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O<mark>OK COUNTY, ILLINGIS</mark> FILED FOR RECERT

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- (Space Above This Line For Recording Data)

283142056 **MORTGAGE**

\$17.00

19 90 . The moltgagor is LUBICA SLOBODA , A SPINSTER ("Borrower"). This Security Instrument is given to

THIS MORTGAGE ("Security Instrument") is given on MAR. 17.

paid earlier, due and payable on APR 1, 2000

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 I creby mortgage, grant and convey to Lender the following described property

located in

County, Illinois:

SEE ATTACHED RIDER FOR LEGIL DESCRIPTION

PARCEL 1:

RESIDENTIAL UNIT 504. AND COVERED FARKING UNIT 6-71 IN THE SUMHIT CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 1 AND 2 IN THE SUIGHT, BEING A #2SUBDIVISION OF CERTAIN LOTS IN CERTAIN BLOCKS IN THE NORTH EAST 1/4 UF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23 1984 AS DOCUMENT NUMBER 27017048 IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS CHHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT \$5116446. IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCE! I MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1. 1982 AND KNOWN AS TRUST NUMBER 55030, GREAT AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, AND THE CITY OF PARK RIDGE, A MUNICIPAL CORPORATION OF ILLINOIS, AS SET FORTH IN THE DECLARATION OF COVENANTS. RESTRICTIONS AND EASEMENTS DATED SEPTEMBER 7, 1983 AND RECORDED DECEMBER 20, 1983 AS DOCUMENT 26902934, FOR PARKING, INGRESS AND ECRESS OVER AND UPON THE FOLLOWING DESCRIBED LAND:

THE SOUTHEASTERLY 1/2 OF THAT PART OF EUCLID AVENUE VACATED BY ORDINANCE, DATED JULY 19, 1983 AND RECORDED DECEMBER 20, 1983 AS DOCUMENT 26902933, WHICH LIES NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOT 20 ENTENDED NORTHWESTERLY IN BLOCK 2 IN OUTHER'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL HERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.# 1 of 2 09-35-207-031-1050 P.I.N.# 2 of 2 09-35-207-031-1146

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.

Form 3014 12/83

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

Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in hankruptcy, probate, for condemnation or to enforce laws or 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

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

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and 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. It this Security Instrument is on a leasehold,

Instrument immediately prior to the acquisition. postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the impunit of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance polities and protective resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the suras secured by this Security

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal fiall not extend or

านองเซี ยา ออเวอน อนุว นอนุพ 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 Model will begin when then due. restoration or repair is not economically feasible or Lender's security would be lessened, the transance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. It of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

Carrier and Lender. Lender may make proof of loss if not made promptly by Borrows. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

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

unreasonably withheld 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 extent ed coverage, and any other hazards for which Lender requires insurance. This insurance shall be maintained in the aim and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borlo wer subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borlo wer subject to Lender's approval which shall not be

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the Property is subject to a lien which may attain prior, to over 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 agrees in writing to the payment of the obligation coured 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. If any part of the Property; or (c) secures from the holder of the lien an agreement of the lien or forfeiture. If any part of the lien an agreement attsfactory to Lender subordinating the U. n. of this Security Instrument. If Lender determines that any part of the Property for Lender determines that any part of a property is attsfactory to Lender subordinating the U. n. of this Security Instrument. If Lender determines that any part of the Property is a property to the lien and lien and the Borrower shall promptly discharge at y lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments. to be paid under this paragraph. It have nakes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It have nakes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall

Sole: third, to amounts, sayable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges, Liens. Extrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain prio ity over this Security Instrument, and leasthold payments or ground rents, if any.

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

application as a crecit gainst the sums secured by this Security Instrument.

any Funds hear by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately short to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upot pryment in full of all sums secured by this Security Instrument, Lender shall prempily refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by Lender. amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excees shall be.

If the amount of the Funds held by Lender, together with the future monthly payment: of Funds payable prior to

purpose for which each debit to the Funds was made. The Funds are pledged as additional secutity for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

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

basis of current data and reasonable estimates of future escrow items. one-twellth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums; and insurance premiums; and (d) yearly mortgage insurance premiums; if any. These items are called "escrow items." Lender may estimate the Funds due on the 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late tha Bes due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shill promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

encumbrances of record.

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. BORROWER COVENAINS that Borrower is lawfully seised of the estate hereby conveyed and has the right to

foregoing is referred to in this Security Instrument as the "Property." appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fatures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,

("Property Address");

[Sip Code]

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TOT SUMMIT UNIT 504

which has the address of

CHAPER RIDGE

DECLARATIONS WERE RECITED AND STIPULATED AT LENGTH HERE'M DECLAPATIONS THE SAME AS THOUGH THE PROVISIONS OF SALE CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED 14 SAID THIS HORTGAGE IS SUBJECT TO ALL RICHTS, EASEHENTS, COVENANTS,

DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTION DECLARATIONS. ASSIGNS, AS RIGHTS AND EASENENTS APPURTENANT TO THE ABOVE HORTGAGOR ALSO HEREBY GRANTS TO THE HORTCAGE , ITS SUCCESSORS AND 3. JIMO.

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UNIFORM COVENARYS So royer and Length coverant and agric as follows

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall prompt

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 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. 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, wit nout 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

upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Londer. 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 real ist the sums secured by this Security Instrument.

3. Application of syments. 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 in der paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attrib priority over this Security Instrument, and leasehold payments or ground tents, 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 wed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any 'ien 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 hen 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 his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien 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 improvement now existing or hereafter erected on the Property insured against less 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 amoun's 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, Fortower 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 or applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's socurity 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 it 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 agreemen is 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 is actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing it 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.

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 a settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is a horized 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 or grate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify 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 sortice of any right or remedy.

11. Successors and Assigns Bound: Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and ben slit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and openments shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is so-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 or 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 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 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 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 extranon 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 U. strument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the ters specified in the second paragraph of

oaragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrumer, snall 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 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

interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may obligation to pay the sums secured by 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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CHICAGO, INMANAS 6065 TITE WEST FOSTER AVENUE HICHREE. . 1: 12XXX H2KL..

LIBERTY BANK FOR SAVINGS Which this instrument was prepared by: My Commission Express 14/490 A District WastoM Harry Museul 1 1 2 200 g Ar Commission expires: Given under my hand and official seal, this signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same person(x) whose name(s) do hereby certify that Lubical Sloberla, a Spinster the undereigned , a Motary Pablic in and for said county and state, Centry ss: STATE OF ILLINOIS,

(1202) Louded ... (Seal) Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELL'A Borrower accepts and agrees to the terms and covenants centained in this Security

Other(s) Inacity] Gradinied Payment Rider Planned Unit Development Rider

K Condominium Rider TabiA ylima Pader Adjustable Rate Rider

Inservenent [Check applicable box(es)] such sment the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together was

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

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

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the Property including those past due. Any tents collected by Lender or the receiver shall be applied first to payment of the

appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

but not limited to, reasonable attorneys' fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclusure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the forer losure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the itciton required to cure the brusch of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

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

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THIS CONDOMINIUM RIDER is made this 17th day of March 19.90, 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 11 BERTY BANK FOR SAVINGS
of the same date and covering the Property described in the Security Instrument and located at: 101 SUMMIT, UNIT 504, PARK RIDGE, ILLINGIS 60068 [Property Address]
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium projection
known as: THE SUMMIT CONDOMINIUMS [Name of Condominium Project]
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property als 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 Instrumen Borrower and Lender further covenant and agree as follows: A. Contoninium Obligations, Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document whice creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when dive all dues and assessments imposed pursuant to the Constituent Documents. B. Hazard Inturence, So long as the Owners Association maintains, with a generally accepted insurance carrier, "master" or "blanket" point the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards miclade within the term "extended coverage," then: (i) Lender waives, he provision in Uniform Covenant 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, ander 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's ball give Lender prompt jotice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elemenches, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. 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 laim for damages, direct or consequent
(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 in a range coverage maintained by the Owners Association unacceptable to Lender. F. Remedies. If Borrower does not pay condominium dues and assessments when due, the itender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrowe, so cared by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.
x nur'a Paliacla (Seal)

.....(Seal)

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Property or Cook County Clerk's Office