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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

December 19

The Mortgagor is CYNTHIA! J. KLASY His Wife

TH7777 TRAN B291 01/16/91 10:16:00 DEPT-01 RECORDING #0795 # G. *-91-025301

COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to

Crown Mortgage Co.

which is organized and existing uncer the laws of the State of Illinois

, and whose

address is 8131 W. 95th Street Oak Lawn, Illinois 50453 The confidence of the environment of the experience

"Lender"). Borrower owes Lender the principal sum of

FIFTY EIGHT THOUSAND FOUR HUNDARD & 00/100 ******

Dollars (U.S. \$ 100 to 100 58 400 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 . This Security Instrument secures to Lender: (a) the repayment of the debt This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all reneval, 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

County, Illinois:

UNIT 105, AS DELINEATED ON PLAT OF SURVEY OF 1 OT 3, (EXCEPT THE EAST 75 PEET) LOTS 4 AND 5 IN MARISA PANFANI'S SUBDIVISION OF LOT I IN BLOCK I IN PREDERICK H. BARTLETT'S ROBERTS ROAD AND 89 STREET ACRES IN SECTION I, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCOUNTING TO THE PLAT RECORDED AS DOCUMENT 8888252, IN COOK COUNTY, ILLINOIS, WHICH FLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY BANK OF HICKORY HILLS, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDERSTRUST AGREEMENT CATED DECEMBER 19, 1977 AND KNOWN AS TRUST NO. 1209, SAID DECLARATION OF CONLOCINIUM MADE BY BANK OF HICKORY HILLS, A CORPORATION OF ILLINOIS, AS TRUSTED **** TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN SAID PARCEL.

TAX 10 NO 23-01-019-1005-000"
TAX 10 NO 1

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ware to great the contract of

[Street, City].

which has the address of 8901 S. ROBERTS RD. #105, HICKORY HILLS [ZIP Code], ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, arents, 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 selsed 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 detend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

constitutions and control in the control of the con Ilmited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 as Amended 5/07

Initials

6F(|∐ 189021

Page 1 of 4 VMP MORTOAGE FORMS . (313)293-8100 . (800)521-7291 UNIFORM COVENANTS. Borrower and Lender coverant and agree as follows

UNIFORM COVENANTS. Borrower and Lender coverant and agree as johnws.

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 assumi("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 morigage insurance premiums; and (d) yearly morigage 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 interestron the Funds and applicable law permits Lenders to make such a charge assessed by Lender introduced by a federal or service shall not be a charge for nurroses of the preceding sentence. Borrower and Lender may agree in writing 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 leach 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 secrow items, shall exceed the amount required to pay the escrow items, when due the excess shall be a Borrower's option. The promptly repaid to Borrower or credited to Borrower on monthly payments of Funds II the amount of the Euras, eld by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

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

Upon payment in up of all sums secured by this Security Instruments Lender shall promptly relund to Borrower any Funds held by Lender M. of the paragraph 19 the Property is sold or acquired by Lender, Lender shall apply no later than immediately prior to the see 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, I and 2 shall be applied: /list, to late charges due under the Note; second, to prepayment charges due under the

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

1114. Charges; Ejens: Borrower show pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over alls 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 ionitime directly to the person ower pay ment. Borrower shall promptly (urnish to Lender all notices of amounts to be paid under this paragraph; If Borrower makes these payments directly, Borrower shall promptly (urnish to Lender)

Borrower shall promptly, discharge any lier, such has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secure by the lien in a manner acceptable to Lender; (b) confests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower anotice 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 the lien. Borrower shall keep the improvements now avieties of beautiful and the lien of the lien or take one or more of the actions set forth above within 10 days.

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 "extender 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:

масили All insurance, policies; and renewals; shall be acceptable to Lender and shall include a standard mortgage clause. Lender

receipts of paid premiums and renewal notices. In the event of loss, Borrower, shall promptly give to Lender all carrier and Lender, Lender may make proof of loss if not made promptly by Borrower carrier and Lender may make proof of loss if not made promptly by Borrower carrier and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and Lender, security is not economically feasible or Lender's security would be lessened, the control of the sums secured by this Security Instrument, whether or not then due, with an excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender. The insurance carrier has offered to settle's 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 3 rev period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal still 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 It 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 falls 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 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 less 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 instrumento Unless: Borrower and Dender 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 fleu of condemnation, are hereby assigned and shall be paid to Lender.

as In the sevent sof autotal staking of the Property, the proceeds shall be applied sto-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 lotal 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 falls 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 dat of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrowe: 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 shrift 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 moulty amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or For ower's successors in interest. Any forbearance by Lender in exercising any right or remedy

shall not be a waiver of or precipile the exercise of any right or remedy.

11. Successors and Assign: Found; 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) 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 (c) agrees that Lender and any other Borrower may agree to extend, modily, 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 it interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, them (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. It a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the No'c.

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

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailling it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Properly Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mall to Lender's address stated herein or any other address Lender designate, by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower on Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by Indeed 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 for it 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 falls 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 listrument 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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-8F(IL) 189021

This Instrument was prepared by:

Crown Mortgage Co.

6131 W. 95th Street
Owk Lawn, Illinois 60450

"OFFICIAL SEAL"
CAROLE A. VALELA
Notary Public, State of Hillingia
Hy Commission Espires 0/20/91

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CONDOMINIUM RIDER

90 THIS CONDOMINIUM RIDER is made this 19 day of December 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 Crawn Mortgage Co.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 8901 S. ROBERTS RD. #105, HICKORY HILLS ILLINOIS [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known BERKSHIRE CONDOMINIUM

[Name of Condominium Project]

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

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

- A. Condomination 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 which creates the Condominium Project; (in by laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and 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 the periods, and rat 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 Londor of one-twelfth of the yearly premium installments for hazard interacte 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 overlage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of a , lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance preceds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceed 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 gioh 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 Londer.

D. Condemnation. The proceeds of any award or claim for lamages, direct or consequential, payable to Borrower in connection with any condomnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby actioned 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 Covenant 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:

(1) the abandonment or termination of the Condominium Propert, 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 condomnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

Owners Association unacceptable to Lender.

(iv) any action which would have the effect of rendering the provisions and provisions unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any content disbursed by Lender under this paragraph F shall become additional debt of Borrower sections by the Security and ment. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of sement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower section 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

Edward . Kuby .	(Seal)
EDWARD J. KFRBY JR.	·Borrower
CYNTHIA J. KIRBY HIS WITE	(Seal) Borrower
	(Seal)
	(Seal)

(Sign Original Only)

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