

UNOFFICIAL COPY

89615686

27-30-400-008

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\$17.00

(Space Above This Line For Recording Data)

MORTGAGE

269070-5

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 21 19 89 The mortgagor is RICK D. NICHOLS, BACHELOR AND GARY L. BAUGHER, BACHELOR

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEN NORRIDGE, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FORTY THOUSAND AND NO/100

Dollars (U.S. \$ 140,000.00). 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 JANUARY 1, 2020. 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 County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

27-30-400-008

which has the address of 17237 LAKEBROOK DRIVE ORLAND PARK

Illinois 60462 ("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.

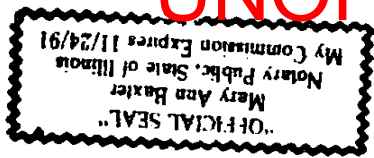
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

72-38-452-0

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THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
9208 WEST 159TH STREET
ORLAND PARK, ILLINOIS 60462
ATTENTION: SHIRLEY ORR
847333



Mary Ann Baxter
Notary Public

RECORD AND RETURN TO:
SHIRLEY ORR
ORLAND PARK, IL 60462

My Commission expires:

Given under my hand and official seal, this 21st day of December, 1989

set forth.

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

ARE personally known to me to be the same person(s) whose name(s)

do hereby certify that RICK D. NICHOLS, BACHELOR AND GARY L. BAUGHER, BACHELOR

a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS
Cook

(Space Below This Line For Acknowledgment)

(Seal) Borrower
RICK D. NICHOLS/BACHELOR
(Seal) Borrower
GARY L. BAUGHER/BACHELOR
(Seal) Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Condominium Rider
- Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

(Check applicable boxes)

NON-ENFORCEMENT COVENANTS, Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; and (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 or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at his option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. 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.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration 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 including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds 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 without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders) were a part of this Security Instrument. (Check applicable boxes)

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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 insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender 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 assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by 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 paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (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 that Borrower's consent.

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 interest or other loan charges collected or to be collected in connection with 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) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose 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 partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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 paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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 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 by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, 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 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 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 reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Property of Cook County

PARCEL 1: THAT PART OF LOT 6 IN BROOK HILLS PLANNED UNIT DEVELOPMENT TOWNHOMES PHASE ONE, BEING A PLANNED UNIT DEVELOPMENT IN THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST MOST CORNER OF SAID LOT 6; THENCE SOUTH 03 DEGREES 43 MINUTES 49 SECONDS WEST ALONG AN EASTERLY LINE OF LOT 6 A DISTANCE OF 28.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 16 MINUTES 11 SECONDS WEST 75.49 FEET TO A WESTERLY LINE OF SAID LOT 6; THENCE SOUTH 03 DEGREES 43 MINUTES 49 SECONDS WEST ALONG SAID WESTERLY LINE OF SAID LOT 6 A DISTANCE OF 33.47 FEET; THENCE SOUTH 86 DEGREES 16 MINUTES 11 SECONDS EAST 75.49 FEET TO AN EASTERLY LINE OF SAID LOT 6; THENCE NORTH 03 DEGREES 43 MINUTES 49 SECONDS EAST ALONG SAID EASTERLY LINE OF SAID PASTERLY LINE 33.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BROOK HILLS TOWNHOMES, RECORDED OCTOBER 18, 1989 AS DOCUMENT NUMBER 89492484 AND AS CREATED BY DEED FROM MARQUETTE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 7565 TO 89492483 AND CREATED BY THE DEED REFERRED TO IN PARCEL 2 ABOVE.

RECORDED AS DOCUMENT NUMBER 89492483 AND CREATED BY THE DEED REFERRED TO IN PARCEL 2 ABOVE.

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER LOTS A AND B AND OVER, UPON THROUGH LOT 6 EXCEPT FOR THAT PORTION OF SAID LOT ON WHICH BUILDING IS LOCATED, AS SET FORTH IN THE PLAT OF SUBDIVISION DIVISION RECORDED AS DOCUMENT NUMBER 89492483 AND CREATED BY THE DEED REFERRED TO IN PARCEL 2 ABOVE.

LEGAL DESCRIPTION
RIDER

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DPS 082

 (Seal) Borrower

 (Seal) Borrower
GARY L. BAUGHNER

 (Seal) Borrower

 (Seal) Borrower
RICK D. NICHOLS

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

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

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained Association; or (iii) termination of professional management and assumption of self-management of the Owners benefit of Lender;

(iii) any amendment to any provision of the "Constituent Documents" if the provision is for the express the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) the abandonment or termination of the PUD, except for abandonment or termination required by law in consent, either partition or subdivide the Property or consent to;

B. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written shall be applied by Lender to the sums secured by the Security instrument as provided in Uniform Covenant 9.

of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Borrower.

paid to Lender. Lender shall apply the proceeds to the sums secured by the Security instrument, with any excess paid to Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be in the event of a distribution of hazard insurance proceeds for any of restoration or repair following a loss to the or blanket policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

(ii) Borrower's obligation under Uniform Covenant 8 to maintain hazard insurance coverage on the Property is the yearly premium installments for hazard insurance on the Property; and

(ii) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of term "extended coverage," then:

in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, Documents.

Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent

A. PUD OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. Lender further consent and agree as follows:

PUD COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower and Borrower's interest.

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of (Name of Planned Unit Development)

(the "Declaration"). The Property is a part of a planned unit development known as

THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(Property Address)

17237 LAKEBROOK DRIVE, ORLAND PARK, ILLINOIS 60462

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

(the "Lender")

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **21ST** day of **DECEMBER**, 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

PLANNED UNIT DEVELOPMENT RIDER

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