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- [Space Above This Line For Recording Date] -

Loan # 902741

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 27th 19 88 The mortgagor is

DARLENE JANSAN, DIVORCED AND NOT SINCE REMARRIED

516.00

("Lender").

("Borrower"). This Security Instrument is given to

UNIVERSITY SAVINGS & LOAN ASSOCIATION which is organized and existing under the laws of the State of Illinois

, and whose address is

5250 S LAKE PARK AVE, CHICAGO ILLINOIS 60615

Borrower owes Lender the principal sum of Forty-two thousand and NO/100 - - -

Dollars (U.S. \$ 42,000.00

). 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 This Security Instrument paid earlier, due and payable on July 180, 2003

This Security Instrument secures to Lender: (a) the repayment of the dest videnced 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 Boilo yer's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mort gage, grant and convey to Lender the following described property SOUNTY CLOTT'S

located in PALATINE, COOK

County, Illinois:

See Attached Legal Description.

PIN 02-09-202-011

Mortgagor also hereby grants to the mortgages its successors and assigne, as rights and easements appurtenant to the above described real estate, the rights end easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said declaration were recited and stipulated at length herein.
which has the address of 1352 NORTH STERLING UNIT 201

Illinois

₁₂₁60067

("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 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

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.

6 (IL) (8704)

UNOFFICIAL COPY

"OFFICIAL SEAL"

My Commission Expires Ann. 30, 1990

My Commission Expires Ann. 30, 1990

MOLEN PUBLIC	"OFFICIAL SEAL"
1 (2/	transfer various for
'0	My Commission expires:
88 91 , 1988	Given under my hand and official seal, this 274
	set forth.
free and voluntary act, for the uses and purposes therein	FIELD and delivered the said instrument as
ore me this day in person, and acknowledged that die	subscribed to the foregoing instrument, appeared bela
n to me to be the same person(s) whose nem (s)	
	do hereby certify that DARLENE JENSEN
, a Motary Public in and the said county and state,	I. BRIAN J. ROHAN
County ss:	STATE OF ILLINOIS,
0.5	
This Line For Actinomedgnw.iii]	(Space Below
Neworlog-	
(s ₂ S)	
Jamonog-	
(2cal)	
- Neworloan	
([as])	16.
DARLENE JEMEN -Borrower	
Dales Joseph (Scal)	70
agrees to the terms and covenants contained in this Security drecorded with it.	Instrument and in any rider(s) executed of Sorrower and
whence side at beginning attentions but among off of second	Par states a state of months and
	Other(s) [specify]
1 Unit Development Rider	Graduated 100 ment Rider
ninium Rider - 1 Pamily Rider	Instrument. [Check applicable box(es)] Adjustable Pare Rider [XKCondon
ight of homestead exemption in the Property. more riders are executed by Borrower and recorded together with a of each such rider shall be incorporated into and shall amend and curity Instrument as if the rider(s) were a part of this Security	this Security Learnument, the covenants and agreements supplement the covenants and agreements of this Sec
pay any recordation costs.	Instrument without charge to Borrower. Borrower shall
d by this Security Instrument, Lender shall release this Security	
rents, including, but not limited to, receiver's fees, premiums on a to the sums secured by this Security Instrument.	costs of management of the Property and collection of receiver's bonds and reasonable attorneys' fees, and then
ed by Lender or the receiver shall be applied first to payment of the	the Property including those past due. Any rents collect
illowing judicial sale, Lender (in person, by agent or by judicially possession of and manage the Property and to collect the rents of	
der paragraph 19 or abandonment of the Property and at any time	
of title evidence.	but not limited to, reasonable attorneys' fees and costs o
amay foreclose this Security Instrument by judicial proceeding. In pursuing the remedies provided in this paragraph 19, including,	
tion may require immediate payment in full of all sums secured by	before the date specified in the notice, Lender at its op
er to acceleration and foreclosure. If the default is not cured on or	existence of a default or any other defense of Borrowe
dicial proceeding and sale of the Property. The notice shall further ation and the right to assert in the foreclosure proceeding the non-	

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the 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; 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;

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

UNIFORM COVEN TO THE DOWN F and Lender covening and agree as to the service of the land agree of the l

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. 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 Phyments. 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. Enrower 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 own a 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 live which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation ectived 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 "extend d coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount, 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, do rrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall by errompt 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 vecurity 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-us/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.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this fecurity 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 character of assure that the lien Security Instrument, Lender's rights in the Property and Borrower's characteristic to assure that the lien Security Instrument, Lender's rights in the Property and Borrower's characteristic to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's characteristic to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's characteristic to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's characteristic to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's characteristic to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's characteristic to assure that the lien of this Security Instrument is the Property and Borrower's characteristic than the lien of this security in the Property and Borrower's characteristic than the lien of t enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 3 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 and the Note had no acceleration (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) nave all extrances incurred in anticorning this occurred; (b) cures any default of any other covenants or agreements; (c) nave all extrances incurred in anticorning this occurred; (b) cures any default of any other covenants or agreements; (c) nave all extrances incurred in anticorning this

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument.

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote 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 and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in the full of all or transferred (or if a beneficial interest in points).

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Ibestument or the Note

15. Governing Law; Severability. This Security Instrument shall be governed by fede at 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 of the

in this paragraph. paragraph IV.

14. Notices. Any notice to Borrower provided for in this Security Institute t 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 a slice 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 as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided to this paragraph

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 ta et the steps specified in the second paragraph of

13. Legislation Affecting Lender's Rights. If enactment of expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforces le according to its terms, Lender, at its option, If enactment of expiration of applicable laws has the effect of

partial prepayment without any prepayment charge under the Note 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 ch lose 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 connection with the loan exceed the permitted limits, il en (a) any such loan charge shall be reduced by the amount

12. Loan Charges. If the loan secured by the security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interpreted or to be collected in

that Borrower's consent. the sums secured by this Security Instrument; 2.12 (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 of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property and the terms of this Security Instrument; (b) is not personally obligated to pay that Borrower's interest in the Property and the terms of this Security Instrument; (b) is not personally obligated to pay

11. Successors and Assigns Found; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and be needs the provisions

shall not be a waiver of or preclude the exercise of any right or remedy. by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise mouify coordisation of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower and not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of amonitation of the sums secured by this Security Instrument granted by Lender to any successor in

10. Borrowar Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payments. Unless Lynder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due. 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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to paid to Borrower.

the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be before the taking, Any balance shall be 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 units secured by this Security Instrument shall be reduced by In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

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

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender maurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

UNOFFICIAL CORY &

PARCEL I:

1352-201
UNIT IN FOREST EDGE CONDOMINIUM NO. 4 AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE.

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTHERLY OF A LINE PARALLEL WITH THE SOUTHERLY LINE OF DUNDEE ROAD AS DEDICATED BY DOCUMENT NO. 22,114,867 DRAWN THRU A POINT IN THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 310.00 FEET SOUTH OF THE SOUTHERLY LINE OF SAID DUNDEE ROAD AS MEASURED ALONG SAID WEST LINE, TO WIT: THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE EAST 362.35 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 9, THAT IS 260 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE WEST AT RIGHT ANGLES TO THE WEST LINE OF THE AFORESAID EAST 362.35 FEET FOR A DISTANCE OF 580 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 77 DEGREES 42 MINUTES 34 SECONDS TO THE RIGHT WITH A PROLONGATION WITH THE LAST DESCRIBED COURSE FOR A DISTANCE OF 465.69 FEET; THENCE WESTERLY ALONG A LINE THAT INTERSECTS THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 9 AT A POINT 753.61 FEET NORTH OF THE CENTER OF SAID SECTION 9 FOR A DISTANCE OF \$3551 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF STERLING AVENUE, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9, 1972 AS DOCUMENT NO. 22,114,867 TO THE PLACE OF BEGINNING; THENCE CONTINUING WESTERLY ALONG A CONTINUATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 20.98 FEET TO A POINT IN THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 9 FOR A DISTANCE OF 703.84 FEET TO A POINT IN THE SOUTH LINE OF DUNDEE ROAD, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9, 1972 AS DOCUMENT NO. 22, 114, 867; THENCE EASTERLY ALONG THE SOUTH LINE OF DUNDEE ROAD FOR A DISTANCE OF 445.22 FEET TO A POINT IN THE WESTERLY LINE OF THE AFORESAID STERLING AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF STERLING AVENUE FOR A DISTANCE OF 856 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87-630,894, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL II:

1352-201G

THE EXCLUSIVE RIGHT TO USE OF GARAGE SPACE NO. , A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 87-630,894.

88282861

CONFORMANM REDER

THIS CONDOMINHUM RIDER is made this day of . 19 88 . 27th June 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

University Savings and Loan Association

(the "Lender")

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

1352 N. Sterling Unit 201, Palatine, IL 60067

(Property Address)

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

(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.

CONDOMINUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lei. 4 r further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituen Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominiora Project, (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, ad dies 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 I ender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard in ur in a proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common element, my 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 talle such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy accept (b): 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 partial the Property, whether of the unit or of the common elements, or for any conveyance in fieu of condemnation, are hereby see gned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument is 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 easualty 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 of serage maintained by the Owners Association unacceptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then Lovier 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.

Darlene Jensen	(Seal
Darlene Jensen	-Borrowe
	(Seal)
	-Borrowe
	(Seal)
	-Borrower
	(Seal)
	-Borrower
(Sig	n Original Only)

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THIS CONDOMINIUM RIDER is made this **27th** day of **June** , 49.**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

University Savings and Loan Association

(the "Lender")

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

1352 N. Sterling Unit 201, Palatine, IL 60067

(Property Address)

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

[Name of Londominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds (tile 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.

CONDOMENUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Borrower and Lei. 3.4 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 Condominio a 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, % long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy or 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) I ender waives the process on in Uniform Covenant 2 for the monthly payment to I ender 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 viany lapse in required hazard insurance coverage.

In the event of a distribution of hazard in surjuce proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common element, any proceeds payable to Borrower are hereby assigned and shall be paid to I ender for application to the sums secured by the Section (ty 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 hability 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 pay of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby swigned and shall be paid to Lender. Such proceeds shall be applied by 1 ender to the sums secured by the Security Instrument is provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after sotice 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 easualty or if 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;
- (iv) any action which would have the effect of rendering the public liability insurance or verage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Varder 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.

Darlene Jensen	(Seal
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	(Seal
24	(Seal)
	(Sign Original Only)

or

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Property of Cook County Clark's Office

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Private Service Community

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	(Sign Original Only)	

MULTISTATE CONDOMINIUM RIDER-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3140 12/83

or

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