201.331.3680

## UNOFFICIAL COPY 51471

COOK COUNTY, ILLINOIS

1990 NOV 13 PM 1: 28

90551471

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#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on	November 9,
9.90. The mortgagor is KAREN M. GLASGOW. a. spinster:	
SOUTH HOLLAND TRUST & SAVINGS BANK"). This Se	ecurity Instrument is given to
SOUTH HOLLAND TRUST & SAVINGS BANK	which is organized and existing
ander the laws of Park Ave., South Holland, III. 60473  Borrower owes Lend , the principal sum of FIFTY-EIGHT THO	whose address is
16178 Solin Park Ave., South Holland, III. 89973	
Borrower owes Lend. (the principal sum ofFIFTY-EIGHT TRO)	USAND NINE HUNDRED and No/100
Dollars (U.S. \$. 58.900.00	
dated the same date as this Scority Instrument ("Note"), which provi	ides for monthly payments, with the full debt, if not
paid earlier, due and payable or	
secures to Lender: (a) the repairment of the debt evidenced by the N	
modifications; (b) the payment of all other sums, with interest, advanc-	ed under paragraph 7 to protect the security of this
Security Instrument; and (c) the per or nance of Borrower's covenants	
the Note. For this purpose, Borrower does hereby mortgage, grant and	
ocated in	County, Illinois:

Unit Number 15701-2-S in Fourth Addition to Orland Golf View Condominiums as delineated on a survey of the following described parcel of real estate: Certain lots in Fourth Addition 1. Orland Golf View Condominium Subdivision of part of the South East 1/4 of Section 14, Township 36 North, Range 12 East of the Third Principal Meridian, which survey is attached as Exhibit 'A' to the Declaration of Condominium recorded April 16, 1990, as Document 90169757 as amended, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Mortgagor also hereby grants to the mortgagee its successors and assigns, as rights and easements appurtenant to the above lescribed real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This mortgage is subject to all rights, easements, coverants, conditions, restrictions and reservations contained in said Declaration the same as though the provisisions of the said Declaration were recited and stipulated at length herein.

15...

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 imited variations by jurisdiction to constitute a uniform security instrument covering real property.

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s Line Reserved For Lender and Recorder)	(A) MOING SORES
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Jums W. Jums	· ·
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	y Commission expires:
6	Given under my hand and official seal, this
9гр долешрет 90	:
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a before me this day in person and acknowledged that inter	abscribed to the foregoing instrument, appeared
nown to me to be the alide person(s) whose name(s)	
78	
I, CLASGOW, Set fine in and for said county and state	,
stets has stance hier red han at silded manufa	TATE OF ILLINOIS.  The undersigned,
County ss:	TATE OF ILLINOIS.
	Cook
	(Space Bein
(1202)	)
Karen M. Clasgow	
(Seal)	
	and the Commission of the House the State of
and agrees to the terms and covenants contained in this Security	s stannent and in any rider(s) executed by Borrowe
Minney State of Property of the Property of th	72.
	Other(s) [specify]
anned Unit Development Rider	
ondominium Rider	
Security Instrument as it the rider(s) were a part of this Security	Strument, Inc. Covernments and agreements of this
or each such rider shall be incorporated into and shall amend and	s Security I ist ument, the covenants and agreem
id or more riders are executed by Borrower and recorded together with	23. 106's= to this Security Instrument. If on
all right of homestead exemption in the Property.	22, Weiver of Homestead, Borrower waives
shall pay any recordation costs.	strument without charge to Borrower. Borrower a
cured by this Security Instrument, Lender shall release this Security	21. Release, Upon payment of all sums see
of rents, including, but not limited to, receiver's fees, premiums on then to the sums secured by this Security Instrument.	on management or the Proposity and Concernation
llected by Lender or the receiver shall be applied first to payment of the	Property including those past due. Any rents co
take possession of and manage the Property and to collect, he rents of	cointed receiver) shall be entitled to enter upon,
n following judicial sale, Lender (in person, by agent or by judicially	orto the expiration of any period of redemptio
ander paragraph 19 or abandonment of the Property and at any time	and statement in Possession. Upon acceleration
rred in pursuing the remedies provided in this paragraph 19, including.	nder shall be entitled to collect all expenses incui ) not limited to, reasonable attorneys' fees and co
and may foreclose this Security Instrument by judicial proceeding.	bands Legitul luctiument without further demand
yd barwae amus ifa to fiut ni tnamyag ataibammi ariupat yam noitgo a	fore the date specified in the notice, Lender at its
ower to acceleration and foreclosure, If the default is not cured on or	istence of a default or any other defense of Borry
y judicial proceeding and sale of the Property. The notice shall further elements in the foreclosure proceeding the non-	tures by this Security instrument, toreclosure by
the date specified in the notice may result in acceleration of the same	and the failure to cure the default on or before
its the notice is given to Borrower, by which the detabli must be cured;	sait: (c) a date, not less than 30 days (rom the da
tion spull specify; (a) the default; (b) the action requires to cure the	less applicable law provides otherwise). The no
y fastrument (but not prior to acceleration under paragraphs 13 and 17	trans recent and property, secures, sement of the Securit

NON UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument: (b) yearly leasehold payments or ground tents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again. The sums secured by this Security Instrument.

3. Application of Prymints. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

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

4. Charges; Liens. Borrov et shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the runner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person over payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower payers these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lich which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority (we) this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

unreasonably withheld

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

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be in plied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender Electrity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excels, aid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

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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.

6. 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 see real 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 fate 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 be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify an ortization 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 do and Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and ornefit 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 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 egard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Servicty Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b, any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a regular 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 apporting to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Securit / Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the staps 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 are 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 Berrower. 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 actorneys' 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.