### UNOFFICIAL CREARD SY: Cynthia C. Jelinek

P.O. BOX 386 HINDONIE, ILLINOIS 60521

# RECORDING ROX 156

BEFT-UI ARLUNUING

477.00

93506714

COOK COUNTY RECORDER

(Space Above This Line For Recording Data) \_\_

LOAN # 001-1125799

### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on	une 25,
19 93 The on tgagor is PATRICIA J SLOANE AND	LLOYO R SLOANE, HUSBAND AND WI
some and the state of the state	organization and the control of the
("Borrower"). This Security Instru	ument is given to
HINSDALE FEDERAL BANK FOR SAVINGS	, which is organized and existing
under the laws of the UN TED STATES, and whose address is P.O.	BOX 386, GRANT SQUARE, HINSDALE, IL 60521
("Lender"). Borrower owes Lender the principal sum of SIXTXTHO! Dollars (U.S. \$ 59.4.0.09.4.0)	
same date as this Security Instrument ("Note"), which provides for mont	
and payable on	
(a) the repayment of the debt evidenced by the Note, with interest, and	
(b) the payment of all other sums, with interest, edvanced under paragraph	
(c) the performance of Borrower's coverants and agreements under this Secu	
does hereby mortgage, grant and convey to Lender the following described pro-	
County, Illinois:	•

THE RIDER ATTACHED HERETO IS A PART OF THIS MORTGAGE

### THIS RIDER IS A PART OF THE MORTGAGE TO WHICH IT IS ATTACHED

UNIT 145-3 AS DELINEATED N A SURVEY OF CERTAIN LOTS

IN SHEFFIELD MANOR UNITS 2 AND 3, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY ID EXHIBIT "A-2" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY LEVITT RESIDENTIAL COMMUNITIES, INCORPORATED, REGISTERED ON THE 17TH DAY OF NOVEMBER 1972 WITH THE REGISTRAR OF TITLES OF COOL COUNTY, ILLINOIS AS DOCUMENT NO. 2660814, AS AMENDED FROM TIME TO TIME, TOGETHER WITH A .27777% INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS ARFINED AND SET FORTH IN SAID DECLARATION AND SURVEY AS AMENDED FROM TIME TO TIME) IN COOK COUNTY, ILLINOIS. EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS DATED OCTOBER 15, 1971 AND FILED DECEMBER 3, 1971 AND BY DOCUMENT NO. LR2596889 AND AMENDED BY DOCUMENT NO. LR2660813 FILED NOVEMBER 17, 1971 AND BY DOCUMENT NO. LR2797834, AS SHOWN ON PLAT OF SUBDIVISION FILED NOVEMBER 6, 1972 AS DOCUMENT NO. LR2658600, AND SET FORTH ON PLAT OF SUBDIVISION FILED AUGUST 29, 1973 AS DOCUMENT NO. LR2713801 MADE BY LEVITT RESIDENTIAL COMMUNITIES, INCORPORATED, AND AS CREATED BY DEED FROM LEVITT HOMES, INCORPORATED TO JOEL H. STEIN AND DEBBIE'S. STEIN DATED OCTOBER 24, 1977 AND FILED NOVEMBER 1, 1977 AS DOCUMENT NO. LR2776355 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

× 7/1



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 or rmitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of all plicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, I order 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 Nove; 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; Llens. 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, Bo rower 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 Forrower: (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 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.

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

and will defend generally the fitle to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants BOKKOWER COVENANTS that Borrower is lawfully select of the catale hereby conveyed and has the right to mortgage. Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

und fixiures now or herentier a pair of the property. All replacements and additions shall also be covered by this Security TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances;

and the second s	(spop dizi
#Property	Illinois 6009 5-0000
Assumed (Allah)	Which has the address of
รมถุดผกษาวร	which has the address of 2299 KNOLLWOOD CR

200 Or COOK

Form 3014 9/90 (page 2 of 6 pages)

may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards,

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on

satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall dinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender suborfaith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good Borrower shall promptly discharge any lien which has priority over this Security Instrument-unless Borrower: (a)

the payments.

under this paragraph. If Borrower makes these payments directly, Borrower shall promply furnish to L. ider receipts evidencing on time directly to the person owed payment. Borrower shall promptly furnish to Lender all natices of amounts to be paid shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them Property which may attain priority over this Security Instrument, and leasehold payment or ground rents, if any. Borrower 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

paragraph 2; third, to interest due; fourth, to principal due; and last, to any like charges due under the Note.

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

secured by this Security Instrument. or sale of the Property, shall apply any Funds held by Lender at the tine of acquisition or sale as a credit against the sums any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition

Upon payment in full of all sums secured by this Lewinty Instrument, Lender shall promptly refund to Borrower

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

If the Funds held by Lender exceed the am Ju. its permitted to be held by applicable law, Lender shall account to Borrower

Instrument.

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall the principal of and interest on the debt evidenced by the Mote and any prepayment and late charges due under the Mote. I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:



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 lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to 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 are 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 face of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless ex em ating 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 projecting, 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 defoult and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Leader'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 leaseholo, 30, rower 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 a conforce 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 B prower 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 corrower requesting

payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loar secured 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, from an alternate mortgage insure approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insure 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 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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 is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or se the a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is auth rized to collect and apply the proceeds, at its option, either to restoration or repair of the Property

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

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

11. Borrower Not 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 amortization of the sums secure 1 by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any for bearance by Lender in exercising any right or remedy shall not be

a waiver of or preclude the exercise of any right or remody.

12. Successors and Assigns Bound; Joint and Sevaral 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, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 confected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal ow o under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a printial prepayment without

any prepayment charge under the Note.

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

in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

### MORTGAGE RIDER

LOAN NO. 001-11257

This	Rider	is i	nade	this	25th	day	of	June		, 19 <sub>93</sub>	and i	
incom	porated	into	and	shall	be deemed	i to amo	end a	ind supplen	ent the M	Mortgage	, Deed o	1
Trust	, or De	ed t	o Sec	ure D	ebt (the "	Security	Instr	ument") of	the same	date giv	en by the	e
under	signed	(the	"Bo	rower	") to secu	re Borr	ower	s Note to	Hinsdale	Federal	Bank fo	1
Savin	gs (the	"Lei	nder")	of th	e same dati	e (the "N	Vote"	and cover	ing the pr	operty <b>d</b> e	scribed in	ľ
the Se	ectifity l	nstr	ument	and le	ocated at	2299 K	NOLI	LWOOD CR	······			-
	6	)										
SCHA	UMBUP	ر ن	IL	601	95-0000	المساحة المالية والمراجعة والمراجعة	~~~~~.					
		0	Cx		(1	Property A	ddres	s)				

If anything contained in this Rider shall be inconsistent in any way with the Security Instrument, the terms and conditions of this Rider shall control.

To more fully define what is meant in paragraph 17 of the Security Instrument concerning transfer of property, change in ownership shall mean any transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited to, by virtue of the generality thereof, an option to purchase contained in a lease or in a separate document, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the borrower is a corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an acceleration of the obligation as set forth in the Security Instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise whether it be directly or indirectly, of the premises covered hereby without the consent of the proritagee.

By signing this, Borrower agrees to all of the above.

(Bostower)

JOYD R SLOANS

(Borrower)

Property of Cook County Clerk's Office

This philes is a sign of an analysis of the part of the part applicable the production of the control of the production of the production of the part of the control of the part of the part of the control of the part of the

typikitte ytypia

If supplied cour look in this librar while he incontinue in one was with the fit can be taken that the works are it while a principal kniet that counting

The mone field obstace where is an entire of producing whall seems are almost on eather as the velocity producers, whereas a constraint a heat where we denote the return of the result of the producing the producers of an expression of an expression of the producers of the result of the return of the producers of the return of the return of the producers of the return of the ret

By signing 100. Become in any concentral the above,

April 1995

UNOFFICIAL COPY

129052

LOAN NO. 001-1125799

		, C
KNOFFMOOD CE	t and located at 2299	he Security Instrumen
"Note") and covering the property described in	of the same date (the	Savings (the "Lender"
orrower's Note to Hinsdale Federal Bank for	rrower") to secure B	indersigned (the "Bo
ty Instrument") of the same date given by the	oure Debt (the "Securi	Frust, or Deed to Sec
umend and supplement the Mortgage, Deed of	shall be deemed to	ncorporated into and
si bas £991 , and lo ys	p पनडट sith	This Rider is made

MOKICYCE KIDEK

0000-56109 IJГ SCHAUMEURG

(Property Address)

Instrument, the terms and conditions of this Rider shall control. If anything contained in this Rider shall be inconsistent in any way with the Security

or indirectly, of the premises covered hereby without the consent of the riortgagee. held, and whether or not said change is legal, equitable, or otherwise, whether it be directly the Security Instrument in the event of any change in ownership, however said ownership is meaning of this provision is that there shall be an acceleration of the obligation as set forth in ownership of the beneficial interest in a land trust, if the borrower is a land trust. The preferred, if the borrower is a corporation, or, a change of more than ten percent of the change of ownership of more than ten percent of the corporate stock whether common or the generality thereof, an option to purchase contained in a lease or in a separate document, a premises, whether direct or indirect, which shall include, but not be limited to, by virtue of transfer of property, change in constship shall mean any transfer of title to the subject To more fully define what is meant in paragraph 17 of the Security Instrument concerning

By signing this, Borrower agrees to all of the above.

(Bottower)

(BOTTOWET) CCOYD R SLOAME

**UNOFFICIAL COPY** 

### UNQFIELGHALL RGERPY

LOAN NO. 001-1125799

CA	A 140 P	O 17 17 17 17 17	, , ,		140		
	THIS	CONDOMINIUM I	RIDER is made this	25th	day of	June	199.3
and	is incor	porated into and	shall be deemed to	amend and supple	ement the Mortg	inge, Deed of Tru	st or Security Deed (the
							er's Note to
4441		HINSPALE.	.egderaŭban	K. FOR. SAYI	.NGS	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(the "Lender")
of i	he same	date and coveri	ng the Property desc	cribed in the Sect	urity Instrument	and located at:	
1191		<b>2.29</b> .9KNQt	LWDOILLCR.,	SCHAUMBURG Property Addi	ess)	.1.9.5 - 0.0.0.0	
The	Proper	ty includes a un	t in, together with	an undivided inte	rest in the com-	mon elements of,	a condominium project
kno	wn as:	-	SHEF	FIELD MANO	R		· -
	*********			Name of Condominic	ım Projecti	• • • • • • • • • • • • • • • • • • • •	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

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

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

- A. Condomit we 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: (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all due and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long us 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 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 apse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds 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 such acuches 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 damage, direct or consequential, payable to Borrower in connection with any condemnation 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 assigned and intell be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provider 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 Condominium Project, except for bandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a lab ag 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;
- (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 condominium 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 Condominium Rider.

PATRICIA J SLOANE (Scal)

PATRICIA J SLOANE (Scal)

LLOYD R SLOANE BOTTOWOOD

Property of Cook County Clark's Office

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 as if no acceleration had occurred; (b) curs 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 co lests 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 no ice 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. Bo rower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Lay. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazaroot's 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 in estigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving in: Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrover 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 actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances arrined as toxic or hazardous substances er by Environmental Law and the following substances: gasoline, kerosene, other flammatic of toxic petroleum products, toxic C pesticides and herbicides, volatile solvents, materials containing asbestos or formaldely le, 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 fellowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration unifer 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 florrower 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 forecluse 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

STORY OF STREET

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.

24. Riders to this Security Instrument, the covenants and supplement the covenants and agreements [Check applicable box(es)]	nent. If one or more riders are execute and agreements of each such rider shall of this Security Instrument as if the rider(s)	be incorporated into and shall amend
Adjustable Rate Rider	XX Condominium Rider	☐ 1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
	E RIDER -	
BY SIGNING BELOW, Borrower acc and in any rider(s) executed by Borrower and	PH 17 SUPPLEMENT covenant recorded with it.	is contained in this Security Instrument
Witnesses:	$\bigcirc$ $\checkmark$	
Chusy	PATRICIA J SLO	ANE — (Seal)  ANE —Borrower
0	Social Security Number	
	LLOYD'R SLOANE	Alexander (Seal) -Borrower
9	Social Security Number	
		(Seal) — Borrower
	Social Security Number	***************************************
	94	(Seal) Borrower
	Social Security Number	
	space Below This Line For Acknowledgment)	
STATE OF ILLINOIS, Con.	County ss	: lic in and for said county and state,
do hereby certify that PATRICIA.JSL	·	10
, perso		,
subscribed to the foregoing instrument, app	peared before me this day in person, and	l acknowledged that he . T.
signed and delivered the said instrument as .	their free and voluntary act	, for the uses and purposes therein
set forth,	_	
Given under my hand and official seal	1, this 25th day of Te	ine , 19 93
My Commission expires:  NOTARY INY COM	OFFICIAL SEAL CYNTHIA REIDY PUBLIC STATE OF ILLINOIS IMISSION EXP. MAR. 24,1996	Mias Usaly  Notary Public