

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **May 30, 1991**  
The mortgagor is **Grover E. Connett and Mildred A. Connett, husband and wife**

Amerifed Federal Savings Bank ("Borrower"). This Security Instrument is given to  
which is organized and existing under the laws of **The United States of America** and whose address is  
**601 N. Illinois Street, Plainfield, IL 60544**  
("Lender"). Borrower owes Lender the principal sum of  
**Thirty Five Thousand and 00/100 Dollars (U.S. \$ 35,000.00)**. This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
**June 1, 2021**. This Security Instrument secures to Lender: (a) the repayment of the debt  
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other  
sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of  
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby  
mortgage, grant and convey to Lender the following described property located in **Cook**

County, Illinois:

Parcel I: That part of lot 21 in Cambridge Place of Orland Park, being a Subdi-  
vision of part of the North East  $\frac{1}{2}$  of Section 31, Township 36 North, Range 12 East  
of the Third Principal Meridian, according to the Plat thereof recorded April 11,  
1990 as Document 90165351, described as follows: The Westerly 36.00 feet (as  
measured perpendicular to the Westerly line) of the Southerly 66.33 feet (as measured  
perpendicular to the Southerly line) of said lot 21, in Cook County, Illinois.

Parcel II: Easement appurtenant to and for the benefit of Parcel I aforesaid as  
set forth in the declaration of party wall rights, covenants, conditions and restric-  
tions and easements for Cambridge Place of Orland Park recorded April 11, 1990 as  
Document 90165352 as amended from time to time and as created by Deed from Chicago  
Title and Trust Company, as Trustee under Trust Agreement dated January 17, 1989  
known as Trust Number 1092622 to Grover E. Connett and Mildred A. Connett and re-  
corded 6-3-91 as Document **91262634** for ingress  
and egress.

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PIN #27-31-202-012-0000

Mortgagors also hereby grant to the mortgagee, its successors or assigns as easements  
appurtenant to the above described real estate, the easements set forth in the de-  
claration of covenants, conditions and restrictions recorded April 11, 1990 as  
Document 90165352 as amended from time to time and mortgagors make this conveyance  
subject to the easements and agreements reserved for the benefit of adjoining parcels  
in said declaration, which is incorporated herein by reference thereto for the benefit  
of the real estate above described and adjoining parcels.

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Form 501A 9.90 5/22/72 (for 6 pages)

losses or flooding; for which Leader requires insurance. This insurance shall be maintained in the amounts and for the property insured against loss by fire, hazards included within the term "extinguished coverage" and any other hazards, including one of more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Proper Liability Insurance. Borrower shall keep the insurance now existing or hereafter created on the over this Security instrument, Leader may give Borrower a notice terminating the loan. Borrower shall satisfy the loan or take to this Security instrument, if Leader determines that any part of the Property is subject to a lien which may attach to the instrument of the lien or (c) securities from the holder of the loan an aggregate amount satisfactory to the loan which the loan by, or defaults against any action secured by the loan in a manner acceptable to Leader, and (d) contains in good faith the in writing to the payment of the obligation secured by the loan in the Note; and (e) contains in good faith the Borrower shall promptly discharge any loan which has priority over this Security instrument unless Borrower creates (a) agrees

Borrower shall promptly pay all amounts payable under the Note; and (f) provides for payment of amounts payable under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Leader all notices of amounts to be paid under time directly to the person owed payment. Borrower shall promptly furnish to Leader all notices of amounts to be paid under

shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on the property which may attach over this Security instrument, and leasedhold payments of ground rents, if any. Borrower

Chargers; third, to recover due, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; and 2 shall be applied first, to any prepayment charges due under the Note; and (g) contains in good faith under

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leader under

Funds held by Leader, shall apply any funds held by Leader at the time of acquisition or sale as a credit against the sums

Upon payment in full of all sums secured by this Security instrument, Leader shall promptly refund to Borrower any Funds held by Leader, unless Leader may so notify. If the amount of the funds held by

such case Borrower shall pay to Leader the amount necessary to make up the deficiency, and, in addition to the deficiency in no more than twelve months, a Leader's sole discretion.

Leader at any time is not sufficient to pay the Escrow items when due, Leader may so notify. If the amount of the funds held by

Borrower for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to

purpose for which each deposit to the Funds was made. The Funds are pledged as security for all sums secured by

which give to the Funds, without charge, an annual accumulation of the Funds, showing costs and expenses to the Funds and the

amounts on the Funds. Borrower and Leader may agree in writing, however, that in case there shall be paid on the Funds, Leader

amounts to make up the deficiency in connection with this loan, unless otherwise specified below. Leader shall make up the deficiency in

case of reporting service used by Leader in connection with this loan, unless otherwise specified below. Leader shall make up the deficiency in

Leader to make the Escrow items, unless Leader pays Borrower charge for an independent escrow items or account, or verifying the Escrow items, Leader may not charge Borrower for holding an account the escrow items, Leader may not charge Borrower for holding an account the escrow items, Leader shall apply the Funds to pay

the Escrow items, Leader may not charge Borrower for holding an account the escrow items, Leader shall apply the Funds to pay

including Leader, it is such an institution as is agreed by a federal agency, instrumentality, or entity

The Funds shall be held in an institution whose deposits are insured by a federal applicable law.

Excesses of expenditures of future Escrow items or otherwise in a creditable escrow.

Leader may estimate the amount, Leader may estimate the amount of Funds due on the basis of current data and reasonable

exceed the lesser amount. Leader may estimate the amount of Funds due on the basis of current data and reasonable

law that applies to the Funds less a lesser amount, if so. Leader may, at any time, collect and hold Funds in an amount not to

estimate a creditor for a federalized non-bank loan, if any, require for Borrower account under the federal Retail

items are called "Escrow items". Leader may, at any time collect and hold Funds in an amount not to exceed the maximum

Leader, in accordance with the provisions of page 3, (c) verify mortgage in escrow premiums, if any, and (d) any sums payable by Borrower to

leader, in accordance with the provisions of page 3, (c) verify mortgage in escrow premiums, if any, and (d) any sums payable by Borrower to

Leader on the day monthly payment is due under the Note, until the Note is paid in full, a sum ("Funds") for (a) verify

Funds for Taxes and Insurance which may then remain payable over this Security instrument as a loan on the Property; (b) verify

Leader on the day monthly payment is due under the Note, until the Note is paid in full, a sum ("Funds") for (a) verify

Leader and Leader agrees to apply the Note and any prepayment charges due under the Note.

1. Payment of Premiums, Leader and Leader covenant and agree as follows:

THIS SECURITY INSTRUMENT combines unique security instruments for national use and non-national conventions with

intended-variations by jurisdictions constitute a uniform security instrument covering real property.

Borrower warrants that the Property is lawfully seized of the estate hereby conveyed and has the right to

Instrument. All of the foregoing is reflected in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property is lawfully seized of the estate hereby



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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 seized 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.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed 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 lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (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 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 or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

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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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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, Borrower 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 be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not leveraged. If the restoration or repair is not economically feasible or Lender's security would be leveraged, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to 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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan covered by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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Single Family - Façade Modelle Meile LÄNDERKREDIT INSTRUMENT - Landesamt Gewerbe 94 90 Seite 2 von 9 Seiten

18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to file a formal complaint of this SecuritY instrument to Reinschreibe. If Borrower fails to pay these sums prior to the earlier of (a) 5 days after the period as remanded by this SecuritY instrument without further notice or demand on Borrower.

If Leender exercises this option, Leender shall give Borrower notice of his period. Leender may invoke any SecuritY instrument, if Borrower fails to pay these sums prior to the expiration of this period. Leender may invoke any SecuritY instrument, if less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued by this SecuritY instrument. It is Borrower's responsibility to pay these sums prior to the expiration of this period.

This SecuritY instrument. However, this option shall not be exercised by Leender if Leender is prohibited by law as of without Leender's prior written consent, Leender may, at his option, require immediate payment in full of all sums accrued by it is sold or transferred to it is beneficial interest in Borrower. If all or any part of the Property or any income in 17. Transfer of the Property or a beneficial interest in Borrower. If all or any part of this SecuritY instrument.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this SecuritY instrument.

15. Governing Law; Severability. This SecuritY instrument shall be governed by federal law as far as the Note are be given effect without the conflicting provision. To this end the provisions of this SecuritY instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this SecuritY instrument or the Note can be disregarded in which the Property is located; in the event that any provision of clause of this SecuritY instrument or the Note can address by law clauses applicable to the Note shall be disregarded in favor of the Note.

14. Notices. Any notice to Borrower provided for in this SecuritY instrument shall be given by delivery in writing to the Note.

In this SecuritY instrument shall be deemed to have been given to Borrower or Leender as soon as provided in this Addressee or any other address Borrower designates by notice to Leender. Any notice to Leender shall be given by first class mailing it by first class mail unless otherwise used of another method. The notice shall be disregarded if the Property prepares under the Note.

13. Loan Charges. If the loan secured by this SecuritY instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest, or other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan that shall be reduced to the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted amounts shall be disregarded in the Note.

12. Successors and Assigns; Joint and Several Liability; Co-signers. The convenants and agreements of this SecuritY instrument shall bind and benefit the successors and assigns of Leender and Borrower, subject to the provisions of this agreement to make any accommodations with regard to the terms of this SecuritY instrument or the Note without the consent of Borrower.

Borrower may transfer the Note and any other security interest in the Note to another person by the agreement made by this SecuritY instrument and (c) agrees to Leender and any other Borrower may agree to extend, modify, together with the Note and any other security interest in the Note to another person by the agreement made by this SecuritY instrument and (b) is not permanently obligated to pay the sum Borrows does not exceed the liability of the Note.

11. Borrower's Right to Remonstrate; Forbearance by Leender Not a Waiver. Extension of the time for payment of the principal of the notes referred to in paragraphs 1 and 2 or change the amount of such payments.

Lenders Leender and Borrower alike are in writing, any application of proceeds to principal shall not exceed the amount received by this SecuritY instrument, whether or not due.

If the Property is abandoned by Borrower, or if, after notice by Leender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Leender within 30 days after the date the notice is given, Leender 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, whichever of the two due.

If the Property is abandoned by Borrower, or if, after notice by Leender to Borrower that the condominium offers to make otherwise provides, the proceeds shall be applied to the sums secured by this SecuritY instrument whether or not the sums are accrued immediately before the taking. Unless Borrower and Leender otherwise agree in writing or unless otherwise applicable law requires in which the fair market value of the Property immediately before the taking is less than the amount of the sums.

Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the property (a) the total amount of the sums secured immediately before the taking, divided by (b) the total amount of the proceeds multiplied by the fair market value of this SecuritY instrument shall be reduced by the amount of the proceeds divided by the fair market value of the property.

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued by this SecuritY instrument which the fair market value of the Property immediately before the taking, unless Borrower and Leender otherwise agree in writing, secured by this SecuritY instrument immediately before the taking, unless the taking is equal to or greater than the amount of the Property in instrument, whether or not the due, which any excess paid to Borrower, in the event of a partial taking by this SecuritY instrument or other taking of the Property, the proceeds shall be applied to the sums accrued by this SecuritY instrument and shall be paid to Leender.

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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 as if no acceleration had 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial action in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

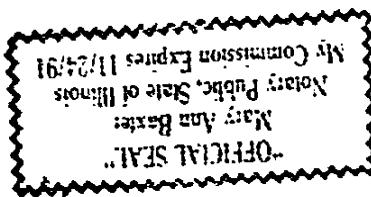
**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Form 3013 990 (revised 10-1-97)



Plainfield, IL 60544  
(Address)

601 N. Illinois Street  
(Name)

American Federal Savings Bank  
(Bank)

This instrument was prepared by  
Joyce Hogue  
(Signature)

Notary Public

*Mary Ann Basler*

My Commission expires 11/24/91

Givern under my hand and official seal this

30th

day of

May, 1991

for the

and delivered the said instrument as

herein

free and voluntary act, for the uses and purposes herein set

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

personally known to me to be the said person(s) whose name(s) are

do hereby certify that Grover E. Connerton and Michael A. Connerton, husband and wife

a Notary Public in and for said county and state,

County of

1. The undersigned

STATE OF ILLINOIS, WITNESS

Social Security Number 353-12-1021  
(Social Security Number)

Husband A. Connerton  
(Name)

Social Security Number 336-24-3494  
(Social Security Number)

Grover E. Connerton  
(Name)

Witnesses:

and in any other(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument  
*Mary Ann Basler*

Other(s) (specify)

Balloon Rider

Second Home Rider

Rate Improvement Rider

Graduated Payment Rider

Biweekly Payment Rider

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

[Check applicable box(es)]  
Supports the covenants and agreements of this Security Instrument as if the under(s) were a part of this Security Instrument.  
This Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall supersede and replace all previous agreements between the parties hereto.

91262635

# UNOFFICIAL COPY

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 30th day of May 1991  
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  
Amerifed Federal Savings Bank  
(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

17826 Cameron Parkway, Orland Park, IL 60462

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, dryers, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the

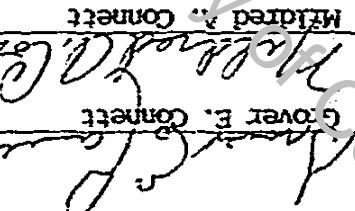
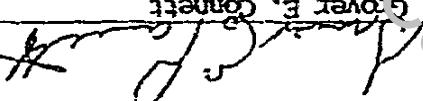
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Form 3170 9/90 (Page 2 of 2 pages)

Borrower  
(Seal)

Borrower  
(Seal)

Mitader A., Connecott  
  
Goveror E., Connecott  
  
(Seal)

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

Instrument

I. CROSS-DEFAULT PROVISION. Lender's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security

Instrument. All the sums secured by the Security Instrument are paid in full. This assignment of Rents of the Property shall terminate when any default or invalidation of any other note or remedy of Lender. Any assignment of Rents of the Property shall terminate when judicially appointed receiver, may do so at any time when a default occurs. However, Lender, or Lender's agents or a majority of the Property before or after giving notice of default to Borrower. Lender's agents or a majority of the Property before or a majority of Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or

not perform any act that would prevent Lender from exercising his rights under this paragraph. Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not be liable to account for any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender according to the terms and conditions of the Security Instrument to Lienform Covenant.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of showing it to the inadequacy of the Property as security.

and then to the sums secured by the Security Instrument (v) Lender, Lender's agents or any judicially appointed receiver and trustee, repair and maintainance costs, insurance premiums, taxes, assessments and other charges on the Property, receivers' bonds, repair and collect the Rents and demands upon Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of the Rents due and unpaid to Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides collects and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents the benefit of Lender only, to be applied to the sums secured by the Security Instrument (ii) Lender shall be entitled to collect the Rents received by Borrower as income for

Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

20-31-212-111-111

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PLANNED UNIT DEVELOPMENT RIDER  
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THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of May 1991 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 AmeriFed Federal Savings Bank

(the "Lender")

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

17826 Cameron Parkway, Orland Park, IL 60462  
[Property Address]

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

**the covenants, conditions and restrictions of record**

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

Cambridge Place of Orland Park  
[Name of Planned Unit Development]

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

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

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. 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 insuring the Property 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 included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

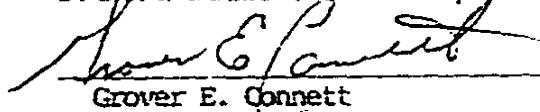
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

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

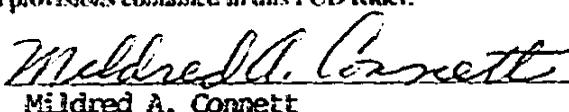
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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

  
Grover E. Connell

(Seal)  
Borrower

  
Mildred A. Connell

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

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Property of Cook County Clerk's Office