# UNOFFICIAL COPY 2 3

By.	GLENVIEW STATE BANK  OKAN BOOM WAUKEGAN ROAD	<b>-</b> 2	89375725
G.F. 37 <b>d</b> 9	LENVIEW, ILLINOIS 60025	CHANGE FORCE THEFT SE THEFT TO	
A.T.C		[Space Above This Line For Recording Gata] MORTGAGE	Loan # 2992106
り	19 89 The mort agor is STEVEN F. CAULISHER and  ("Borrower") This Security Instru	curity Instrument") is given on August 4th  MERLE E. CALLISHER, husband and ment is given to er the laws of the State of Illinois	wife
	800 WAUKEGAN RD, CLAPT	EW, ILLINOIS 60025	, and whose address is  ("Lender").
	paid earlier, due and payable on Secures to Lender: (a) the repayme modifications; (b) the payment of al Security Instrument; and (c) the per the Note. For this purpose, Borrowe	Instrument ("Note"), which provides for mont eptember 13t, 2019 at of the debrewdenced by the Note, with intell lother sums, with interest, advanced under parformance of Borrener's covenants and agreement does hereby more gage, grant and convey to Least the sums of the sum of the su	This Security Instrument erest, and all renewals, extensions and ragraph 7 to protect the security of this ents under this Security Instrument and cender the following described property
	located in , Cook	0,	County, Illinois:  DEPT-01 RECORDING \$17.
8883			T#2222 TRAM 7340 98/14/89 15:30:00 #7453 # B ※一89ー37572ち CBOK COUNTY RECORDER
rei attorney services 4_	SEE RIDER AT	TACHED HERETO AND MADE A PA	RT TEREOF
ä:	Iteπ	* 02-12-200 <del>-</del> 021-1042	
	which has the address of	1243 BALDWIN, #407	PALATINE

TOGFTHER 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."

[Street]

("Property Address");

60067

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.

[City]

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT 6 (IL) 18707.

Illinois

VMP MORTGAGE FORMS + (313)293-8100 + (800)521-7291

Motery Public Eb. 11. My Commission expires: to yeb Given under my hand and official seal, this 68 61 August set forth. free and voluntary act, for the uses and purposes therein sa insmutization the said instrument as THEIR T out subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same person(s) whose nan'e's) are STEVEN P. CALLISHER and MERLE E. CALLISHER do hereby certify that 1300849-9 JUNG a Notary Public in and (or said county and state, 'n County 55: STATE OF ILLINOIS, MOOD HONOTIOB-([seal) HOMOTHOR (Seal) (Scal) đ (Seal) BY SIGNING BELOW, Borroxe recepts and agrees to the terms and covenants contained in this Security Irantument and in any rider(s) executed by sorrower and recorded with it. [] Other(s) [specify] Graduated Payment Bider Planned Unit Development Rider rəbi 🖺 🔁 əidətənib 🖺 TabiX muinimobao XX XX Family Rider Instrument. [Check arplicable box(es)] 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 rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument the covenant (Check and agreements of this Security Instrument (Check and agreements) 23. Rivar to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security costs of management of the Property and collection of tents, 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. appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the receiver shall be applied first to payment of the the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially but not limited to, reasonable attorneys' fees and couts of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not curred on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonand (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 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; unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the Ti bing El angrement in this Security Instrument to not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

MON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

TAJE LAJE C. BABAREK SAVID G. GABAREK G. GABAREK SAVID G. GABAREK G. GABAREK SAVID G. GABAREK G

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requesting 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 Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph?, 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 include paying any sums secured by a lien 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 Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

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

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

Instrument immediately prior to the acquisition.

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 pr ceeds resulting Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal and indication or paragraphs I and 2 or change the amount of the payments. If

when the notice is given.

restoration or repair is not economically feasible or Lender's security would be lessened, the manrance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened, the manrance proceeds shall be applied to the aums secured by this Security Instrument, whether or not then due, with any secured by this Security Instrument, whether or not then due, with any secured by this Security Instrument, whether or not then due, with any secured by this Security Instrument, whether or not then 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 Wardy period will begin when the notice is given. of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

carrier and Lender Lender may make proof of loss if not made prompily by Borre was

all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender require,, Borrower shall prompily give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

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 Borrov er subject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

of the giving of notice. 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 of the or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the hearth this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation ecured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement (f) le lien in, legal proceedings which in the Lender's opinion operate to prevent the into 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 prevent the enforcement of the lien or Borrower shall prompily discharge any lien which has priority over this Security Instrument unless Borrower: (a)

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

Note; third, to amounts payable ender paragraph 2; fourth, to interest due; and last, to principal due.

application as a credit ar since the sums secured by this Security Instrument.

3. Application: c. r. r.yments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs i and 2 shal be; pplied: first, to late charges due under the Note; second, to prepayment charges due under the

any Funds held by I ender. 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 Upon (a) nent in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount necessary 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 escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

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 requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

ernett worden data and reasonable estimates of future escrowitems. mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 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 leasehold payments or ground rents on the Property, if any: (c) yearly hazard insurance premiums; and (d) yearly 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 1s paid in full, a sum ("Funds") equal to

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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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 rettle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is 44th prized 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 anior tization 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 extreise of any right or remedy.

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 ferms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) a grees 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 Se urity 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 charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits, then:

A permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal charges and the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal charges and the permitted limits an

13. Legislation Affecting Lender's Rights. If enactment of expirition 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 last unent and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the stages 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 ay, 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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#### LEGAL DESCRIPTION:

PARCEL I UNIT 407 IN SAN TROPAL CONDOMINIUM, AS DELINEATED ON SURVEY, OF THE FOLLOWING DESCRIBED PARCEL OF LAND (HEREINAPTER REPERRED TO AS PARCEL): THAT PARCEL OF THE SOUTH 780.0 FEET, AS MEASURED AT RIGHT ANGLES OF THE SOUTH LINE THEREOF, OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID NORTH WEST QUARTER OF THE NORTH EAST QUARTER, THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH WEST QUARTER OF THE NORTH EAST QUARTER 282.96 FEET; (THE SOUTH LINE OF SAID NORTH WEST QUARTER OF THE NORTH EAST QUARTER BEING ASSUMED AS RUNNING OUR EAST AND WEST FOR THIS LEGAL DESCRIPTION) THENCE NORTH 167.0 FEET TO A POINT FOR A POINT OF BEGINNING OF THE PARCEL OF LAND THEREIN DESCRIBED; THENCE WEST 77.0 FEET; THENCE NORTH 88.0 FEET; THENCE WEST 43.40 FEET; THENCE NORTH 217,17 FEET; THENCE EAST 77.0 PEET: THENCE SOUTH 123.0 FEET; THENCE EAST 71.40 FEET; THENCE SOUTH 59.17 FEET; THENCE WEST 58.0 FEET; THENCE SOUTH 123.0 PEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 1067400 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 23446131, TOGETHER WITH AN UNDIVIDED 1.405 PER CENT INTEREST IN SAID PARCEL () ! \*\*CEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

#### PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS DEFINED AND SET FORTH IN MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SAN TROPAL FLANNED RESIDENTIAL DEVELOPMENT, MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 1067400 DATED MARCH 31, 1976 AND RECORDED APRIL 12, 1976 AS DOCUMENT 23448134 AND CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 1067400 TO PAMELA D. BARTOLAI, DATED SEPTEMBER 29, 1977 AND RECORDED NOVEMBER 14, 1977 AS DOCUMENT 24191157 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 02-12-200-021-1042(ppty)

Property Address: 1243 Baldwin, #407, Palatine, Illinois 60007

THIS CONDOMINIUM RIDER is made this 4th day of August . 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

#### GLENVIEW STATE BANK

(the "Lender")

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

### 1243 BALDWIN, #407 PALATINE, ILLINOIS 60067

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

## SAN TROPAT 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.

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

- A. Condominum 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, and ites and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance, Strong as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on mi Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the regiods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then
- (i) Lender waives the provise a in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard inscrance on the Property; and
- (ii) Borrower's obligation unde 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 one 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 accepts of in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for samages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any pact of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby positioned 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, recept for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association:
- (iv) any action which would have the effect of rendering the public liability insurance to erage maintained by the Owners Association unacceptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then Levida 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.

Sturn / Collisher	
Show 1. Callyne	(Scal)
STEVEN P. CALLISHER Marle E. Callesker	-Barrower
Maile E. Callester	(Scal)
	-Borrower
MERLE E. CALLISHER	(Seal)
	-Borrower
	(Seal)
	-Borrower
(Sign O	riginal Only)

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

27,57,25

#### **Assignment of Rents**

4th day of August THIS 1-4 FAMILY RIDER is made this 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 "Lender") of the same date and covering the property described in the Security Instrument and located at:

1243 BALDWIN, #407, PALATINE, ILLINOIS 60067 (Property Address)

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORTAN TE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is equired by Uniform Covenant 5.
  - D. "BORROWER'S KICHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEGAES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" she'll nean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender ali the rents and revenues of the Property. Borrower authorizes Lendel or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lend r (r Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the bendar of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all mats received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may on so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any not, or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

(Seal)		x Mayor ! Callister
Borrowe	0	STEVEN P. CALLISHER
(Seal)	1	MERLE E. CALLISHER
-Borrower		MUNICE E. CALLIDAEN
(Seal) ·Borrowe	<del></del>	
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