damage to the property prior to the acquisition by Lender, Borrower's right to any insurance policies and to exceed the payments, if needed, to pay the same.

offered to settle a claim, then lender may collect the insurance proceeds. Lender may use the proceeds to repair or replace the property or to pay sums accrued by this Security Instrument, whether or not then due. The day period will begin when the notice is given.

of the property damaged, if the remediation or repair is economic ally feasible and Lender's security would be lessened. If the remediation or repair is not economically feasible by this Deed of Trust, whether or not there is sufficient proceeds to recover all or part of the damage, Lender may exercise its option to abandon the property within 30 days of notice from Lender that the insurance has

Landscapes receive status as rare finds in Britain and elsewhere. In the event of loss, 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 may make good the loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Leander and shall include a standard moratorium clause.

**5. Hazardous materials.** Borrower shall keep the materials now existing or hereafter created on the property leased by him, free from hazards, including asbestos, lead paint, asbestos containing materials, and any other hazards for which lenders

present the main argument to Lender subordination theory or (c) secures from the holder of the lien an aggregate interest subservient to any part of the property or (d) secures from the holder of the lien an interest identical with the lien.

**Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) recovers payment in accordance with the terms of this instrument; or (b) complies with the requirements of section 779.07 of the Florida Statutes.**

Borrower shall pay these amounts to the Lender in full as soon as practicable after the date of the first payment of principal or interest, and thereafter at least quarterly in advance, until paid in full. The amount of each payment shall be determined by dividing the principal amount of the Note by the number of quarterly payments provided for in the Note.

Particulars of charges due under the Note; second, to preparement of chargea due under the Note; third, to amounts payable under the Note; fourth, to interest due; and last, to principal due.

any Funds held by Lenders. If Under Paragraph 19 the Property is sold or acquired by Lender, Lender shall supply, no later than immediately prior to the sale of the Property to the acquiree by Lender, any Funds held by Lender at the time of any Funds held by Lender. If Under Paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender under any of the agreements referred to in this Section 3, Applicable Law provides by Lender under

Upon payment in full of all amounts secured by this Security Instrument, Lender shall promptly refund to Borrower the amount necessary to make up the deficiency in one or more payments as required by Lender, plus any amount necessary to pay the escrow items when due, Borrower shall pay to Lender any amount of the funds held by Lender to not sufficient to pay off the principal or interest or any other amount due to Lender on the underlying mortgage or loans or any other amount due to Lender on the underlying mortgage or loans.

reportriting 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 permits interest to be paid, Lender shall not be required to pay interest and the Funds need not be repaid until the amount due which bears to date.

or state agency (including Leander if Leander is such an institution). Leander shall apply the funds to pay the award to

The Funds shall be held in an institution the depositary of which are located or situated by a federal basis of current data and reasonably estimable expenditure received items. Under my estimate the message funds of governments of countries in any of these items are called "carrier victims." (c) generally authorizes interdictive procedures and (d) generally measures to insure prompt returns of the property.

the preparation of funds for taxes and insurance on the total expenditure for the year and for the payment of debts.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prepay when due

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CONDOMINIUM RIDER 0-254166-1

THIS CONDOMINIUM RIDER is made this **6TH** day of **MAY**, 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  
**THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS** (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

**6600 WOOD RIVER DRIVE-UNIT 206, NILES, ILLINOIS 60648**  
(Property Address)

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

**WOOD RIVER PARK 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.

10-30-200-034-1040

*Thomas A. Dare* (Seal)  
THOMAS A. DARE  
·Borrower

*Kathleen Dare* (Seal)  
KATHLEEN DARE/HIS WIFE  
·Borrower

(Seal)  
·Borrower

(Sign Original Only)

PREPARED BY:  
NANCY GIUSTINO  
DES PLAINES, IL 60016  
RECORD AND RETURN TO:  
**THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
2454 DEMPSTER  
DES PLAINES, ILLINOIS 60016**

MULTISTATE CONDOMINIUM RIDER—Single Family FNMA/FHLMC UNIFORM INSTRUMENT

Form 3140 12/83

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## ~~1-APPENDIX~~

276 1970 820

THE AMERICAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF BIRMINGHAM

0000 MOON RIVER DRIVE-UNIT 208, MELBOURNE, FLORIDA 32904

WOOD RIVER PARK COMMERCIAL

poate să se întâlnească în tot cel dinaintea acestei vîntură, căci nu există niciun document care să arate că în perioada de la 1860 pînă la 1900 s-a întâmplat o astfel de eveniment. În ceea ce privește evenimentul din 1860, este posibil să fie vorba de un accident de la bordul unei nave, care să nu fi rezultat dintr-o rază de luptă, ci de o erupție vulcanică sau de o fuziune a două planete. În ceea ce privește evenimentul din 1900, este posibil să fie vorba de un accident de la bordul unei nave, care să nu fi rezultat dintr-o rază de luptă, ci de o erupție vulcanică sau de o fuziune a două planete. În ceea ce privește evenimentul din 1900, este posibil să fie vorba de un accident de la bordul unei nave, care să nu fi rezultat dintr-o rază de luptă, ci de o erupție vulcanică sau de o fuziune a două planete.

part from the same, as it is in the original writing, and the whole is now placed in the margin of the manuscript. (iii)

and the upper limb. End-of-pathway energy loss is measured at the energy level required to stop the

БИБЛІОГРАФІЧНА СТАНДАРТИЗАЦІЯ  
ІМІДЖА АВТОРІВ

для выявления и уничтожения опасных для жизни организма явлений.

the first time in the history of the world, the people of the United States have been compelled to make a choice between two political parties.

the author's name and address, and the date of the letter.

THE TWINNED HOME ECONOMIC SAVINGS AND  
MOM ASSOCIATION OF ITALY

DESS PRIVILEGE, TITLINGS, & GOODIE

RECORDS AND RETURN TO:  
DOS PAINE'S, 11 EIGHTH  
MINCIA GLASSING

ОИГАУІС ҚАЗАК

des environs, si gode

## ОТЧИСЛЕНИЯ ИЗ РЕБОЧКА

Digitized by srujanika@gmail.com

17-го марта 1924 года.

RECOMMENDATION FOR  
THE USE OF  
NATURAL RESOURCES