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MORTGAGE

15.00

THIS MORTGAGE ("Security Instrument") is given on **SEPT 26,**
19 89. The mortgagor is **RITA M SCHOENFELD, A WIDOW**

("Borrower"). This Security Instrument is given to
ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing
under the laws of **THE UNITED STATES OF AMERICA**, and whose address is
25 EAST CAMPBELL STREET, ARLINGTON HEIGHTS, ILLINOIS 60005 ("Lender")
Borrower owes Lender the principal sum of **SEVENTY FIVE THOUSAND AND 00/100**

Dollars (U.S. \$ 75,000.00). 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 **OCT. 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, 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**

**UNIT NUMBER 105, IN THE HARBORSIDE CONDOMINIUM II, AS DELINEATED ON SURVEY OF
LOT 199 ANCIENT TREE 1-"G", A RESUBDIVISION OF ALL OF OUTLOT 6 IN ANCIENT TREE
UNIT NUMBER 1-"B", A SUBDIVISION RECORDED PER DOCUMENT NUMBER 22970839, AND ALSO
A PART OF LOT 1003 IN ANCIENT TREE UNIT 1, BEING A SUBDIVISION OF PARTS OF THE
NORTH EAST 1/4 OF THE SOUTH WEST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTH WEST
1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS PARCEL), WHICH
SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OWNERSHIP AND
OF THE EASEMENT, COVENANTS AND RESTRICTIONS FOR THE HARBORSIDE CONDOMINIUM II,
MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY
BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 23, 1973 KNOWN AS
TRUST NUMBER 32211, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK
COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24311714, DATED FEBRUARY 3, 1978; TOGETHER
WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID
PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED
AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.**

PERMANENT TAX NUMBER 04-08-300-075-1005

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which has the address of

2 COURT OF HARBORSIDE #105
(Street)

NORTHBROOK

(City)

Illinois

60062

(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 seized 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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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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

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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note, third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owing payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of 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 coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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documented. However, this right to nominate shall not apply in the case of acceleration under paragraphs 13 and 17.

18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) for remonstrance before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment ordering this Security Instrument to any Power of Sale if Borrower fails to pay all sums which then would be due under this Security Instrument and the Note had no acceleration (as provided in this instrument); or (c) payment of any deficiency balance secured hereby shall remain fully effective as if no acceleration had been made.

If Lender exercises his option, Lender shall give Borrower notice of acceleration. If the notice shall provide a period of no less than 30 days from the date the notice is delivered, Lender shall pay all sums secured by this security instrument to pay these sums prior to the expiration of this period. Lender may make any further notice or demand of payment without further notice or demand on Borrower.

Interest in it is said to have been stimulated by a bank which had transferred its interest in Borrowers to a third party in 1970. Borrowers is not a transferor of funds, however, as he is said to have had no interest in the loan at the time it was made.

16. Borrower's Copy. Borrower shall be given one copy of this 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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the principles contained in which the Property is located, to the extent that any provision of this Security Instrument conflicts with the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note and the Note will be governed by the governing provision.

marrying it by first class mail unless application of law requires use of another method. The notice shall be directed to the property address or any other address Horrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or to any other address Lender designates by notice to Horrower. Any notice provided for in this Section shall be deemed to have been given to Horrower or Lender when given as provided in this paragraph.

13. **Effectuation Aftereffect Lenders' Rights.** If cancellation or application of applicable laws has the effect of rendering any provision of the Note of this Security Instrument ineffective according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by law. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 12.

12. **Loan Charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interests of other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charged to the permitted limit, and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded to Borrower. Lender may choose to make this reduction 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 partial repayment without any prepayment charge under the Note.

11. Successors and Assignees; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind all successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (c) is co-signing this Security instrument only to mortgag[e], print and convey title to his or her interest in the property described (d) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security instrument and (e) agrees that Lender and any other Borrower may agree to pay modify, forfeit or make any accommodations with regard to the terms of this Security Instrument or the Note without further notice or consent.

shall not be a waiver of or preclude the exercise of any right or remedy

Unless otherwise agreed and Borrower and Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed one-half the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 10. Borrower's Note Referred: Forbearance By Lender Note a Waller. Modification of the time for payment of the amounts received by this Secured instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower's successors in interest or otherwise modify the terms of this Secured instrument granted by Lender to any successor in interest of Borrower or Lender shall not be released to commence proceedings against any successor in interest of Lender to enforce payment of the amounts received by this Secured instrument granted by Lender to any successor in interest of Borrower or Lender to remedy by Lender in exercise of any right or remedy by Lender to any other power or otherwise in interest. Any forbearance by Lender in exercising any right or remedy by Lender to any other power or otherwise in interest.

In the event of a property loss or damage caused by a third party, the injured victim or his/her legal representative may file a claim for damages. However, failure to respond to a written demand within 30 days after the date the notice is made will render the defendant liable for double damages.

unless Horrower and I enter otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Horrower.

In the event of a total take-over of the Property, the proceeds shall be applied to the sums received by the vendor and shall be paid to Lender as compensation for any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

B. Inspection, Underer or us agent may make reasonable entries upon and inspections of the property. Underer

If Lender shall pay the premium required to maintain the loan secured by this security instrument for the insurance coverage as a condition of making the loan such time as the premium is accrued, the insurance premiums in accordance with Borrower's and Lender's written agreement or applicable law.

CONDOMINIUM RIDER 03/1521-5

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THIS CONDOMINIUM RIDER is made this 76TH 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 Note to ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2 COURT OF HARBORSIDE #105 , NORTHBROOK , ILLINOIS 60062
(Property Address)

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

THE HARBORSIDE CONDOMINIUM II

[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.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

PERMANENT TAX NUMBER 04-08-300-075-1005

RITA M. SCHOENFELD (Seal)
RITA M. SCHOENFELD (Seal)
Borrower

..... (Seal)
Borrower

..... (Seal)
Borrower

..... (Seal)
Borrower