## UNOFFICIAL COOK COUNTY. ILLINOIS FILED FOR RECORD

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THIS MORTGAGE ("Secunder for the mortgagor is ANMES E.	rity Instrument") is given o	NOT A. HERAN.	. RTS W	TFE	_, 19
'Borrower"). This Security Ins	trument is given to CIT	BANK. PEDERAL	SAVING	SS BANK	
Borrower ). This Security his	trament is given to		. wi	hich is organiz	ed and existing
nder the laws of UNITED S	STATES OF AMERICA	and whose address	is		
1 SOUTH DEARBORN, G	CHICAGO, ILLINOIS	60603			("Lender")
orrower owes Lender the pane	ipal sum of FIFTY Th	IOUSAND			
AND NO/100	Dollars (U.S. \$	<u>50,000,00</u> ), T	his debt is	evidenced by I	Borrower's note
ated the same date as this Secu	ir'cy Instrument ("Note"), w	hich provides for mo	nthly paym	ents, with the	full debt, if no
aid earlier, due and payable or	SCTOBER 1, 200!	. This Secur	rity Instrun	nent secures to	Lender: (a) th
epayment of the debt evidenced	by the mote, with interest,	and all renewals, exter	nsions and i	modifications; (	(b) the paymen
f all other sums, with interest,	advanced wader paragraph 7	to protect the securit	ly of this So	ecurity Instrum	ent; and (c) the
erformance of Borrower's coven	ants and agreements under the	his Security Instrumen	t and the N	ote. For this pu	rpose, Borrowe
oes hereby mortgage, grant and	I convey to Lender the follo	wing described proper	rty located	in COUK	
ounty, Illinois:					
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00 50/11/11	ESTATE SUBDIVISIO	N DETNIC & DI	PRIIBNIV	TETON OF	
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LOTS 11 TO 14 BO	UTHTOWN FARMS UNL	DOCK I IN ANII	PING A	SUBDIVICIO	n n
AND COMPANY'S SO	OF THE WEST 1/2 OF	I NUMBER O, DI	WUMNCH CTMG V	TO 36 NOP	7H .
IN THE EAST 1/2	THE THIRD PRINCI	DAY MEDIDIAN.	LYING	NORTH OF	
MUR INDIAN ROUND	ARY LINE IN COOK	COUNCY, ILLINO	ois.		• •
THE INDIAN BOUND	AKI BING IN COOK				
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hich has the address of52	62 WEST 170TH STR	EET	OAR	FOREST	<u>4 E</u>
	(Street)			(City)	700
linois60452	("Property Addres	ss'');		[	10-
(Zip Code)				Ĺ	·
TOCETHER WITH all the in	mprovements now or hereafte	r arected on the proper	tv and all es	sements rights	annurtengures
ents, royalties, mineral, oil and	ass rights and profits, water	rights and stock and	ali firmes	now or hereaft	er a nart of the
roperty. All replacements and a	dditions shall also he covered	he this Security Insti	rument All	of the foregoing	ng is referred to
this Security Instrument as th		a of this becutify flist	· MIRIORIE. FEI	OF THE TOTAL	-9 15 totolited to
i this decurity thatfullett ds til	o i topetty.				
BORROWER COVENANT	S that Borrower is lawfully se	ised of the estate herel	by conveyed	and has the rio	tht to mortgage
rant and convey the Property an	d that the Property is unenc	umbered, except for er	ncumbrance	s of record. Bo	rrower warrant
min volitor the a topotty an					

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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

day in person, and acknowledged that the instrument as instrument biss edi berettes and purposes and yet to the uses and purposes wn to me to be the meme Person(s) whose name or the tothe appeare actibed to the tothe acknowledged that appeared

Notes A. Uneak and and to in MED COMBTANCE A.

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(Les2)	MARAU . S. SERAR
(Seal) - Borrower	THE PROPERTY OF THE ASSOCIATION OF THE PROPERTY OF THE PROPERT

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curity instrument. [Check applicable of shell swend and supplement the ded together with this Securi-

t, Lender strall release this Security Instrument Sidenoses bas shoot s'receiver on smulmary and s's

Diamosan in a sound of the costs of management of the bolings rive and to collect the rents of the Property including, (in person, by agent or by judicially appointed receiver), h 19 or abandonment of the Property and at any time prior se and costs of title evidence.

es incurred in paraming the remodies of without further destined and may foreclose string in the notice, Londer at its option roftob route ven are theretob a to a statement of taght sell to re by this Security Instrument, d (d) that fallers to cure the ic) a date, not let 13 and 17 union applicable the lo donning Borrower's breach of any

If Lender required mortgage it such ce as a cordition of making the loan seched by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings reginst 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 Lorad; 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 thi, S curity 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 sharge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducin, the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second prograph 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'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 provider in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security. Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 dzys (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.

potrower requesting payment. ted by I ender under this presented 7 shall become additional debt of Borrower secured by trus occurry one Lander that to other seems of payment, these amounts shall bear interest from the date of OR OD OI 8 ing on the Property to make separits. Although Lender may take action under this paragraph 7, Lender ed by a Ben which has priority over this Security Instrument, appearing in court, paying reasonable atig in businging, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay many to property the Property Lender's actions may include and proceeding that may significantly affect Lender's rights in the Property is it Borrower fails to perform the covenants and agreements see, and if Borrower acquires for title to the Property, the lesschold and fee title shall not merge unless

weste. If this Security Instrument is on a leasthold, Borrower shall comply 10 JO 01 BONTOWER shall not destroy, damage or substantially change the 19 the Property is acquired by Lender, Borrower's right to any manner, policies and proceeds resulting from damage to the Property price to the acquisition shall puss to Lender to the same secured by this Security Instrument immediately prior

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pherwise ages in writing, any application of proceeds to principal shall not extend or postpone us refured to in paragraphs I and 2 or change the amount of the payments. If under paragraphs whether or not then size the proceeds to repair or restore the Property or to pay sums secured by this

the Secondy Incorporary, whether (or see these than the incurance carrier has offered to state a claim, then Lender and an action of the properties and days a modes from Lender than the incurance carrier has offered to state a claim, then Lender is: is accorpanizably seculble, and Lender's security. For lessened. If the restonation for a security would be lessened, the insurance proceed, shall be applied to the sums

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nest and case. In the event of long, Bostoner, shall give prompt notice to one insurance carrier and Lender. Lender

immunes policies and manuels shall be acceptable to Lender and shall it c'an'c a standard mortgage clause. Lender shall it c'an'c a standard mortgage clause. Lender shall second the policies and remembe. If Lender requires, Borrower shall grouply give the Lender all receipts of paid

entail be chosen by Borrower subject to Lender's approval which class host be unreasonably withheld. sabell be melantined in the amounts and for the perfode the; Les der requires. The insurance carrier providing the

included within the term "entended coverage" and which hazards for which Lender requires insurance.

hely the then or take one or more of the actions set forth at within 10 days of the giving of notice.

Western priority over the Secrety Lead at may give Borrower a notice identifying the lien. Borrower the or fortifines of the pear of the Property; or (c) secures from the Lender's opinion operate to prevent the enme of the conference spread by the 'en in a manner acceptable to Lender's opinion operate to prevent the en-

ray Artmord games the see that the principly over this Security Instrument unless Borrower: (a) agrees in pments directly, Borrower shall presently furnish to Lender receipts evidencing the payments. m. Borrower shall promptly furnish 1/1 ender all notices of amounts to be paid under this paragraph. If Borrower ser provided in paragraph 2 or it are paid in that manner, Borrower shall pay them on time directly to the person

Suggest Lieux. Borrower, shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which in principly over the Security incurrent, and icasehold payments or ground rents, if any. Borrower shall pay these obliga-

e under puragraph ( ) builth, to interest due; and last, to principal due.

2. shall be applied: first, to 1 de charges due under the Note; second, to prepayment charges due under the Note; third,

to bess applicable law provides otherwise, all payments received by Lender under paragraphs a the sums secured by the Security Instrument.

to the sale of the time of its acquisition by Lender, any Funds held by Lender at the time of application as a credit it inner par graph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately

secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds E HO IN STATE OF mey in or a or more payments as required by Lander

tes as walledent to beg the secretar lieurs when dee Bostower shall pay to Lender any amount necessary to make a of the energy sheats, their encount arguined to pay the escrow items when due, the excess shall be, at Borrower's at either 100 repaid to Borrower or enabled to Borrower on monthly payments of Funds. If the amount of the Funds of Funds. come of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the duct

the and the purpose for which each debit to the Punds was made. The Funds are pledged as additional to the Funds are pledged as a second and the Funds are pledged as a second es state yet between some m4 odi oi add beal shorf od so a er shall give to Bosrower, without charge, an annual accounting of the Funds showing de or applicate has require interest to be paid, Lender shall not be required to pay Borrower any ce Borrower and Lander and agree in writing that interest shall be paid on the Funds. e Supeo is Security instrument to pay the cost of an independent tax reporting service shall not be a charge us omy f and applicable law parmits Londer to make such a charge assessed by Lender in connection with said applying the Funda, analyzing the account or verifying the escrow items, unless Lender pays Borrower and trader it tender is such an institution) Lender shall apply the Funds to pay the escrow items. Lender may the best to an institution the deposits of accounts of which are insured or guaranteed by a federal or state

The part of the punction of the founds due on the basis of current data and reasonable estimates of future the state of the second state of the second second of the second second of the second Charges. Borrower shall promptly pay when due the principal

UNINORM COVENAVIS. Borrower and Lender covenant and agree as follows: