UNOFFICIAL GOPY4

Supposed on great year new years of the transmission of

Company and The comment

COOK CONHIA RECORDER

20 12 m

and a comment of the state of the

\$1244 \$ F *-90-3183 1\$0000 1844 0567 07/03/90 12:1		MEW LENDX \$TATE BANK 118 W. Maple Street New Lenoit, it. 666\$1/698
:OT 0:	PURE DA VIND BHORED DE MYICE	CASHA SAN THENDERTON BHT
	And the standard and a company to the	Maria is boad an included the state of the s
de L'arely		Poly Communication property.
08.60 (2.1%	No yeb Mage Airli Jeas	SACCALCATOR SALES SACRES
Hed X Inst begod working and	nustraq ni yab zirli ani sudiad bataaqar .	hornutain griogosol sol or badicoedus
	dust viatoria, a company vigagozija	ALMONISHI YILINE YESING OD
	County sa	STATE OF ILLINOIS, J. C. AMAIS. J.
(lead)		
(100g)		Parinamia (salisiper Aline of police personalism)
withunes sinft ni benistnos stranevo	Applies and agrees to the terms and c	(vine) (vine)
Total Femily Rider	Condominium Rider	Adustable R. a. Rider Gradusiae Pays a seder
Borrower and recorded together with bits brams flade bus ofni betsrogroom	ter warves all right of homestead execution manufacts are executed by and agreements of each such rider shall be interested this Security Instrument as if the	uning Library in this of the MR. 65. this is a single of the security in the second side of the second side
(in person, by agent or by judicially he Property and to collect the cents of shall be applied first to payment of the first milest to, reselver's feet, premiums on security instrument. In Lender shall release this Security	eceleration under paragraph 19 or abandon redemption tollowing judicial sale, Lender net upon, take possession of and manage in y rents collected by Lender or the receiver and rect of the sums secured by this Security Instrume is secured by this Security Instrume assume secured by this Security Instrume.	and an analysis of the second of the second of the second of any period of appointed receiver) and all be entitled to the open of the part duty of the part duty of the part duty of the property of management of the property of the property of the property of the part of the property of the part of the par
celeration under paragraphis 13 and 17 it (b) the action required to care the remains the because the care the arms result in acceleration of the arms the froperty. The notice shall further in the foreclosure proceeding the non-carte, if the default is not cured on or payment in full of all sums secured by payment in full of all sums secured by Justicial proceeding.	wher shall give notice to Borrower prior to act this Specurity Lastrament (but not prior to ac- teem the date the notice is given to Borrowe acteurs by judicial proceeding and asle of a welcoure by judicial proceeding and asle of a selection and the right to assert it is of flore and the right to assert it and at its option may require immediate the incurred in paraulug the remediate pro- teriors incurred in paraulug the remediate pro- teriors and casts of title evidence.	breach of any povenent or appointed in a unless applicable law provides objectivity default; (c) a date, not less than 30 days; and (d) that fallure to cure the default, les secured by this Security Instrument, les interes placement of the right to releast existence of a default or any other defini- betore the date specified in the rights.

** NOW-Diviporm Covency at Bring Sender further coverant and agree as follows:

and the great and the fried the control of the fifth of the first of t

30318346

UNOFFICIAL COPY

90318346

	MORTGAGE	
under the law s of THE STATE.	rity Instrument" is given on June 25 RT P. ROHLEDER AND LINDA K ("Borrower"). This Security In OF ILLINOIS and whose ac um of Eighty Thousand and 00/100	which is organized and existing dress is 110 West Maple Street,
Borrower owes Let der the principal s	Dollars (U.S. \$ 80,000,00	This debt is suidement by Bossesses's note
dated the same date as this Security Epaid earlier, due and payable on secures to Lender: (a) the payment of all security Instrument; and (c) the payment of all security Instrument; and (c) the perfect the Note. For this purpose, Borrowellocated in Cook Unit 527-1A as delineated if referred to as "Parcei"): Lots 1, 2 and 3 in Klehm's For Lot 4 and all of Lots 5, 6 vacated Portion of the North Underhills' Addition to the Tof the Southeast Quarter of Meridian, in Cook County, in Parcei 2: Lot 1 in McHugh's Lots 9 and 10 in Underhills's	restrument ("Note"), which provides for multip. 1, 1981. of the debt evidenced by the Note, with other sums, with interest, advanced under trimance of Borrower's covenants and agree closs hereby mortgage, grant and convey to survey of the following describes teauthrision of the South 333,47 and 7 except the West 33 feet of h and South Public Street lying be fown of Duration, being a Subdivision Section 30, Township 42 North, Rillineis; also Resubdivisin of Lot # (except the Addition to Town of Ourton, being arter of Section 30, Township 42	onthly payments, with the full debt, if not this Security Instrument interest, and all renewals, extensions and paragraph 7 to protect the security of this ments under this Security Instrument and a Lender the following described property County, Illinois: departed of real estate (hereinafted said Lot 7) together with the tween said Lots 5 and 6, all in on of part of the Northeast Quarte ange 11, East of the Third Princips South 333,47 feet thereof) and all a Subdivision of Part of the North
Principal Maridian in Cook 6 made by LaSalle National Ba under Trust Number 46044, i Illinois as Document Number (excepting from said Parcel and set forth in said Declara Also together with a Perpeti	all the Property and Space Completion and Survey.	on, not personally, but as Trustee prier of Deeds of Cook County, Frided 1.06% interest in said Perceiving all the Units thereof as defining Propess in and to Parking Speci
Principal Maridian in Cook (made by LaSalle National Ba under Trust Number 46044, i Illinois as Document Number (excepting from said Parcel and set forth in said Declara Also together with a Perpeti	enk, a National Banking Association recorded in The Office of the Recorded in The Office of the Recorded in The Office of the Recorded in The Property and Space Compartion and Survey. Let be the Property and Space Comparts on Survey. Let be the Property and Space Comparts on Survey.	on, not personally, but as Trustee prier of Deeds of Cook County, Frided 1.06% interest in said Parc rising all the Units thereof as defin og Purposes in and to Parking Space Survey, in Cook County, Illinois.
Principal Meridian in Cook 6 made by LaSalle National Ba under Trust Number 46044, i Illinois as Document Number (excepting from said Percei and set forth in said Declara Also together with a Perpet Number P43, as defined and PIN: 03-30-414-016-1041	ank, a National Banking Association recorded in The Office of the Recorded in The Office of the Recorded to 22 829 626, together with an uncertainted and Spece Compartion and Survey. Less the Property and Spece Compartion and Survey. Less the Exclusive Easement for Parking set forth in said Declaration and Set forth in said Declaration and	on, not personally, but as Trustee prier of Deeds of Coek County, Frided 1.06% interest in said Paro ising all the Units thereof as defin ng Proposes in and to Parking Spece Survey, in Cook County, Illinois.
Principal Meridian in Cook 6 made by LaSalle National Ba under Trust Number 46044, i Illinois as Document Number (excepting from said Percei and set forth in said Declara Also together with a Perpet Number P43, as defined and PIN: 03-30-414-016-1041	enk, a National Banking Association recorded in The Office of the Recorded in The Office of the Recorded in The Office of the Recorded in The Property and Space Compartion and Survey. Let be the Property and Space Comparts on Survey. Let be the Property and Space Comparts on Survey.	on, not personally, but as Trustee prier of Deeds of Coek County, Frided 1.06% interest in said Paro ising all the Units thereof as defin ng Proposes in and to Parking Spece Survey, in Cook County, Illinois.

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.

UNOFFICIAL CORY 4

Instrument, appearing is count, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph? Lender does not be well become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender to other terms of payment, these amounts shall bear interest from the date of dispursement, and the date of dispursement and Lender and along the paragraph, with interest, upon notice from Lender to Borrower the date of dispursement at the fact of dispursement and along the paragraph.

6. Preservation and Malatrianses of Property; Lessehoids. Borrower shall not destroy, damage or substantially change the Property, allow the Property; Lessehoids. Borrower shall not mings the Property, to deteriorate or commit waste. If this Security Instrument is on a lesschold, for shall comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lessehold and the stiffs that may be provisions of the Property; Mentgage Insurance. If Borrower fails to perform the coverants 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 hentruptey, probate, for condemnation or to enforce laws or Lender's rights in the Property (such as a proceeding in hentruptey, probate, for condemnation or to enforce laws or regulations), then Lender's rights in the Property (such as a proceeding any sums secured by a lien which has priority over this Security specifically affects, appearing is count, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Eastrument, appearing is count, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Eastrument, appearing is count, paying reasonable attorneys' fees and entering on the Property to make repairs. Although

Instrument immediately prior to the acquisition

postpace of the Property at another to the secquisition shall pass to Lender to the extent of the sample and proceeds to principal shall not extend or under paragraph 19 the Property is sequence by Lender, Bestgrand'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

Lander shall have the refair to hold the policies and renewals. It Lender and Anall include a standard mortgage clause. All insurance policies and renewals after the ceptures and anower shall promptly give to Lender shall have the refair to hold the policies and renewals. It Lender requires Borrower shall size promptly give to Lender and promptly give to the insurance carrier and Lender and motice to the insurance proceeds shall size prompt notice to the insurance proceeds shall so a spplied to restoration or repair to the Property danaged, if the restoration or repair restoration or repair is accommissibly feasible and Lender a security is not lessened. If the applied to the sums accurace by this Security Instrument, whether or not then due, with any cause proceeds shall be applied to the sums accuract by this Security Instrument, whether or not then due, the insurance proceeds shall be offered to settle abandons the from Lender that the Property or does not an another within 30 days a notice from Lender that the insurance carrier has offered to settle abandons the insurance carrier has bendered to the proceeds to respon or respon to restore that the Property or does not an another than the proceeds to restore the proceeds to restore that the proceeds to restore the sums accuract by this Security instrument, whether or not then due. The 30-day period will begin when the sums accuract by this Security instrument, whether or not then due. The 30-day period will begin when the sum to be proceed to repair or the sum to the proceeds to repair or restore the sums reclined by this Security instrument, whether or not then due. The 30-day period will begin when the sum to the proceeds the proceeds to restore with an example to the proceeds to restore the proceeds the proceeds

of the giving of notice.

8, Heared Sammers

10. Heared Sammers

11. Heared Sammers

12. Heared Sammers

13. Heared Sammers

14. Heared Sammers

15. Heared Sammers

16. Heared Sammers

1

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 stabil satisfy the lien of the of the actions set forth above within 10 days receipts evidencing the payments.

Borrower shall promitely discharge any the which has priority over this Security Instrument unless. Borrower: (a) agrees in writing to the payment of the chair of the lies in a manner acceptable to Lender; (b) contests in good faith the lien by contests of the lies of th

If the due dates of the secrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, the excess shall be, an action, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the charles held by Lender is not sufficient to pay the secrow items when due, Borrower shall pay to Lender any amount necessar. It makes up the deficiency in one or more payments as required by Lender.

If then paywest in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender paragraph 19 the Property is sold or acquired by Lender. Lender shall papply, no later any Funds held by Lender shall promptly refund to Borrower application as a credit. It is all sums secured by this Security Instrument.

S. Application as a credit of the Property or its acquisition by Lender, any Funds held by Lender at the time of paragraphs 1 and 3 shall be applicable for instrument.

S. Application as a credit of the Property or its acquisition by Lender, any Funds held by Lender at the time of the Property of the Property or its acquisition by Lender, and the shall pay this Security Instrument.

S. Application as a credit of the Property or its acquisition by Lender, any Funds held by Lender at the time of the Property which may attain growing the secured by this Security Instrument or property of the property of the principal by all tases, assessments, charges, fines and impositions attributable to the Borrower shall pay them. Borrower shall be applied the payment of the property of the principal property of the principal tests the property of the principal tests the payment of the property of the principal tests the payment of the principal tests the payment of the payment of the principal pay there obligations is the payment and least to property which may strain property of the payment o

this Security Instrument.

If the assassistical the Funds held by Lender, together with the future monthly payments of Funds payable prior to

state agency (includes leader if Lender is such as institution). Leader the little second to be before the leader in the Funder has not charge for indicate the second to be before the leader pays in the leader in the Funder has not charge for interest on the Funde and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funde. Unless an agreement is made or applicable law permits Lender to make such a charge. Borrower and requires interest to be paid, Lender shall be paid on the Funds. Unless an agreement is made or applicable law shall give to Borrower any interest or extraings on the Funds. Lender shall give to Borrower and interest to be paid, Lender shall not be required to pay Borrower any interest or extraings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds should be paid, Lender shall give to Borrower, without charges, an annual accounting of the Funds should be paid to the Funds and the shall give to Borrower, without charges, an annual accounting of the Funds should be counting to the Funds and the funds should be paid. It is the funds was made to be required by the funds should be counting to the Funds should be counted by the funds should be considered by the funds should be considered by a supplicable to the funds and the funds should be considered by a supplicable to the funds and the funds should be considered by a supplicable to the funds and the funds are supplicable to the funds and the funds an

Unitonia Coverability Bortower and Lander covenant and agree as follows:

1. Payment of Brincipal and Interest of the Note and Late Charges. Bortower shall prompily pay when due the principal of and interest on the dots evidenced by the Note and any propayment and late charges due under the Note.

2. Femals for Lance and Learnmes. Subject to applicable law oc to a written waiver by Lender, Bortower shall pay to Lender on the day monthly have each learnment are due under the Note, until the Note is paid in full, a sum ("Funder") equal to one-twelfth of: (a) yearly have day monthly taxes and assessments which may attain priority over this Security Instrument; (b) yearly nearthnoted payments or ground ranks on the Property, if say; (c) yearly hazard insurance premiums; and (d) yearly bearly note insurance premiums; if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current dais and rescomble estimates of future escrow items." Lender may estimate the Funds due on the Punds due on the Such items of current dais and rescomble estimates of future escrow items." Lender may estimate the Funds due on the section items take assocy (includes shall be held in a minimulation the deposits of accounts of which are insured or guaranteed by a federal or state assocy (includes Lender if Lender is such as institution). Lender shall apply the Funds to pay the escrow items state assocy (includes Lender if Lender is such insurance or guaranteed by a federal or state assocy (includes Lender if Lender is such insurance or pay the escrow items.)

305111211

UNOFFICIAL COPY

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 fattle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Lat Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amo dization 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 ever, see of any right or remedy.

11. Successors and Assigna Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) it co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the term's of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) ogrees 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 loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any artic already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to nake this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund educes 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 stops specified in the second paragraph of

14. Notices. Any notice to Borrower provided for in this Security Instrument's all be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The platice 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 Dorrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender vin in 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 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 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.