

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 5,  
1989. The mortgagor is George G. Gilbert and Eileen M. Gilbert, his wife,  
("Borrower"). This Security Instrument is given to Standard Bank and  
Trust Company of Hickory Hills, which is organized and existing  
under the law of State of Illinois and whose address is 7800 West 95th Street,  
Hickory Hills, Illinois 60457 ("Lender").  
Borrower owes Lender the principal sum of Twenty Thousand Five Hundred Dollars and no/100--  
Dollars (U.S. \$ 20,500.00-----). 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 April 1, 2004. 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.

UNIT NUMBER 3B, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL  
ESTATE: lot 3 IN T.J. MILLER'S SUBDIVISION OF THE NORTH 327.95 FEET OF THE SOUTHEAST  
1/4 OF THE NORTHEAST 1/4 OF SECTION 35 TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A"  
TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY PATRICK O'GORMAN AND MARY R. O'GORMAN  
RECORDED IN THE OFFICE OF RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22327876  
TOGETHER WITH AN UNDIVIDED 16.8 PERCENT INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING  
FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS DEFINED  
AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS

TAX I.D.# 18-35-222-016-1006

property address: 8022 Marion Drive, Justice, Illinois 60458

• DEPT-01 \$15.25  
• T43332 TRAN 5009 03/09/89 09:18:00  
• \$5696 + C \* 89-103771  
COOK COUNTY RECORDER

which has the address of 8022 Marion Dr. unit 3 East,  
[Street] Justice,  
Illinois 60458 ("Property Address");  
[Zip Code] 89103771

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
apurtenances, 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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19. **Accessories:** Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement of otherwise. The notice shall specify: (a) the date required to cure the unless specified otherwise. The notice shall specify: (b) the action required to cure the 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, for default preceding and since of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to foreclose in the foreclosure proceeding but not limited to collection of attorney's 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 judgment sale, Lender or agent or by judicially appointed receiver shall be entitled to collect all expenses incurred in preparing the remedies provided in this paragraph 19, including costs of any notice, take possession of and manage the Property and to collect all sums secured by this Security instrument without further demand or notice, for collection of rents, including, but not limited to the costs of managing the property, fees, and collection of rents. Lender shall be entitled to collect all sums secured by this Security instrument as if the notice(s) were a part of this instrument.

21. **Release.** Upon payment of all sums secured by this Security instrument costs, receiver, trustee, or beneficiary, bonds and assignable attorney's fees, and then to the sums accrued by this Security instrument.

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

23. **Security Instrument.** In one or more riders are executed by Borrower and recorded together with this Security instrument, the convenants and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the convenants and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument. (Check applicable box(es))

**Conditional Rider**

**Graduated Unit Development Rider**

**Family Rider**

**Adjustable Rate Rider**

**Other(s) [Specify]**

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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 charge 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 entitled to 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 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 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 attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 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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18. Borrower's Right to Resist. If Borrower meets certain conditions, Borrower shall have the right to have certain documents delivered by this County Sheriff or certain other officers of this County.

19. Borrower's Right to Resist. If Borrower meets certain conditions, Borrower shall have the right to have certain documents delivered by this County Sheriff or certain other officers of this County.

If a customer cancels their option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date which Lender receives this notice to pay the sums secured by this Note in full.

16. Borrower's Copy. Borrower shall be given one completed copy of the Note and of this 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) to another person without written consent, Lender may, at its option, require immediate payment in full a natural sum secured by this Security Instrument. However, this option shall not be exercisable by Lender if exercise is prohibited by section 14 of the title of this security instrument.

13. Legislation Affection Landers' Rights. If enacted, or if any provision of this Section becomes applicable, laws has the effect of reducing any provision of this Section or this Article that purports to limit the rights of landowners under this Article.

11. Successors and Assignees: Bound: Joint and Several Liability: Co-signers. The co-contractants of this Security Instrument shall bind and be entitled to the successors and assignees 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 shall be liable to the terms of this Security Instrument until he dies or acquires his/her own property under his/her own name; and any other Borrower may agree to extend the term of this Security Instrument for a period of time not exceeding one year. The co-contractants of this Security Instrument shall be liable to the terms of this Security Instrument until death or until the date of payment of the principal sum due hereunder, whichever occurs first.

10. Borrower Not Responsible For Breaches By Lender Not A Witness. Extension of the time for payment of principal or interest or for any other sums due under the terms of the Note or any other instrument shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower's successors in interest. Any claim for breach by Lender in exercising any right or remedy by the original Borrower or its successors in interest, may be asserted by this Securitization Trust for any reason of any demand made by the original Borrower or its successors in interest.

"In the event of a total loss or damage, Borrower shall be entitled to receive payment of such amounts as are due under the terms of this Note and interest thereon at the rate of 12% per annum from the date of loss or damage until paid in full. The amount of principal and interest so paid shall be deducted from the amount of the Note and the balance of the Note shall be paid in accordance with the terms of this Note."

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, which ever of us 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 by this Security instrument divided by the fair market value of the Property immediately before the taking. Any balance shall be applied to Borrower.

9. Condemnation of any part of the Property, or for damage, direct or consequential, in lieu of condemnation with any proceeds of any award or claim for damages, or for conveyance in lieu of condemnation.

8. Inspection. Under or in agency may make reasonable inquiries upon and inspections of the Property. Under  
shall give Borrower notice at the time of or prior to an inspection specifically cause for the inspection.

If a lender required mortgage insurance as a condition of making the loan secured by his Security instrument, he must make arrangements to coordinate with the lender's underwriters and brokers, and lend him the money until such time as the regular payment for the insurance premium is received.

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THIS CONDOMINIUM RIDER is made this 6th day of March, 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 STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
8022 Marion Drive, Justice, Illinois 60458, unit 3, East  
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 8022 Marion Drive Condominium Association  
[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 amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

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

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

Borrower shall give 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.

X George G. Gilbert (Seal)  
George G. Gilbert  
Borrower

X Eileen M. Gilbert (Seal)  
Eileen M. Gilbert  
Borrower

*Petrucci*  
*See p. 4*

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Return - See  
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