# UNOFFICIAL COPY 29-74

#### COOK COUNTY, ILLINOIS FILED FOR RECORD

1990 NOV 26 AN 10 51

90572974

\$18.00

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- Solt102

THE TERMS OF THIS LOAN MORTGAGE

CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 21

The mc (g) gor is ERIN M. MURPHY, SPINSTER

("Borrower"). This Security Instrument is given to STABILITY, INC.

which is organized and exist in under the laws of 9501 WEST 144TH DIACE

INDIANA

, and whose address is

9501 WEST 144TH PLACE ORLAND PARK, ILLINGIS 60462

("Lender").

Borrower owes Lender the principal sum of FIFTY FIVE THOUSAND FOUR HUNDRED AND NO/100

Dollars (U.S.: 55,400.00). 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 DECEMBER 1, 1997. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

UNITS 206 AND G 223 IN EVERGREEN OF CLESTWOOD UNIT ONE, BEING A RESUBDIVISION OF PART OF LOT 25 AND 26 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE FARMS BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIPIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DECLARATION OF CONJONINIUM MADE BY THE FIRST NATIONAL BANK OF EVERGREEN PARK, TRUSTZE UNDER THE PROVISIONS OF THAT CERTAIN TRUST AGREEMENT DATED JUNE 21, 1989 AND KNOWN AS TRUST NUMBER 10736, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 90,229,963 AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS INDIVIDUAL PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIPED 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 COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGHT HEREIN.

90572974

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City)

Illinois

**6034505** 60445

("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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 Amended 5/87

-6F(IL) have

VMP MORTGAGE FORMS • (313)293 8100 • (800)521 2791 **BOX** 15

OFFICIAL COPERATE PLANT PLANT PROPERTY OF THE PROPERTY OF THE

STABILITY, INC.

RECORD AND RETURN TO:

ORLAND PARK, IL 29709 CATHY KNAPP PREPARED BY:

signed and delivered the said instrument as

" OFFICIAL SEAL"
PETER S. CLEARY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/13/35

My Commission expires:

Given under my hand and official seal, this 2 1 day of

set forth.

HIS/HER Itee and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HS / SHE

betsonally known to me to be the same person(s) whose name (s)

do hereby certify that ERIN M. MURPHY, SPINSTER

OAN AISUBONA

, a Notary Public in and 'or aid county and state,

County ss:

41007

STATE OF ILLINOIS,

- Space Below This Line For Acknowleds 16W0110B -(Seal) -- Borrower (Seal)

Borrower

(Seal) Borrower

(Seal)

<u>екіи м. микрну</u>

and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrot et accepts and agrees to the terms and covenants contained in this Security Instrument

		[minum] (symulo)	لــا
nned Unit Development Rider	iria (T)	Graduated Payment Rider	7
aspid themselving this	' <b>'</b>	( )	

XX Condominium Rider 1-4 Family Rider Adjustable Ram Rider

[Check applicable 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. 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security on receiver's bonds and reasonable autorneys' fees, and then to the sums secured by this Security Instrument. of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents

Lender shall be entitled to collect all expenses incurred in purating the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and coats of title evidence.

20. Lender in Possession. Upon acceletation under paragraph 15 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially prior to the expiration of any prior to the expiration of any period of redemption following judicial sale, Lender in person, by agent or by judicially prior to the expiration of any period of redemption following judicial sale, Lender in person, by agent or by judicially prior to the expiration of any period of redemption following judicial sale, Lender in the expiration of any period of redemption following judicial sale, Lender in the expiration of any period of redemption following judicial sale, Lender in the expiration of any period of redemption following judicial sale, Lender in the property and any period of redemption following judicial sale, Lender in the property and any period of redemption following judicial sale, Lender in the property and any period of redemption following judicial sale, Lender in the property and any period of the period o

or 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 by judicial proceeding. existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on mon and anisoscory or the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further accuracy to the step to secure the security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; or are not prior of p 19. Acceleration; Remedius, Lender shall give notice to Borrower prior to acceleration following Borrower's breach

NON-DAILORM COVENANTS. Borrower and Lender further coverant and agree as follows:

.("Lender").

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- (Space Above This Line For Recording Date) -00.812

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THIS MORTGAGE ("Security Instrument") is given on WOVI ATEM SELVEN MORPHY, SINGULIS TEMPLISHED IN THE MORPHY. zi Togagarom adT CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on MOVEMBER 21 0687129 THE TERMS OF THIS LOAN MORTGAGE

"Borrower"), This Security Instrument is given to SARBILITY, INC.

si asatbba saodw baa,

90212974

ANAIGNI

which is organized and ensing under the laws of ORLAND PARK, ILLINOIS 60462

BIETY FIVE THOUSAND FOUR HUNDRED AND NO/100

Security Instrument; and (c) the performance of Brit Swer's covenants and agreements under this Security Instrument and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this secures to Lender: (a) the repayment of the debt midenced by the Note, with interest, and all renewals, extensions and dated the same date as this Security Instruction ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMIER 1, 1997 \$ .8.U) etallod 00'007'55 ). This debt is evidenced by Borrower's note

HILLS SUC THE THE THE TERESON OF CRESTOOD HILLS OF THE PULL STATES the Note. For this purpose, Borrower does hereby meres grant and convey to Lender the following described property County, Illinois:

3

CRESTWOOD

18/3 bebremA

24409 **383100** [100115] which has the address of 13300 WEST CIRCLE DRIVE PARKWAY

("Property Address");

**54-33-403-015** 24-33-403-002

".yraqorq" oil as matrument giruos2 sint ni oi borrel". a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. BOBROWER COVENAUTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to

variations by jurisdiction to constitute a uniform security instrument covering real property. PHIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

BE(III) 480 ILLINOIS - SINGIO FURINY - FUMAIF Form 3014 12/83

NON-UNIFORM COVERANTS. Borrower and Lender Justier covenant and agree as follows:

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach

of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law 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 fallure 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 inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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 remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, 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.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

STABILITY, INC.

9501 WEST 144TH PLACE ORLAND PARK, ILLINOIS

60462

23. Ride to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenents and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable bix(es)]		
Adjustable Rate Rider	XX Condominium Rider	1-4 Family Rider
Graduated Payment Kirler	Planned Unit Development Rider	
Other(s) [specify]	De	
	er accepts and agrees to the terms and covenar	nts contained in this Security Instrument
and in any rider(s) executed by Borrov	wer and recorded with it.	<u></u>
	ERIN M. MURPHY	(Seal)
		(Scal)
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	4	(Scal)
		Вопоже
		(Seal)
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	(Space Below This Line For Acknowledgment)	
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STATE OF ILLINOIS,	COURT County st	s: Or
I, THE UNDERS	26 NOO , a Notary Pu	blic in and for said county and state,
do hereby certify that ERIN M. M	URPHY, SPINSTER	2
. 1	personally known to me to be the same pers	son(s) whose name(s) IS
	t, appeared before me this day in person	
signed and delivered the said instrumen	las HIS/HER free and voluntary a	ect, for the uses and purposes therein
set forth.		
Given under my hand and officia	al scal, this $2/57$ day of $\sim 2$	OV EMBON . 19 90
My Commission expires:		_
PREPARED BY:	J. etc.	S. ele
CATHY KNAPP ORLAND PARK, IL 60462	Not	tary Public
•	FOFFICIA	L SEAL " }
RECORD AND RETURN TO:	3 NOTARY PUBLIC, S	STATE OF ILLINOIS EXPIRES 7/13/93
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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 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 sams secured by this Security Instrument, whether or not then due.

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

10. Borrower for Peleased; Forhearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sy as 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 proper lings 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 forhearance 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 Bo(nd). Point and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benery 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 for 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 'oan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums about collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make the refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reducts 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 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 meinou. 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 federa' lay 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 1 ender 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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reducsting payment.

from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest take action under this paragraph 7, Lender does not have to do so.
Any amounts disbursed by Lender this paragraph 7 shall become additional debt of Borrower secured by

appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may 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, appropriate actions may include paying any sums secured by a lien which has priority over this Security Instrument, appropriate actions may include paying any sums secured by a lien which has priority over this Security Instrument, appropriate actions may include paying any sums secured by a lien which has priority over this Security Instrument, appropriate actions and actions are actions and actions and actions are actions and actions are actions and actions are accurately as a lient which has priority over this Security Instrument, appropriate actions are actions and actions are actions and actions are actions and actions are actions are actions and actions are actions and actions are actions and actions are acti and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's

Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants:

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

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 it under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal viall not extend

when the notice is given. the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the preceeds to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender Int. 11: insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any clees paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lencer's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened; the insurance proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

of paid premiums and renewal notices. In the event of loss, Borrower shall c.v. p ompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. shall have the right to hold the policies and renewals. If Lender requires, Borrower shall prompily give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

requires insurance. This insurance shall be maintained in the amounts one for der's approval which shall not be unreasonably carrier providing the insurance shall be chosen by Borrower subject to ter der's approval which shall not be unreasonably insured against loss by fire, hazards included within the term "exterulto coverage" and any other hazards for which Lender 5. Hazard insurance, Bortower shall keep the improvem his now existing or hereafter erected on the Property

days of the giving of notice.

part of the Property is subject to a lien which may attain or ake one or more of the actions set forth above within 10 a notice identifying the lien. Borrower shall satisfy the lien or ake one or more of the actions set forth above within 10 lien an agreement satisfactory to Lender subordinating for the to this Security Instrument. If Lender determines that any to bisevent the enforcement of the lien of forfeithing of any of the Property, or (c) secures from the holder of the good faith the fien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate Borrower shall promptly discharge any iron 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

evidencing the payments. paid under this paragraph. If Borrower mak is these payments directly, Borrower shall promptly furnish to Lender receipts on time directly to the person owed or sment. Botrower shall promptly furnish to Lender all notices of amounts to be shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower

Charges; Liens, Port wer shall pay all taxes, assessments, charges, fines and impositions attributable to the 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be upplied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amount: payable under paragraph 2; fourth, to interest due; and last, to principal due.

time of application as a credit against the sums secured by this Security Instrument.

Upon pay tent 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 later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the

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 of the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Botrower's option, either promptly repaid to Botrower or credited to Botrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Botrower shall pay to the funds held by Lender is not sufficient to pay the escrow items when due, Botrower shall pay to dark the same of an accessary to make up the deficiency in one or more payments as required by Lender.

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 and debits to the Funds and the purpose for which each debit to the Funds of the Funds and the purpose for which each debit to the Funds of the Funds are founds and the purpose for which each debit to the Funds of the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the funds are the purpose for the funds and the purpose for the funds are the fund shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting I ender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless or 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

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

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

UNIFORM COVENAUTS, Borrower and Lender covenant and agree as follows:

THIS BALLOON RIDER is made this 21ST day of NOVEMBER , 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to STABILITY, INC.

(the "Lender") of the same date and covering the property described in the Security instrument and located at: 13300 WEST CIRCLE DRIVE PARKWAY CRESTWOOD, ILLINOIS 100459 60445

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note. Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

### CONDITIONAL PIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of DECEMBER 1 ,  $2020^{\circ}$  , and with an interest rate equal to the "New Note Rate" determined in accircance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Cotion"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me tip money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must will be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) of ier than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest paul to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 80-day mundatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not will be Note Holder will determine the New Note Rate by using comparable information

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not graster then 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note rolder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) acc use but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Regim equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

EXERCISING THE CONDITIONAL REFINANCING OPTION 5.

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, 🗘 accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me 🤇 that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide 🛂 my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 ab .ve, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

rms and covenants contained in this Balloon Rider.	BY SIGNING BELOW, Borrower accepts and agrees to the
(Seal	ERIN M. MURPHY Borrower
Borrowar	ERIN M. MURPHY Borrower
(Seal	(Seal)
Borrower (sign original only)	Borrower

## 

THIS CONDOMINIUM RIDER is made this 21ST day of NOVEMBER , 1990 , 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 STABILITY, INC.

Ithe "Lender")

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

13300 WEST CIRCLE DRIVE PARKWAY, CRESTWOOD, ILLINOIS XOUXES 60445

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

#### (Name of Condeminium Preject)

(the "Condominium Project"). If the owners association or other entity which sets for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its mambers or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condr.n.ini.m Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Docume.its. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project'; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all due. of assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for th's periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hizz d insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard his rance 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 accordate in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or elains for damages, direct or consequential, payable to Borrower In connection with any condemnation or other taking of all or any nart 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 Instrume it as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after no less to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents is 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 insurar a coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lorder may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower alorded by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear inture t from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrow's requesting payment.

BY SIGNING BELOW. Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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