

COOK COUNTY, ILLINOIS

1990 HAR -9 AM II: 02

90106535

(Space Above This Line For Recording Data)

MORTGAGE

295763-9

\$16.00

THIS MORTGAGE ("Security Instrument") is given on MARCH 2

19 90 The mr (1g ugor is HENRY IDLER AND ANITA IDLER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to CAPITOL FEDERAL BANK

FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is

TWO CROSSROADS OF COMMERCE-SUITE 235

ROLLING MEADOWS, ILLINOIS

("Lender").

Borrower owes Lender the principal sum of

SEVENTY FIVE THOUSAND AND NO/100

Dollars (U.s. S 75,000-00). 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 APRIL 1, 2020
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, viril interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borro ver's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, brant and convey to Lender the following described property County, Illinois: COOK located in

PARCEL 1: LOT 50 IN PICARDY EAST / PLANNED UNIT DEVELOPMENT OF PART OF SECTION 3, TOWNSHIP 42 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1988 AS DOCUMENT 88193904 IN COOK COUNTY, ILLINOIS.
PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL PARCEL 2: 1 AS SET FORTH IN THE DECLARATION RECORDED FFBRUARY 9, 1989 AS DOCUMENT 89062273 AND AS CREATED BY THE DEED FROM LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 4, 1987 KNOWN AS TRUST NUMBER 112108 TO HENRY IDLE? and ANITA IDLER, his wife RECORDED 3-90 AS DOCUMENT 90106534 RECORDED 3-9-90 FOR INGRESS AND EGRESS. SOM

04-03-300-007

which has the address of 1705 KOEHLING ROAD

NORTHBROOK

Illinois

("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

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

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Notary-Public, State of Illinois My Commission Explose: May L2, 1992		HOE GAVINGS BEDEKEL BANK			
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DEBAND AND 111'E	AND ANITA IDLER, H	do hereby certify that HEURY IDLER			
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1—4 Family Rider	Condominium Rider	Acijuste, Valider			
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the receiver shall be applied first to payment, but not limited to, receiver's fees, premiums secured by this Security Instrument. Estimated, Lender shall release this Security	mpilon Tollowing Judicial sale, "Upon: sollected by Lender or myrents collected by Lender or myrents collected by Lender or myrents collected by myrents sale myrents sale m	ibar 10 boriaq (vinitio nollini qrajahijo) nolin nalina of ballina ad llada (raviasari banboqqi i vinagorq ad li ad libilgi (raviasari banboqqi gʻriadorq ad 10 managili am loʻzisoo an ilo van oʻm aldanoziasi bina abnoqi (laviasari no van oʻm aldanoziasi bina abnoqi (laviasari no			
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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, florrower 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 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 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 rathe up the deficiency in one or more payments as required by Lender.

Upon paymen, in Jull of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. Under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

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

3. Application of Payments. 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 a agraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall may 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 manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed (ay nent. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower males these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien 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 or curity Instrument. If Lender that any part of the Property is subject to a lien which may attain priority over his Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one cornore 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 shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borro ver shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give nompt 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 applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender'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 applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to conic 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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occurred However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower this Security linerrunent and the obligations secured hereby shall remain fully effective as if no acceleration had "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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's configure to assure that the secured by this Security Instrument shall continue unchanged. Upon reinstalement by occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Theysallender all sums which then would be due under this Security Instrument and the Note had no acceleration enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as a policies) specify for reinstalement) before sale of the Property pursuant to any power of sale contained in this security instrument. (b) intry of a judgment enforcing this Security Instrument. (c) of (b) entry of a judgment enforcing this Security Instrument.) Security instrument, or (b) entry of a judgment enforcing this Security Instrument. remedies permitted by this Security Instrument without further notice or demand on Borrower.

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Of notices than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. It is notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. It is not the secure of the expiration of this period. Lender may invoke any this Security Instrument on Borrower.

person) without Lender's prior written consent, Lender may, at its option, require inmediate 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 10; Effortower's Copy. Borrower shall be given one conformed copy of the Mote and of this Security Instrument. It is finality of the Property or any part of the Property or any part of the Property or any instinal interest in Borrower is sold or transferred and Borrower is not a natural interest in its sold or transferred and Borrower is not a natural

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any condemnation or other inking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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THIS PLANNED UNIT DEVELOPMENT RIDER is made this 2ND day of MARCH , 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

CAPITOL FEDERAL BANK FOR SAVINGS

(the "Lender")

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

1705 KOEHLING ROAD, NORTHBROOK, ILLINOIS 60062

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as PICARDY EPS?

(Name of Planned Unit: Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common cross and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

- A. PUD OBLIGATIONS. Bor ower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the properties of incorporation, trust instrument or any equivalent document which creates the Owners are claimed and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay we en due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. HAZARD INSURANCE. So long as the Overers Association maintains, with a generally accepted insurance carrier, a "master" of "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the periods Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Coven at 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenan, 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 provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in Lev of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Porrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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 acceptable in form, amount, and extent of coverage to Lender.
- D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform 1 Corenant 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 PUD, except for abandonment or termination, equired by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation of artificial domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is to the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. REMEDIES. If Borrower does not pay PUD dues and assessments when due, then Lender 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 PUD Rider.

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