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REC'D 10/26/88 6 PM  
FEDERAL HOME LOAN BANK  
COOK COUNTY RECORDS  
88-252998

[Space Above This Line For Recording Data]

## MORTGAGE

255076-8

THIS MORTGAGE ("Security Instrument") is given on JUNE 6  
1988. The mortgagor is SUNIL CHRISTIAN AND SUMATI CHRISTIAN, HUSBAND AND WIFE AND  
SNEHA COLORINA, MARRIED TO RAFAEL COLORINA AND HELEN CHRISTIAN MARRIED TO  
NAVIN CHRISTIAN\*\*

("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

Borrower owes Lender the principal sum of

THIRTY EIGHT THOUSAND SIX HUNDRED AND NO/100

**-88-252998**

Dollars (U.S.) 38,600.00 ) 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 JULY 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, and 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 104-D County, Illinois

PARCEL 1: UNIT ~~XXXX~~ TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST  
IN THE COMMON ELEMENTS IN COURTLAND SQUARE CONDOMINIUM BUILDING  
NUMBER 35, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS  
DOCUMENT NUMBER 25053467, IN THE SOUTHEAST 1/4 OF FRACTIONAL SECTION  
10, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL  
1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT  
NUMBER 25053432 AND RE-RECORDED AS DOCUMENT NUMBER 25217261, ALL IN  
COOK COUNTY, ILLINOIS.

\*\*RAFAEL COLORINA AND NAVIN CHRISTIAN ARE EXECUTING THIS MORTGAGE SOLELY  
FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

09-10-401-091-1004

which has the address of 8896 DAVID PLACE-UNIT 1D  
(Street)

DES PLAINES  
(City)

Illinois 60016 ("Property Address")  
[Redacted]

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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MAIL  
OF  
RECORDED AND RETURN TO:  
NANCY RICHARDS  
DES PLAINES, IL 60016  
PREPARED BY:  
MS. C. COMMISION EXPRES

אָמַר רְבִיבָה בֶן-עֲזֵירָה: מִשְׁמָרָת הַמִּזְבֵּחַ שְׁמָרָת הַבָּנָה.

- 12 -

THEIR free and voluntary act, for the uses and purposes herein specified and declared the said instruments as

The **X** superscripted to the foregoing instruments, appeared before me this day in person, and acknowledged that

do hereby certify that, SUNITI CHRISTIAN AND SUMATI CHRISTIAN, HUSBAND AND WIFE AND  
SNEHA COLDRINA, MARRIED TO RAFAEL COLDRINA AND HELEN CHRISTIAN MARRIED  
TO NAVIN CHRISTIAN, personally known to me to be the same person(s) whose name(s) are

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any riders, addenda or exhibits attached thereto and recorded with it.**

Graduated Payment Rider      Planned Unit Development Rider

#### PLANNING & THE DEPARTMENT OF RIDE

CHARTERED PUBLIC ACCOUNTANT

22. **WITNESS OF FORMS TESTED.** Both owner and witness are to sign to forms tested except in the properties.  
23. **RIDERS TO THIS SECURITY INSTRUMENT.** If one or more riders are executed by Borrower and recorded together with this Security instrument, the co-signants and agreements of each such rider shall be incorporated into and shall amend and supplement the co-signants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument [check applicable boxes].

20. Lender in Possession, & upon reasonable notice, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or appomited receiver(s) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or the Property including those parts due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receivables bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

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

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UNIFORM CONVENTIONAL Mortgagor 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 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 owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation 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 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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18. Borrower's Right to Remonstrate. If the trustee meets certain conditions, Borrower shall have the right to have his/her attorney file a complaint before the court to protest the action of the trustee. The trustee may not apply the proceeds of any collateral or security held to satisfy the debt to which the trustee has been appointed under paragraph 12.

had the most significant effect on the Security Instruments.

so-called *social security* instruments, however, this option shall not be exercised by lenders if exercise is prohibited by law.

Such a situation can be given either without the conditioning procedure. To this end the presentors of this security instrument and the

15. **Concealing law; Secrecy bill.** This section instrument shall be governed by the law of the

deemed to have been given to the Minister of Finance or to the Auditor General as provided by section 101(1) of this Act.

**14. Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by

13. **Legislative Action Affecting Leases.** Rights. If enactments or a regulation of applicable law has the effect of ending leases and providing notice to lessees before they can be terminated, the lessor may terminate such leases by giving notice to the lessee.

12. **Loan Charges.** If the loan required by this Section may last more than one year, it shall be subject to a rate which does not exceed the maximum amount of interest which may be charged under the State Statute of Limitations, and the amount of interest so charged shall not exceed the amount of principal, plus the amount of any other charges or expenses which may be lawfully imposed by the lender.

10. Borrower Not Responsible. Releasee by Lender Not Responsible. Extension of the time for payment of modification or cancellation of the sums received by Lender by reason of force majeure or other causes beyond the control of Lender, shall not be a waiver of or preclude Lender from exercising any right or remedy which may be available to Lender in exercise of any right or remedy.

Given, Legendre is authorized to collect and apply the proceeds, at his option, either to restoration of the Property or to the sum secured by this Security Instrument, whether or not then due.

before the taking, divided by (b) the fair market value of the Property) immediately before the taking. Any balance shall be paid to Borrower, divided by (b) the fair market value of the Property) immediately before the taking.

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 any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced immediately by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately

9. **Condemnation.** The proceeds of any award of condemnation proceedings shall be held in trust by the lessee for the benefit of the lessor until payment of all amounts due under this lease and the lessee's expenses in connection therewith.

Broker or shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with the terms and conditions of the Policy.

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CONDOMINIUM RIDER 255076-8

THIS CONDOMINIUM RIDER is made this **6TH** day of **JUNE**, 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:

**8896 DAVID PLACE-UNIT 1D, DES PLAINES, ILLINOIS 60016**

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

**COURTLAND SQUARE CONDOMINIUM BUILDING NUMBER 35**

(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.

09-10-401-091-1004

PREPARED BY:  
NANCY RICHARDS  
DES PLAINES, IL 60016  
RECORD AND RETURN TO:  
[REDACTED]

THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
2454 DEMPSTER  
DES PLAINES, ILLINOIS 60016

Sunil Christian (Seal)  
SUNIL CHRISTIAN  
-Borrower

Sumati Christian (Seal)  
SUMATI CHRISTIAN/HIS WIFE  
-Borrower

Sneha Colorina (Seal)  
SNEHA COLORINA/MARRIED  
-Borrower

HeLEN Christian (Seal)  
HELEN CHRISTIAN/MARRIED  
(Sign Original Only)

86252938