



# UNOFFICIAL COPY

867674-03

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

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum herein "Funds" equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the funds held by Lender, together with the future monthly installments of funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents if any.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment therof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFFOREMENTIONED DECLARATION.

SOUTHEASTERLY ALONG SAID NORTHERLY LINE BEING AN ARC CONVEX TOWARD THE LINE OF LAKELAND DRIVE); SOUTHEASTERLY AND HAVING A RADIUS OF 1040.00 FEET FOR A DISTANCE OF 281.08 FEET TO A POINT (HERINNEATER REFERRED TO AS POINT "B") THENCE CONTINUED ALONG SAID ARC AND NORTHERLY LINE FOR A DISTANCE OF 311.00 FEET TO A POINT (TANGENT LINE FOR A DISTANCE OF 50 DEGREES 40 MINUTES 57 SECONDS EAST ALONG THE TANGENT TO LAST DESCRIPTED ARC FOR A DISTANCE OF 42.16 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG AN ARC CONVEX NORTHERLY AND HAVING A RADIUS OF 285.00 FEET FOR A DISTANCE OF 199.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 18 MINUTES 42 SECONDS EAST ALONG THE TANGENT TO LAST DESCRIPTED ARC FOR A DISTANCE OF 101.69 FEET TO THE NORTHEAST CORNER OF LOT 4 AFORESAID; THENCE SOUTH 00 DEGREES 41 MINUTES 18 SECONDS WEST ALONG THE EAST LINE OF LOT 4 AFORESAID 704.32 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT "A" HERINNEFORTE DESCRIPTED, THENCE NORTH 38 DEGREES 44 MINUTES 58 SECONDS EAST 149.61 FEET, THENCE NORTH 00 DEGREES 40 MINUTES 28 SECONDS EAST 240.00 FEET; THENCE NORTH "B" 09 DEGREES 05 MINUTES 50 SECONDS WEST 277.52 FEET TO POINT "B" HERINNEFORTE DESCRIPTED, IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 4 IN DUNBAR LAKES BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE EAST LINE OF LOT 4 AFORESAID, 704.32 FEET, SOUTH 00 DEGREES 41 MINUTES 18 SECONDS WEST FROM THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 41 MINUTES 18 SECONDS WEST ALONG SAID EAST LINE 270.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 86 DEGREES 18 MINUTES 42 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 4 AFORESAID 319.93 FEET ALONG THE SOUTHERLY LINE OF CURVATURE IN SAID SOUTHERLY LINE; THENCE WEST 01 DEGREES 18 MINUTES 42 SECONDS WEST ALONG THE NORTHERLY LINE OF CURVATURE IN SAID SOUTHERLY LINE 316.75 FEET TO A POINT "A"; THENCE (SAID POINT HERINAFTER REFERRED TO AS POINT "A")! THENCE WEST 01 DEGREES 18 MINUTES 42 SECONDS WEST ALONG THE NORTHERLY LINE OF CURVATURE IN SAID SOUTHERLY LINE; THENCE WEST 01 DEGREES 18 MINUTES 42 SECONDS WEST ALONG THE NORTHERLY LINE OF CURVATURE IN SAID SOUTHERLY LINE 316.75 FEET TO A POINT OF TANGENCY (BEING AN ARC CONVEX SOUTHERLY AND HAVING A RADIIUS OF 907.41 FEET) FOR A DISTANCE OF 316.75 FEET TO A POINT OF TANGENCY (BEING AN ARC CONVEX SOUTHERLY AND HAVING A RADIIUS OF 907.41 FEET) FOR A DISTANCE OF 316.75 FEET TO A POINT OF TANGENCY (SAID POINT HERINAFTER REFERRED TO AS POINT "B"); THENCE CONVEX SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF CURVATURE TO A POINT OF TANGENCY (BEING AN ARC CONVEX SOUTHWESTERLY AND HAVING A RADIIUS OF 200.00 FEET FOR A DISTANCE OF 235.83 FEET TO A POINT OF TANGENCY; THENCE CONVEX SOUTHWESTERLY AND HAVING A RADIIUS OF 200.00 FEET FOR A DISTANCE OF 235.83 FEET TO A POINT OF TANGENCY, THENCE CONVEX EASTERLY AND HAVING A RADIIUS OF 300.00 FEET FOR A DISTANCE OF 51.16 FEET TO A POINT OF TANGENCY, THENCE NORTH 09 DEGREES 05 MINUTES 50 SECONDS WEST ALONG THE TANGENT TO LAST DESCRIBED ARC FOR A DISTANCE OF 101.80 FEET TO A POINT IN THE NORTHERLY LINE OF AFORESAID (BEING ALSO A POINT

AN UNDIVIDED 2.5964 INTEREST (EXCEPT THE UNITS DELINERATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

ITEM 2

UNIT 107F AS DESCRIBED IN SURVEY DELINERATED ON AND ATTACHED  
TO AND PART OF DECLARATION OF CONDOMINIUM OWNERSHIP  
REGISTRED ON THE 21ST DAY OF MAY, 1975, AS DOCUMENT NUMBER  
2808762.

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Property of Cook County Clerk's Office

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**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

  
Borrower DANIELLE JANKOWSKI (Seal)

  
Borrower PETRONELA BAGINSKI (Seal)

Borrower (Seal)

Borrower (Seal)

(Sign Original Only)

STATE OF ILLINOIS.

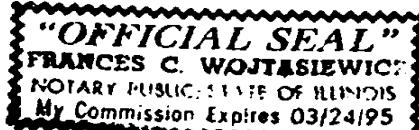
DuPage Count, IL

I, FRANCES C. WOJTAŚIEWICZ, a Notary Public in and for said county and state, do hereby certify that DANIELLE JANKOWSKI, DIVORCED NOT SINCE REMARRIED AND PETRONELA BAGINSKI, DIVORCED NOT SINCE REMARRIED personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that "I the Y signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24TH day of APRIL

1993

My Commission expires:



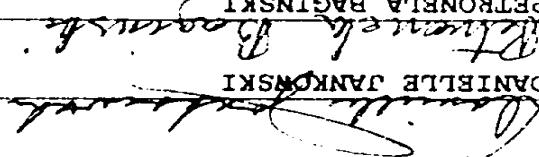
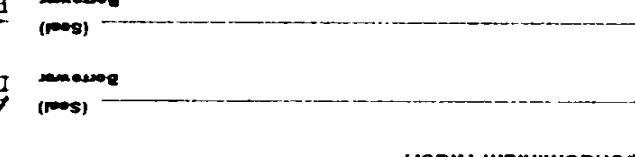
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

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MULTISTATE CONDOMINIUM RIDER-SHARE FORM - Federal Home/Federal Home MULTISTATE INSTRUMENT Form 2140-8/80 DPS 1118

93334561

DANIELLE JANKOWSKI 	PETRONELA BAGINSKI 
(Seal) 	(Seal) 

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Note and shall be payable, with interest upon notice from Lender to Borrower requesting payment, at the rate and terms of payment, these amounts shall bear interest from the date of disbursement at the additional debt of Borrower secured by the Security Instrument unless Borrower and Lender agree to otherwise pay them. Any amounts disbursed by Lender under this Paragraph F shall become Lender may pay them. Any amounts not pay condominium dues and assessments when due, then F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then maintenance by the Owners Association unacceptable to Lender.

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

(iii) termination of professional management and assumption of self-management of the Owners Association; or  
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(i) the abandonment 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;

termination required by law in the case of the Condominium Project, except for abandonment or

E. LENDER'S PRIOR CONSENT. Borrower shall note, except after notice to Lender and with Lender's prior written consent, either partition or subdivision the Property or consent to:

F. 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, whether or of the sums secured by the Security Instrument as provided in Uniform Convention 10.

Lender to the extent of coverage to Lender.

G. 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,

Securitry instrument, with any excess paid to Borrower.

Borrower are hereby assigned and shall be paid to Lender to the unit or to common elements, any proceeds payable to following a loss to the Property, whether to the unit or in lieu of restoration or repair

In the event of a distribution of hazard insurance in the event of a repair shall give Lender prompt notice of any lapse in required hazard insurance coverage.

Borrower shall provide Lender with any information required to maintain hazard insurance coverage.

the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

(iii) Borrower's obligation under Uniform Convention 5 to maintain hazard insurance coverage on

of the yearly premium installments for hazard insurance on the Property; and

then: (ii) Lender waives the provision in Uniform Convention 2 for the monthly payment to Lender

hazards Lender requires, including fire and hazards included within the term, extended coverage.

Lender and which provides coverage in the amounts, for the periods, and against the insurance carrier, a master or blanket policy on the Condominium Project which is satisfactory to

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted imposed pursuant to the Constituent Documents.

A. CONDOMINIUM OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the

Condominium Project, which creates the Condominium Documents. The "Constituent Documents" are the

Condominium Project, Borrower shall perform all of Borrower's obligations under the

Condominium Project, in addition to the covenants and agreements made in the Security

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security

shareholders, the Property also includes Borrower's interest in the Owners Association and members of

(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 of use of its members or

any other instrument which creates Borrower's interest in the Owners Association and the uses,

proceeds and benefits of Borrower's interest.

The Property includes a unit in, together with an undivided interest in the common elements of a

Condominium Project known as:

DUNBAR LAKE ASSOCIATION NUMBER 2  
(Project # 100-0001)

1993, 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

CRAGIN FEDERAL BANK FOR SAVINGS  
632 SCHOOENER POINT, SCHUMBURG, ILLINOIS 60194  
(located at)

(the "Lender") of the same date and covering the Property described in the Security Instrument and

of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the

Borrower), to secure Borrower's Note to

THE PROPERTY includes a unit in, together with an undivided interest in the common elements of a

Condominium Project known as:

6-67674-03

**CONDOMINIUM RIDER**