89434030

- [Space Above This Line For Recording Data] -

**MORTGAGE** 

8901336

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 1245841929 (1989) The mortgagor is ELIZABETH R. SANSONE, EEXHETER WIDOW, NEVER REMARRIED

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

FINANCIAL CORP.

which is organized and exis in under the laws of THE STATE OF ILLINOIS

, and whose address is

9957 SOUTH ROBERTS ROAD

PALOS HILLS, ILLINCIS 60465

("Lender").

Borrower owes Lender the principal sum of

ONE HUNDRED TWENTY TWO THOUSAND TWO HUNDRED FIFTY AND NO/100

Dollars (U.S. 122,250.00). 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 OCTOB 2R 1, 2019

This Security Instrument secures to Lender: (a) the repayment of the debt of idenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK

County, Illinois:

UNIT NUMBER 7801-1-AA IN OAK HILLS CONDOMINION I AS DELINEATED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN BURNSIDE'S DAK FILLS COUNTRY CLUB VILLAGE SUBDIVISIONS IN THE SOUTHWEST QUARTER OF SECTION 36. TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINION OWNERSHIP MADE BY BURNSIDE CONSTRUCTION COMPANY, AN ILLINOIS CORPORATION, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOLUMENT NUMBER 23684699; AS AMENDED TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERED IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION, AS AMENDED, ALL IN COOK COUNTY, ILLINOIS.

23-36-303-143-1261

which has the address of 7

7801 ARQUILLA-UNIT 1AA

59434030

Illinois

60453 [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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

VMP\_-6F(IL) 189023 VMP MORTGAGE FORMS • (313)

CAROLE A. VALELA UNITED SAVINGS OF AMERICA "OFFICIAL SEAL" NAM OT RECORD AND RETURN TO: DALOS HILLS, IL 9709 Votary Public ALLIED REALTY FINANCIAL CORP. PREPARED BY: My Commission expires: J. M. M. Given under my hand and official seal, this set forth. HIS/HER free and voluntary act, for the uses and purposes therein signed and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \SHE , personally known to me to be the same person(s) whose natively SI do hereby certify that MEDOM NEVEL REMARRIED ELIZABETH R. SANSONE, SPINSTER / a Notary Public in and I'st riid county and state, STATE OF ILLINGIS. County ss: Space Below This Line For Acknowing ment Borrower (pag) Pontower. (leas): Вотгомет (Best). MIDOM' NEVER REMARRIED SANSONE/\SBI ъ. EL LA ABETH (Seat) BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by dorrower and recorded with it. [Yliooqs] (shortfy] Banned Unit Development Rider Graduated Paymant Rider TobiM ylimsH 4-1 [[[] nsbiЯ muinimobno3KX] Tabia on a dansulbak Instrument. [Check applicable box(es)] supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security (not imment, the coverants and agreements of each such rider shall be incorporated into and shall amend and 23, Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22, Waiver of Homestead, Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument. Lender shall release this Security receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by Judicially but not limited to, reasonable attorneys' fees and costs of title evidence.

20, Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the same secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Response of the single security in the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the securit default; (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured: untees applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the of any covenant or agreement in this Security Instrument tout not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

ZOX-CAIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

8719-725

Cocary Public, State of Illino

OPK BROOK, ILLINOTS

P.O. BOX 5348, 2000 YORK ROAD

UNIFORM COVENANTY Bernower and lender coverant agree as follows

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument: (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the

basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Seburity 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 paymen' 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 othe 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 Payorants. 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 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 ower 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 heavisich 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 tien 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 his 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 that 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 said to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the property or to security instrument, whether or not then due. The 30-day region 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.

in this paragraph.

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

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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.

paid to Borrower. before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any valance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately

given, Lender is authorized to collect and apply the proceeds, at its option, cither 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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the dress of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrowr, Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification of an arrange for payment or modification of a payment or payment or modification of the time for payment or modification of the time for payment or modification of the supplication of the payment or modification of the supplication of the supplin to the sums seet red by this Security Instrument, whether or not then due.

by the original Borrower or borro ver's successors in interest. Any forbeatance by Lender in exercising any right or remedy Lender shall not be trainfed to commence proceedings against any successor in interest or reluse to extend time for payment or otherwise modify it intrinsition of the sums secured by this Security Instrument by reason of any demand made interest of Borrower stall that operate to release the liability of the original Borrower or Borrower's successors in interest. modification of amordization of the sums secured by this Security Instrument granted by Lender to any successor in

shall not be a waiver of or preciude in exercise of any right or remedy.

11. Successors and Assigns asynd; Joint and Several Liability; Co-signers. The covenants and agreements of

modify, forbear or make any accommodations (4) in .egard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, Instrument but does not execute the Mole: (f) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the serms of this Security Instrument; (b) is not personally obligated to pay this Security Instrument shall bind at 0 kenefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and Letterments shall be joint and several. Any Borrower who co-signs this Security

necessary to reduce the charge to the permitted limit; and (b) aty sums afready collected from Borrower which exceeded 12. Loan Charges. If the loan secured by this S curity 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 connection with the loan exceed the permitted limits, there is any such loan charge shall be reduced by the amount that Borrower's consent.

If enactment of expiration of applicable laws has the effect of 13, Legislation Affecting Lender's Rights. partial prepayment without any prepayment charge under the Note permitted limits will be refunded to Borrower. Lender may et Jose 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

71 dqergeraph 17. permitted by paragraph 19. If Lender exercises this option, Lender shall tatte the steps specified in the second paragraph of may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies rendering any provision of the Note or this Security Instrument unenforces le according to its terms. Lender, at its option,

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 Land when given as provided for in this Security Instrument shall be deemed to have been given to Borrower or Land when given as provided Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 14. Notices. Any notice to Borrawer provided for in this Security Instant in this shall be given by delivering it or by

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 Inc., unrent or the Note 15. Governing Law; Severability. This Security Instrument shall be governed by federal) in 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

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 Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any Note are declared to be severable.

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 this Security Instrument.

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

remedies permitted by this Security Instrument without further notice or demand on Borrower.

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 approached the may specify for remarkenesh, series as the street period in the footest of the conditions are that Borroweis as described in the footest of t 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 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

RECORD WITH MORTCAGE DOCUMENT

### ADJUSTABLE RATE RIDER

(1 Year Index-Interest Cap)

CONVERSION PRIVILEGE 8901336 845841929

| THIS ADJUSTABLE RATE RIDER is made this 12TH day of SEPTEMBER, 19 89, 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 Adjustable Rate Note (the "Note") to ALLIED REALTY FINANCIAL CORP. |
|--|
| AN ILLINOIS CORPORATION (the "Lender" of the same date and covering the property   |
| described in the Security Instrument and located at:   |
| 7801 ARQUILLA-UNIT LAA, PALOS HILLS, ILLINOIS 60453 [Property Address]   |
| THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.  |
|  |

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of EIGHT AND FIVE EIGHTHS percent (8.625 %)
The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of OCTOBER, 19 90, and or that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be outed on an Index. The "Index" is the WEEKT.

average yield on United States Treasury securities adjusted to a constant material of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days refore each Change Date is called the "Current Index." \* THE MOST RECENT INDEX FIGURE AVALLABLE AS OF THE DATE

OF THIS NOTE IS 8.120
If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE FOURTHS percentage points (2.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date. The interest rate will not be changed by more than 2.000 percentage points on any Change Date. The Note Holder may not adjust upward or downward the interest rate by more than 6.000 percentage points over the life of the loan. The Note Holder will adjust the new interest rate so that the change will not be more than the limit.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments.

### (D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthy payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

89434030

### (E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER В.

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured in this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by sederal law as of the date of this Security Instrument. Lender also shall not exercise this option is: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lead a may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require it in nediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any e-medies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terras and covenants contained in this Adjustable Rate Rider.

SANSONE/WIDOW 3-Borrower SPINSTER

(Seal) rewatta8-

NEVER REMARRIED

(Seal) -Borrower

(Seal) ·Borrower

RECORD AND RETURN TO:

UNITED SAVINGS OF AMERICA P.O.BOX 5348, 2000 YORK RD. OAK BROOK, IL. 60522-5348

## UNOFFICIAL COPY CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 12TB day of SEPTEMBER , 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 ALLIED REALTY FINANCIAL CORP.

(the "Lender")

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

#### 7801 ARQUILLA-UNIT 1AA, PALOS HILLS, ILLINOIS 60453

(Property Address)

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

#### (Name at Candominium 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.

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

- A. Condominium C bligations. 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) or -13ws; (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 it surance 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 unvitipse in required hazard insurance coverage.

In the event of a distribution of hazard insuralics 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 Society Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take suci 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 can. gos, 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, accept 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;
- (iv) any action which would have the effect of rendering the public liability insurance co- erage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lei der may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secure Let 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

| ms and provisions contained in this Condomini | um moer,      |
|---|---------------|
| Blightet R. Sansone<br>ELIZABETH R. SANSONE   | (Seal         |
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Property or Coot County Clerk's Office

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