UNOFFIGIAL COPY

COOK COUNTY, ILLINOIS FILED FOR RECORD

1989 SEP -1 FM 2: 30

89411411

\$16.00

(Space Above This Line For Recording Data)

MORTGAGE

270005-1

THIS MORTGAGE ("Security Instrument") is given on AUGUST 30 19 89 The mc agagor is JOHN STEC AND KATHLEEN STEC, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND

LOAN ASSOCIATION OF ILLINOIS which is organized and easting 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

EIGHTEEN THOUSAND TWO HUNDRED AND NO/100

Dolla's (U.S.\$). This debt is evidenced by Borrower's note 18,200.00 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 SEPLEMBER 1, 2019

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, vith interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borro yer's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mor gage grant and convey to Lender the following described property

located in

72-24-457 (200

COOK

County, Illinois:

D. Cortice SEE LEGAL DESCRIPTION ATTACHED HERET) AND MADE A PART HEREOF.

14-08-203-015-1450

which has the address of

5445 N. SHERIDAN ROAD-UNIT 3809

CHICAGO

[City]

Illinois

60640

Control of the Control States

("Property Address");

(Street)

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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	the Property. ortower and recorded together with ortonated into and shall amend and ler(s) were a part of this Security	y any recordation costs. Tof homestead executed by Bo each such rider shall be incoming the first and it is not the rider shall be incoming the rider shall be rider shall be ridered as a shall	Borrower shall pa wer wayes all righ mrent. If one or m and agreements of ents of this Secur	charge to Borrower of Homestead, Borro of this Security, Insti- ment, the covenants vinant, and agreen vinants and agreen of phicable box(es)	Losinwanentwill 22, Weiver 22, Weiver 1, n. (Vinus-Section) 1, n. (Vinus-Section) 1, n. (Vinus-Section) 1, n. (Vinus-Section)
	Lender shall release this Security	oy this Security Instrument.	all sums scoured t	Upon payment of	ZI 'Release

but not limited to, reaconable attorneys' tees and coats of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior 10 the expitation of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon; take possession of and manage the Property and to collect the rents of the Property and to collect the rents of the Property and to collect the rents of the Property and to payment of the costs of management of the Property and to payment of the costs of management of the Property and to payment of 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 costs of management of the Property and close the premiums on receiver and reasonable attorneys 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.

Dreach of any covenant or agreement in this Security Instrument (but not prior to acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice stail specify: (a) the default; (b) the action required to cure the default on or less than 30 days from the date the notice is given to Borrower, by which the default must be cured and (d) that failure to cure the default on or before the date the notice may result in acceleration of the unmay result in acceleration of the brower of the Property. The notice shall further secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further linform Borrower of the 'right to reinstain acceleration and the right to assert in the foreclosure proceeding the non-existence of a default is not cured on or before date specified in the notice, I only of Borrower to acceleration and foreclosure. If the default is not cured on or before date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by before the Security Instrument by judicial proceeding. Other Security Instrument by judicial proceeding. Security Instrument by judicial proceeding. Chia Security Instrument by judicial proceeding. Security Instrument by judicial proceeding. Lender specified in this paragraph 19, including.

UNIFORM COVENING NO PROPERTY OF THE CONTROL OF THE

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 lax 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 paying it 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 price 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 Fay nexts. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applical: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable voder paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrowe hall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority or exchis 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 dipayment. 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 her 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 improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended for erage" 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, for ower 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 socurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the injurance 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 injurance 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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given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is 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, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, 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. Condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Signabection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance 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.

to the sums seem, ad by this Security Instrument, whether or not then due. Unless I., refer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the dut dr to of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

by the original Borrower or Berrower's successors in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify any demand of the sums secured by this Security Instrument by reason of any demand made interest of Borrower and in at operate to release the liability of the original Borrower or Borrower's successors in interest. modification of any reliance sums secured by this Security Instrument granted by Lender to any successor in 10. Borrow et Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or

aball not be a waiver of or preclude 1. e exercise of any right or remedy.

The covenants and agreements of a series of any right or remedy.

that Borrower's consent. the sums secured by this Security Instrument: 1.1 (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 this Security Instrument shall bind antiffer a successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey that Borrower's in the Property under the Co-signing this Security Instrument only to mortgage, grant and convey that Borrower's in the Property under the co-signing this Security Instrument; (b) is not personally obligated to pay

charges, and that law is finally interpreted so that the visitest or other loan charges collected or to be collected in 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) an sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may of some this refund by reducing the principal owed permitted limits will be refunded to be refunded to selve the refund by reducing the principal owed permitted limits will be refunded to permitted the permitted limits will be refunded to be refunded t 12. Loan Charges. If the loan secured by this security Instrument is subject to a law which sets maximum loan

E. Legislation Affecting Lender's Rights, Will enactment or expiration of applicable laws has the effect of partial prepayment without any prepayment charge under the Note. under the Note or by making a direct payment to Borrower. If a refu in reduces principal, the reduction will be treated as a

may require immediate payment in full of all sums secured by this Security natrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall tale the steps specified in the second paragraph of rendering any provision of the Note or this Security Instrument unenforcest le according to its terms, Lender, at its option,

Property Address or any other address Borrower designates by notice to Lender. Any notice 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 c. Under when given as provided mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the paragraph 17. Any notice to Borrower provided for in this Security Instructing the given by delivering it or by

Note are declared to be severable. Note conflicts with applicable law, such conflict shall not affect other provisions of this Security List ument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Listrument and the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the in this paragraph.

Law; Severability. This Security Instrument shall be governed by federal twand the law of the

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

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

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 II Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

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

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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower:

(a) pays: Lender all sams which then would be due under this Security Instrument and the Note had no acceleration occurred; (c) pays all expenses incurred in enforcing this security Instrument inclured in enforcing this Security Instrument including by any of lender may applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

THE TALMAN HOME TEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOTS ASSOCIATION SHARE CONTINUES PARK CONTINUES PAR

RECORD AND RETURN TO:

Continisation System of File o	SHARON BARNES W
"OFFICIAL SEAL" rnestine Yarbrough	
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instrument, appeared before me this day in person, and acknowledged that XXXXXX HE HIS instrument as XXXXXXX free and voluntary act, for the uses and purposes therein	subscribed to the foregoing signed the said
Dersonally known to me to be the same person(s) whose named now to me to be the same person (s)	
N STEC AND MATRICES TO HUSBAND MATRIX M. GCOUNLY and state, N STEC AND MATRICES HUSBAND MATRIX M. GC. A. A. M.	i, the top certify that JOH
County ss:	STATE OF ILLINOIS,
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breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's deceleration 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; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default in any other declare of Borrower to acceleration and foreclosure. If the default is not cored on urbicote the date specified in the notice, Lender at its option may foreclosure. If the default is not cured on urbicote the date specified in the notice, Lender at its option may foreclosure. If the default is not counced by before the date specified in the notice, Lender at its option may foreclosure. If the default is not cured by Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including. But not limited to, reasonable attorneys? fees and costs of title evidence.

SOX: DRIFORM COVENASTS. Borrower and Lender further covenant and agree as follows:

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UNOFFIGIAL COPY

COOK COUNTY, ILLINOIS FILED FOR RECORD

1989 SEP -1 PM 2: 30

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\$16.00

[Space Above This Line For Recording Data]

MORTGAGE

270005-1

THIS MORTGAGE ("Security Instrument") is given on AUGUST 30

19 89 The mort agor is JOHN STEC AND KATHLEEN STEC, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND

LOAN ASSOCIATION OF ILLINOIS which is organized and exicating 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 EIGHTEEN THOUSAND TWO MUNDRED AND NO/100

Dollar (U.S.\$ 18,200.00). 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 SEPTIMDER 1, 2019

This Security Instrument secures to Lender: (a) the repayment of the deltevidenced 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 mort, age, grant and convey to Lender the following described properly

located in

72-24-457 Ca

COOK

County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

14-08-203-015-1450

which has the address of 5445 N. SHERIDAN ROAD-UNIT 3809

CHICAGO

Illinois 60640

[Zip 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 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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ILLINOIS Sorge Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 Amended 5/87

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1-4 FAMILY RIDER Assignment of Rents

This 1-4 FAMILY RIDER is made this 30TH day of AUGUST , 1989 , 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:

5445 N. SHERIDAN ROAD-UNIT 3809, CHICAGO, ILLINOIS 60640 (Property Address)

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PRIVERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDINATE LIFIS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. For ower shall maintain insurance against ront loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally a signs and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. Low ever, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, for ower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not allowell not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remody of tender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in fall.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remediar parmitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Marie	
JOHN STEC (Xattlee Stec)	(Seal) -Borrower
KATHLEEN STEC	(Seal) -Borrowar
	(Seal) -Borrower
	(Seal)

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THIS CONDOMINIUM RIDER is made this 30TH day of AUGUST 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:

5445 N. SHERIDAN ROAD-UNIT 3809, CHICAGO, ILLINOIS

(Proporty Address)

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

(Name of Condominium Project)

ithe "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.

CONDOMINICA COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lende, further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents, (h) "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) p,- sws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and accessments imposed pursuant to the Constituent Documents.
- B. Hazard insurance. So Jung as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lander 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," the it
- (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 ir suralice 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 corrected is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lease 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, whather to the unit or to common elements, any place eds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Scourity Instrument, with any excess paid to Borrower.

- Public Liability Insurance. Borrower shall take suct actions as may be reasonable to insure that the Owners Association maintains a public liabilty insurance policy acceptable is form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for domages, 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 Lander 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 eminant 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 coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender recy pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured withe 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.

W. Can	/\$a_11	
JOHN STEC	-Borrowet	
Xattleen Stic	(Seal)	
KATHLEEN STEC	-Borrowe	
	(Seal)	
	-Borrower	
	(Seal)	
	-Borrower	
	(Sign Original Only)	

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