1989 JUN 12 AM 11: 33

89265041

- (Space Above This Line For Recording Data) -

MORTGAGE

266036~9

\$17.00

THIS MORTGAGE ("Security Instrument") is given on JUNE 8
1989 The mortager is DAVID PROCHNOW AND DARLENE E. PROCHNOW, HUSBAND AND WIFE

("Borrower"), This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

which is organized and chicked under the laws of THE UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLE.

NORRIDGE, ILLINOIS 60634

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND SEVEN HUNDRED FIFTY AND NO/100

Dollar (U.S. \$ 100,750.00). 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 JUNE 4.2009 This Security Instrument secures to Lender: (a) the repayment of the delteridenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mort(age, grant and convey to Lender the following described property

COUNTY, Illinöis:
UNIT 2-7-L-T IN OLD ORCHARD COUNTRY CLUB VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:
PORTIONS OF OLD ORCHARD COUNTRY CLUB VILLAGE, BEING A RESUBDIVISION
IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MEFIDIAN, IN THE VILLAGE OF
MOUNT PROSPECT, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS
EXHIBIT "A" TO THE DECLARATION OF CONDOMINIU'I MADE BY AMERICAN NATIONAL
BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTED UNDER TRUST AGREEMENT
DATED FEBRUARY 29, 1988 AND KNOWN AS TRUST NUMBER 104695-00 AND
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY,
ILLINOIS AS DOCUMENT NUMBER 89-159,830, 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) AS AMENDED FROM TIME
TO TIME.

03-28-202-004

which has the address of 1302 NUTMEG COURT-UNIT 2-7-L-T [Street]

MOUNT PROSPECT

(City)

Illinois

60056

("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.

8926504

| UNOFFICIAL C | DES PLAINES, ILLINOS 6 | |
|--|---|--|
| PAINCE AND {MY COMMISSION EXPIRES 12/2/90 { | THE TALMAN HOME FEDERAL S. LOAN ASSOCIATION OF ILLING | |
| CATHERINE E. PATTERSON (AUTARY PUBLIC, STATE OF ILLINOIS) | кесокр вир кетики то: | |
| | DES BUVINES, IL 60016 | |
| Machan (1) Machan Public | NYNCK GINETINO BREBARED BK: | |
| 2: 11() | My Commission expires: | |
| 10 gill Att diny 10 gill iles | Oiven under my hand and official s | |
| | ्रपाञ्च । इंड | |
| as THEIR free and voluntary act, for the uses and purposes therein | nomurieni bias odi bosovilob bna bongie | |
| subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T heY | | |
| 집원스 (a)oman sective (a)nowing sinus off ed of on of nword yllendated. | | |
| HNOM PND DERFERE E. PROCHNOM, HUSLAND AND WIFE | do hereby certify that DAVID PROC | |
| a Notary Public in and for said county and state, | 1. the underuga | |
| Connit ss: | STATE OF ILLINOIS. | |
| | | |
| - (Space Below Tine Ine For Acknowledgment) | | |
| | | |
| (1692) | | |
| 19WOTIOB- | | |
| (Scal) | | |
| DYELENE E. PROCHNOW/HIS WIFE BOTTOM | | |
| Kellew L. Gerhewan (Seal) | | |
| DVAND BROCHION —— [October 1] | | |
| | | |
| BY Sigistize Below, Borrowe accepts and agrees to the terms and covenants contained in this Security fusivument and in any rider(s) executed by Borrower and recorded with it. | | |
| | [¿hipaqz] (zhadiO | |
| Planned Unit Developnient Rider | Graduated Payment Rider | |
| XXCondominium Rider | Adjustable Am Rider | |
| ts of this Security instrument as if the rider(s) were a part of this Security | Instrument. [Check applicable box(es)] | |
| r waives all right of homestead exemption in the Property. eat. If one or more riders are executed by Borrower and recorded together with d agreements of each such rider shall be incorporated into and shall amend and suggeoments of each such rider shall be incorporated into and shall amend and | 23. Rivers to this Security Instrum this Security (* A. Timent, the covenants an | |
| | Instrument without charge to Borrower. B | |
| collection of rents, including, but not limited to, receiver's fees, premiunts on fees, and then to the sums secured by this Security Instrument. | receiver's bonds and reasonable attorneys' | |
| er upon, take possession of and manage the Property and to collect the rents of the rents collected by Lender or the receiver shall be applied first to payment of the rents collected by Lender or the receiver shall be applied first to payment of the | the Property including those past due. Any | |
| celeration under paragraph 19 or abandonment of the Property and at any time ademption following judicial sale, Lender (in person, by agent or by judicially | a prior to the expiration of any period of r | |
| es and costs of title evidence. | but not limited to, reasonable attorneys' fe | |
| before the date specified in the notice, Lender at its 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 remedics provided in this paragraph 19, including, | | |
| 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 society of in the notice. I ender at its ontion may exemite immediate payment in full of all sums escuenced | | |
| cosure by judicial proceeding and sale of the Property. The notice shall further | | |

ATTENTION: UANCY GIUSTINO

NON-CHEORM COVENNESS Borrower and Lender further covenant and agree as follower:

19. Acceleration: Remedies, Lender shall give notice to Borrower prior to acceleration tollowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable has provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that fullure to rese the default on or before the specified in the notice may result in acceleration of the sums

UNOFFICIAL COPY

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 Horrower 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 abundoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or office a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is act orized 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 mount of such payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Walver. 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 Bould; 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 such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the loan charges shall be reduced by the amount necessary to reduce the loan charges shall be reduced by the amount necessary to reduce the loan charges shall be reduced by the amount necessary to reduce the loan charges shall be reduced by the amount necessary to reduce the loan charges shall be reduced by the amount necessary to reduce the loan charges shall be reduced by the amount necessary to reduce the loa

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 recording 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, prefiled in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument on ill 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 where given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law rar! the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security I istrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the 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.

UNOFFICIAL COPY

rednesting payment.

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

Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys! fees and entering on the Property to make repairs. Although in the Property. Lender's actions may melude paying any sums secured by a fien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights rougel's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or 7. Pentection of Lender's Bights in the Property; Mortgage Insurance. If Borrower fulls to perform the cosenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

fee fille shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold. fractument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

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

insvig zi soiton sitt nshw

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 10-day period will begin offered to settle a charm, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore 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 of the Property damaged, if the restoration or repair is economically feasible and Lend. It's insurance proceeds shall be restoration or repair is not economically feasible or Lender's security is not economically feasible or Lender's security would be lessened, it's insurance proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premitums 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 Borro ver All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

msured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires. The requires insurance. This insurance shall be maintained in the annum s and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrowe, at bject to Lender's approval which shall not be Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property.

of the giving of notice.

agrees in writing to the payment of the obligation serured by the lien in a manner acceptable to Lender; (b) contexts in good faith the lien by, or defends against enforcement of the obligation operate to prevent the enforcement of the lien or forfeiture of ary part of the Property; or (c) secures from the holder of the lien or forfeiture of ary part of the Property; or (c) secures from the holder of the lien of or forfeiture of ary part of the security instrument. If Lender determines that any part of 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 prior by over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the actions set forth above within 10 days obliged. Boccower shall promptly discharge any tien which has priority over this Security instrument unless Borrower: (a)

receipts evidencing the payments.

to be paid under this paragraph. If Bor ower makes these payments directly, Borrower shall promptly furnish to Lender ραλ τμεώ ου τίπιε άιταστίλ το τhe person όγεα payment. Βοιτοwer shall prompily furnish to Lender all notices of amounts 4. Chargest Liens. Borrower shall pay all taxes, ussessments, 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 for the manner, borrower shall pay these obligations for the manner, borrower shall

paragraphs I and 2 shall be applied: first, to late charges due under the Mote; second, to prepayment charges due under the Mote; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

any Funds held Sylvender. 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 I ayments. Unless applicable law provides otherwise, all payments received by Lender under Opon poyment in full of all sums secured by this Security Instrument, Lender shall prompily refund to Borrower

amount nece willy to make up the deficiency in one or more payments as required by Lender.

amount of the Funds held by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to Lender any 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 If the amount of the Bunds held by Lender, together with the future monthly payments of Funds payable prior to

Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing 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 has 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 by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Pands shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal

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

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

CMEORM COVENAGES 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 trincipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

89265041

UNOFFICIAL COPY

BIWEEKLY PAYMENT RIDER

(FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 8TH day of JUNE

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 (the "Note") to THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF (the "Lender") of the same date and covering the property described in the SeILLINOIS curity Instrument and located at:

1302 NUTMEG COURT-UNIT 2-7-L-T, MOUNT PROSPECT, ILLINOIS 60056

Property Address

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

A. BIWEEKLY PAYMENTS

The Note provides for in a Borrower's biweekly loan payments and the termination of the Borrower's right to make the biweekly payments as follows:

1. (omitted)

2. INTEREST

The interest rate required by Section 2 of the Note will increase 0.25% if the Note Holder exercises its option to terminate biweekly payments pursuant to Section 7(C) of the Note and this Rider.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments of any fourteen calendar days (the "biweekly payments"), beginning on JULY 13 19 89 . I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at 4242 NCRTH HARLEM NORRIDGE, ILLINOIS 60634 or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 474.98

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will rightain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession my written authorization and voided check for the account from which my biweekly payments will be deducted. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until 1 have paid all amounts owed under this Note.

4. TERM

If I make all by biweekly payments on time and pay all other amounts owed under this Note, I will repay my loan in full on _____JUNE 4, 2009 _____, which is called the "Maturity Date". If on the Maturity Date, I still owe amounts under this Note, I will pay those amounts in full on that date.

- 5. (omitted)
- 6. (omitted)

UNOFFICIAL COPY

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder does not receive the full amount of any biweekly payment on the date it is due, I will pay a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of the principal and interest. I will pay this late charge and processing charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of my biweekly or monthly payment on the date it is due, I will be in default.

(C) Conversion From Blweekly Payments

If any one of the following conditions exist, the Note Holder may increase the interest rate pursuant to Section 2 above and the amounts of future payments due under the Note and change the due date of each such payment from biweekly to monthly (this is called a Conversion);

- i) I fail to deliver my written authorization and voided check as required under Section 3(C) above:
- ii) I fall to maintain the account I am required to maintain under Section 3(C) above;
- iii) If for any reason including but not limited to insufficient funds or unavailable funds in my account or processing errors made by an entity other than the Note Holder) the Note Holder is unable to deduct the full blweekly payment due on any three blweekly payment due dates during any twelve consecutive months of the loan term.

Upon conversion, automatic deductions will cease. All monthly payments will be due on the first day of each month and must be remitted by means other than automatic deduction. Once converted, payments can never be changed back to biweekly due lates.

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (assuming all pay nents had been made on time) at the increased interest rate in substantially equal monthly installments from the effective date of the interest rate increase to the Maturity Date. As soon as the Note Holder elective convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective coldent to monthly due dates; the amounts of the new monthly payments: the new interest rate; the effective date of the interest rate increase; and the aggregate amount of any past due payments. The effective date of the change to monthly due dates will, however, precede the effective date of the interest rate increase. Monthly payments which precede the effective date of the interest rate increase will be calculated at the original interest rate and may include interest and principal payments for any number of days which fall between the last biweekly payment due date and effective date of change to monthly due dates. The mounts of these monthly payments will also be set forth in the Conversion Notice. After Conversion, Principal payments due, pursuant to the Conversion Notice, and if I still owe amounts under this Note on the Mounts of the conversion I will pay those amounts in full on that date in accordance with Section 4 above.

B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

- 1. Until Borrower's right to make blweekly payments is terminated under the conditions stated in Section A of this Blweekly Payment Rider, the Security Instrument is amended as follows:
 - (a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
 - (b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."
- 2. If Lender terminates Borrower's right to make blweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

DAVID PROCHNOW

....(Seal) Borrower

DARLENE E. PROCHNOW/HIS WIFE

....(Seal) Borrower

FOR ILLINOIS USE ONLY

89265041

UNOFFICIAL COPY

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 8TH day of JUNE , 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

(the "Lander")

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

1302 NUTMEG COURT-UNIT 2-7-L-T, MOUNT PROSPECT, ILLINOIS 60056

(Property Address)

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

(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 Lendor further covenant and agree as follows:

- A. Condominium 3'sligations. 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) ty aws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and as ose nents imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So to ig as the Owners Association maintains, with a generally accepted Insurance earrier, 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," ther.
- II) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one~twelfth of the yearly premium installments for hazard is surance on the Property; and
- (iii) 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.

Burrower shall give Lender prompt notice of any area 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 Londer for application to the sums secured by the Society, instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such retions 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. Condomnation The proceeds of any award or claim for denales, 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 Londer 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, exect 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;
- (iii) any amondment to any provision of the Constituent Documents if the provision is for the express benefit of Lander;
- (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 cuve are maintained by the Owners Association unacceptable to Londer.
- F. Remedies. If Borrower does not pay condominium does and assessments when due, then Lende in a 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.

| DALLE PROGRAMON | (So#I) |
|--|----------------------|
| DAVID PROCHNOW | -Borrowei |
| Kladen & Trockno | (Scal) |
| DARLENE E. PROCHNOW | -Borrower |
| | (Saal) |
| | -Borrower |
| The state of the s | (Soal) |
| | - Borrower |
| | (Sign Original Only) |