

BOX 100

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13248/885/11/20

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DEPT-01

T#1444 TRAN 2901 06/02/88 15:03:00
#1533 # D *-88-237026
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

55-101134

THIS MORTGAGE ("Security Instrument") is given on MAY 27
1988 The mortgagor is BRUCE D. BAYERT, BACHELOR AND MARILYN E. KOEB, SPINSTER

("Borrower"). This security instrument is given to SERVE CORPS MORTGAGE
ASSOCIATES, ITS SUCCESSORS AND/OR ASSIGNS
which is organized and existing under the laws of THE STATE OF ILLINOIS
1430 BRANDING LANE - SUITE 129
DOWNTOWN GROVE, ILLINOIS 60515
Borrower owes Lender the principal sum of
TWENTY FIVE THOUSAND AND NO/100

-88-237026

("Lender").

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 JUNE 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 in COOK County, Illinois:
UNIT NUMBER 409-1-C IN TWIN ELMS CONDOMINIUM AS DELINEATED ON A
SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER
REFERRED TO AS PARCEL): LOTS 21 AND 22 BOTH INCLUSIVE, IN P.L.
MURPHY'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO A DECLARATION OF
CONDOMINIUM MADE BY ANTHONY J. CHRISTOFARO AND NORMA P. CHRISTOFARO,
HUSBAND AND WIFE, AND ROBERT E. DONAHUE RECORDED IN THE OFFICE OF THE
RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23938150;
TOGETHER WITH AN UNDIVIDED .0412 PERCENT INTEREST IN SAID PARCEL
(EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL
THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND
SURVEY) IN COOK COUNTY, ILLINOIS.

15-12-219-036-1013

which has the address of 409 NORTH LATHROP-UNIT 1C
(Street)

RIVER FOREST
(City)

Illinois 60305 ("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.

1500

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ASSOCIATES	MORTGAGE	OWNERS GROVE, ILLINOIS 60515
1430 BRANDING LANE - SUITE 109		
BRIAN W. SAUTER, Notary Public Kankakee County, State of Illinois My Commission Expires 4/3/90		
"OFFICIAL SEAL"		

RECORD AND RETURN TO:

PREPARED BY: ROBERT L. HOLZER DOWNERS GROVE, IL 60515

My Commission expires:

L. Holzer
Given under my hand and official seal, this 2nd day of May, 1988

scd forth.

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

, personally known to me to be the same person(s) whose name(s) ARE

do hereby certify that BRUCE D. BAYER, BACHELOR AND MARILYN E. KOE, SPINSTERS

, a Notary Public in and of said county and state,

County ss:

L. Holzer

STATE OF ILLINOIS, *L. Holzer*

(Space Below This Line for Acknowledgment)

-Borrower
(Seal)

-Borrower
(Seal)

MARILYN E. KOE/SPINSTER (Seal)

BRUCE D. BAYER/BACHELOR (Seal)

Bruce D. Bayer

Instrument and in any rider(s) executed by Borrower and recorded with it.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

... Other(s) [Specify] _____

Grandfathered Family Rider

Planned Unit Development Rider

Condominium Rider

2-4 Family Rider

Adjustable Rate Rider

Other [Specify] _____

Instrument the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security, and the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security.

22. Waiver of Homestead. Borrower waives all right of homestead except in the Property.

Instrument without charge to Borrower shall pay any acceleration costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

appomited receiver) shall be entitled to enter upon, take possession following judicial sale, Lender (in person, by agent or by judge) and prior to the expiration of any period of redemption following graph 19 or abandonment of the Property and at any time

20. Lender in Possession. Upon acceleration following graph 19 or abandonment of the Property and at any time

but not limited to, reasonable attorney's fees and costs of title evidence.

19. Acceleration. 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 immediately if the non-default is not cured on or

before the date specified in the notice, Lender at its option may require immediate payment of all sums secured by this Security

existsence of a default or any other defense of Borrower to accelerate and foreclose. If the default is not cured on or

before the date specified in the notice, Lender after acceleration and the right to assert in the foreclosure proceeding the non-

inform Borrower of the right to reinstate after acceleration and sale of the Property. The notice shall further

seured by this Security Instrument, foreclosure by judicial proceeding. The notice shall further

not be limited to, reasonable attorney's fees and costs of title evidence.

and (d) that failure to cure the default on or before the date specified in the notice results in cancellation of the sums

default; (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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's

failure to give notice within 17 days of acceleration under paragraph 13 and 17 unless applicable law provides otherwise).

18. Acceleration. Remedies. Lender shall provide to Borrower prior to acceleration following Borrower's

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's

failure to give notice within 17 days of acceleration under paragraph 13 and 17 unless applicable law provides otherwise).

NON-LIQUIDATING COVENANTS. Borrower and Lender further 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 the 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 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 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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18. Borrower's Right to Remonstrate. 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 property pursuant to any power of sale contained in this instrument or (b) 60 days (or such other period as applicable law may specify) for personalty, fixtures or equipment of this Security Instrument (before or after the date of recording). Before any such discontinuance, Borrower shall be given notice of the discontinuance and the reasons therefor.

If the holder of this instrument consents to the notice given by the holder of another instrument, or if the holder of this instrument consents to the notice given by the holder of another instrument, the notice given by the holder of the other instrument shall be deemed to have been given to the holder of this instrument.

permitted by this Security instrument, Lender may, at its option, require immediate payment in full of all sums (person) without notice, prior written consent, Lender not be exercised by Lender if exercise is prohibited by section 777 of this Security instrument.

17. Transfer of Property or Beneficial Interest in Borrower. If all or any part of the property or beneficial interest in a borrower is sold or transferred and Borrower is not a natural person, Borrower shall retain or keep a copy of the relevant documents and records relating to such transfer.

which can be given effect without the constricting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

jurisdiction in which the Property is located. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the parties shall negotiate in good faith to amend such provision so as to give effect to the intent of the parties.

provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

14. **Notes.** Any notice to Borrower shall be given by mailing it to his Security Lessor at the address provided for in this class unless applicable law requires otherwise.

13. **Laws Affecting Legislation** If enacted, a provision of applicable laws has the effect of rendering any provision of the Right to Privacy or this Section ineffective. Each instrument under which this Section is enacted by the Legislature shall take effect in three steps: first, it shall become effective on January 1, 1991; second, it shall become effective on January 1, 1993; and third, it shall become effective on January 1, 1995.

12. **Loan Charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and other 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 by the amount necessary to reduce the loan charge to the permitted limits; and (b) any sums already collected from Borrower under this Note or by making direct payment to Borrower, Lender may choose to make this reduction by reducing the principal owing under the Note or by marking down the principal balance of the Note to reflect the reduction made by Lender.

11. Successors and Assets - Sound; Joint and Several Liability; Co-signers. This Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions contained in this Security Instrument.

shall not be a waiver of pre-judgment interest or successions in interest. Any right or remedy by the original Borrower or by a power, successors in interest, shall not be a waiver of pre-judgment interest or successions in interest.

10. Borrower's Note Releasement; Forbearance By Lender Note & Waiver. Extension of the time for payment of sums secured by this Security Instrument and/or the payment of principal and interest due thereon or any other sum due hereunder may be made by the Lender at any time prior to the maturity date of the Note or the date of acceleration of the Note, by giving written notice to the Borrower specifying the amount and the date of payment.

Given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property to the sums secured by this Security Instrument, wherever not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date the notice makes an award or settles a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice

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, this Security instrument, divided by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security instrument shall be reduced immediately before the taking. Any balance shall be applied to the remaining security instruments.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any part of the Property, or for conveyance in lieu of condemnation, shall be paid to Lender as provided and shall be paid to Lender.

Insured agrees to indemnify and hold harmless his agent, broker, and Lender from and against all claims, demands, losses, expenses, costs, and attorney fees, which may be made against them by reason of any act or omission of Insured, his agents, employees, or assigns, in connection with the property or business covered by this policy.

If I under-required mortgage insurance as a condition of making the loan secured by this Security Instrument

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CONDOMINIUM RIDER 15-12-191134

THIS CONDOMINIUM RIDER is made this **27TH** 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
**SERVE CORPS MORTGAGE
ASSOCIATES** (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:

409 NORTH LATHROP-UNIT 1C, RIVER FOREST, ILLINOIS 60305
(Property Address)

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

TWIN ELMS 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.

CONDENSATION 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.

Bruce D Bayert

(Seal)

BRUCE D. BAYERT/BACHELOR -Borrower

Marilyn E. Koeb

(Seal)

MARILYN E. KOEB/SPINSTER -Borrower

(Seal)

-Borrower

(Sign Original Only)

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