SUDORDINATION AGREEMENT

# Party") and J. Robert Christensen and Joyce (hereInafter collectively researche "Borrowers").

E. Christensen

WHEREAS, the Lender as a condition precedent to the origination to the Borrowers requires the subordination of the lien held by the subordinating Party; WHEREAS, the Lender as a condition precedent to the origination of a loan

WHEREAS, the Subordinating Party agrees to subordinate its lien on that property identified on the attached Exhibit "A" (hereinafter the "Property");

HOW, therefore in consideration of Ten Dollars (\$10.00) in hand paid by the Borrowers to the Lender and the Subordinating Party and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Borrowers, the Lender and the Subordinating Party hereby mutually agree as follows:

- 1. The Superior debt is more fully described in a Note (the "Note") in the original principal sum of \$ 69,500.00 executed by the Borrowers, made payable to Lender and secured by a Mortgage filed/recorded or to be filed in the Office of the Registrar/Recorder of Cook County, Illinois, copies of which are attached heroto as Exhibits A and B.
- 2. The Superior debt shall be defined to include not only the principal sum of the Note but also any and all interest, late charges, attorney's fees, advances for real estate taxes or insurance, along with any and all other sums which may become due and payable under the terms of the Note or the Mortgage along with any additional advances which may be made pursuant to the terms of said Mortgage. The terms of said Note and Mortgage are incorporated by reference herein as if fully restated here at.
- 3. The subordinated debt is more fully described in a Note in the original principal sum of \$ 65,000. Previously executed on the 21 day of Tuly 1989 by the Borrowers and secured by a Hortgage dated the 21 day of Tuly 1989 and recessed/registered as Document No. 2518782 in the Registrar/Recorder's Office of Cook County, Illinois.
- 4. The Subordinating Party agrees that the subordinated debt and all sums secured thereby is made subordinate, subject and inferior by this Agreement to the Superior debt held by the Lender.
- The Subordinating Party as an inducement to Tender to make its Mortgage to the Borrowers warrants as follows: That the Borrowers are not in default of their obligations as may be set forth in the substrains ter ROING \$43.00
  - That the execution of the Note and Mortgage to Lender shall not constitute a default of the Borrowers obligation to the Subordinating Party.
  - c. That in the event of a default under the subordinated debt, the Subordinating Party agrees to advise the Lender of such default and any actions of Borrowers which may be required to cure the same.
- 6. Lender, may, without the prior consent of the Subordinating Party and in solely Lender's discretion, release any party primarily or secondarily liable upon the Superior debt or may permit substitution or withdrawals of any security or collateral at any time securing payment of said indebtedness, release any such security or collateral, renew or extend or accept any partial payments upon said superior debt, or alter the terms in such manner as Lender shall deem proper, of any such instruments evidencing or securing such superior debt or any part thereof without in any manner impairing its rights hereunder. It shall not be necessary for Lender to exhaust its remedies against any person obligated to pay the Superior debt.

  CKA 50 S. Dee Rd- unit B, Park Rigg.

debt more fully described above.

09-34-101-038-1002

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UNIT NUMBER 50"B" IN FOREST EDGE TOWNHOMES CONDOMINIUM AS DELLEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT IN FOREST EDGE SUBDIVISION OF LOT I IN MC CABE'S DEE ROAD SUZZIVISION OF PART OF THE THIRD PRINCIPAL MERIDIAN, ACCOBING TO THE ELAT LHEREOF FILED OF THE THIRD PRINCIPAL MERIDIAN, ACCOBING TO THE ELAT LHEREOF FILED MAY 27, 1976 AS DOCUMENT 2871930 AND THE SOUTH 114 P.FT OF THE NORTH 521.5 FEET OF THE NORTH MANCE 12 EAST OF THE NORTH MAST IN TAKEN FOR PUBLIC ROADWAY), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINUM FILED AS DOCUMENT LR 3444070, TOGETHER WITH ITS UNDIVIDED PELCANTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOTS.

- 7. This Agreement constitutes a continuing subordination until the Superior debt and all money secured theraby, is released and a release of the Superior debt registered/recorded against the property. This Agreement is cumulative of all other rights and securities to Lender. No waiver by Lender of any right hereunder or its Note or Mortgage shall effect or impair its rights in any manners thereafter occurring. Any forbearance by the Lander shall not be deemed to be a waiver by Lender of any rights that it may have.
- 8. The Borrowers and the Subordinating Party agree to execute such further instruments as may, in the opinion of Lender, be necessary or appropriate to fully carry out the intent and purpose hereof.
- 9. This Agreement shall be governed by the laws of the State of Illinois.
- 10. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto, but the Subordinating Party covenants that it will not assign the claim of the Subordinating Party or any party thereof, without making the rights and interest of said assignes subject in all respects to the terms of this Agreement.

IN WITNESS WHEREOF, the indersigned have set their hand and seal this 7th day of 7th day of 7th 19 23.

BORROWERS

LENDER:

CRAGIN FEDERAL BANK EST SAVINGS

FIRST NATIONAL BANK, Des Plaines, IE

SUBORDINATING PARTY

By:

LENDER:

Attent:

Attent:

May at Authorite

May at

OFFICIAL SEAL"
Lauri J. Cieslak
Notary Public, State of Illinois
My Commission Expires 6/19/95

Property of Cook County Clerk's Office

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STATE OF ILLINOIS UNDEFICIAL COPY	· .
COUNTY OF COOK	
I, Werey C. Biely do hereby certify	
J. Robert Christensen and Jouce E. Christen Sen personally	known to me
- to be the same persons whose hamas who are subscribed to the forego	ina
instrument, appeared before me this day in person and acknowledged signed and delivered the said Subordination Agreement as their free	that they
voluntary act for the uses and purposes set forth therein.	e celler
Given under hand and official seal this Z day	, 1925
OFFICIAL SEAL HENRY C. KIELY	
NOTARY PUBLIC STATE OF ILLINOIS MY CONTHISSION EXP. OCT. 5.1994	
W. 3.1944	
* * * * * * * * * * * * * * * * * * * *	_
STATE OF ILLINGIS )	
SOUNDE OF SOOK S	
COUNTY OF COOK )	
I, Rosa Ratajczyk do hereby certify	hat
Theodore E. Kiewicz , personally known to me to be the Vice President Cragin Federal Bank for Savings, a Unit	and Observe
Chartered Savings Bank, and Lori Grey , personally	known to
chartered Savings Bank, and Lori Grey, personally me to be the Assistant Secretary of said Cragin Federal But Savings and said persons personally known to be the same persons with the same persons w	ink for
Savings and said persons paragnally known to be the same persons who are subscribed to the foregring instrument, appeared before me	1086 hames
person and severally acknowledged that as such Theodore E. Kiewicz	and
person and severally acknowledged that as such Theodore E. Kiewicz Lori Grey they signed and delivered the foregoing Subordination Agreement and caused the corporate seal of Cragin Feb.	
for Savings to be affixed thereto, pursuant to the authority given	by the
Board of Directors of Cragin Federal lank for Savings as their free	and
voluntary act, and as the free and voluntary act and deed of Cragin Bank for Savings, for the uses and purposes set forth therein.	rederal
	10 93
Given under my hand and official seal this 7th day May	, 19
"ONFICIAL SEAL"	3
TOTAL PATAJCZYK	<b>}</b>
NOTARY PUBLIC NOTARY PUBLIC STATE OF ILLINOIS My Commission Exples DE 28193	. <b>3</b>
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RECORD AND RETURN TO:

CHICYGO' IPPINOIS 68909 2133 MEST FULLERTON AVENUE CRAGIN FEDERAL BANK FOR SAVINGS

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MORTGAGE

3-67870-02

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HUSBAND AND WIFE AND JOYCE E. CHRISTENSEN, J. ROBERT CHRISTENSEN THIS MORTGAGE ("Security Instrument") is given on E66T 'L

"Borrower"). This Security marrim on the SAVINGS. ("Borrower"). This Security Instrument is given to

Pollars (U.S. \$ 001009169 AND 00/100 SIXIX NINE THOUSAND FIVE HUNDRED -"Lender"). Borrower owes Lender the principal sum of 68909 CHICAGO, ILLINOIS address is 5133 WEST FULLERTON AVENUE asoum pun ' which is organized and existing under the laws of THE UNITED STRIES OF AMERICA

County, Illinois: destrined property located in COOK Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and the Note, For this following protect the security of this Security Instrument; and (e) the performance of Borrower's coverants and agreements under this extensions and modifications of the Note; (b) the payment of all other sums, with into est, advanced under paragraph 7 to This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, 800Z 'T monthly payments, with the full debt, if not paid earlier, due and payable on TLINE This debt is evidenced by Horrower's note dated the same date as this Sicurity Instrument ("Note"), which provides for

COMMON ELEMENTS IN COOK COUNTY, ILLINOIS. LR 3444070, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM FILED AS DOCUMENT (EXCEPT THAT PART TAKEN FOR PUBLIC ROADWAY), WHICH SURVEY IS ATTACHED 34, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN SALIS FEET OF THE EASTERLY 267.3 FEET OF THE WORTH WEST 1/4 OF SECTION MAY 27, 1976 AS DOCUMENT 2871930 AND THE SOUTH 114 FEET OF THE NORTH OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED PART OF NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 12 EAST FOREST EDGE SUBDIVISION OF LOT 1 IN MC CABE'S DEE ROAD SUBDIVISION OF PART OF LOT 1 IN A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: UNIT NUMBER 50"B" IN FOREST EDGE TOWNHOMES CONDOMINIUM AS DELINEATED, ON

VE EXCHLE VAD EVERMENTS

COVENANCE

93386545

THIS MORTGACE IS SOMETHAND ALL RIGHTS, RICHTS AND EASEMENTS FOR THE BENEFIT OF SATE APPORTENAMY TO THE ABOVE DESCRIBED REAL ESTATE, COCCESSORS VND VSSIGNS' MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITTS

RESTRICTIONS, CONDITTONS.

Exhibit A

3-67870-02

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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY IN STRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction the institute 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 deby 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 it an amount not to exceed the maximum amount a lender for a federally related mortgage toan 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. Section 2001 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, coller, 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 deposition insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal rione 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 a herwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Porrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid or 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 some by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, I ender 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 acciency 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 of and to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the requisition 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.

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Exhibit

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5. Hazard or Property Instrumes Coronya shall seek the improvement, my conting or hereafter erected on the Property insured against loss by ite, intended within the Property insured against loss by ite, intended within the Property insured against loss by ite, intended within the Property insured against loss by ite, intended within the Property insured against loss by ite, intended within the Property insured against loss by ite, intended within the Property insured against loss by ite, intended within the Property insured against loss by ite, intended within the Property insured against loss by ite, intended within the periods in the amounts and for the periods in the period in the periods in the period in the per 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 falls 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 Londer 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 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.

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 of 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 in trument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially fulse 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 nequires 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 Be rroy or fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that was significantly affect Lender's rights in the Property (such as a proceeding in hankruptcy, probate, for condemnation or forfeitule 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 tien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Almough 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 auditional debt of Borrower secured by this Security instrument. Unless Borrower and Lender agree to other terms of payn ent, these amounts shall bear interest from the date of dishursement at the Note rate and shall be payable, with interest, upon ratice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the 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 symmetrially equivalent to the cost to Porrower of the mortgage insurance previously in effect, from an alternate mortgage in arer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender evan 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 instance. Loss reserve

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EXACUIT A 3-67870-02 payments may no longer be required at the option of Expelor, if mortgage improper coverage (in the amount and for the period that Londor requires) provided by an aburer a project by Londor 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 then of condemnation, are hereby assigned and shall be paid to Leader.

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. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrowe, and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums second 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 settle a claim for day ares, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 11. Borrower Not Released; Forhearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Bernever 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 secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) 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 Borrows, may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the New Athout that Borrower's consent.
- 13. Luna Charges. If the loan secured by this Security Instrument is subject to a lay which sets maximum loan charges. and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount recessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note of by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Natices. 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 directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to 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 he severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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17. Transfer of the Property of a Lenel dad 1 stores in Burgayer, If all, or my and the Property or any interest in It is sold or transferred (or if a behavioral attender in Borrower and thor transferred and Britania 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 Borrawer 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) 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 said 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. Be rower 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 also 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 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 defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, ke osene, 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 how of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further and cannot and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrowe, 5 dor to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not pror 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, 1 y 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 course. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assect in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and forechastic. 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 oro ided 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. Wniver of Homestead. Borrower waives all right of homestead exemption in the Property.

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with this Security instrument, the equenants and agreements of each shift rider shall be incorporated into and shall amond and supplement the sevenants and agreements of this Security Instrument as if the rideris) were a part of this Security Instrument. (Check applicable box(es)) Adjustable Rate Rider Condominium Rider 1-4 Family Ridor **Graduated Payment Rider** Planned Unit Development Rider Blweekly Payment filder **Balloon Rider** Rate Improvement Rider Second Home Rider V.A. Rider Other(s) (specify) BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. J. ROBERT CHRISTENSEN (Soal) Witness Borrower Soel CHRISTENSEN Witness Borrower (Sual) Collain Clarks Office Borrowes (Seal) Dorrower STATE OF ILLINOIS, COOK , a Notary Public in and for said county and state do hereby certify that J. ROBERT CHRISTENSEN AND JOYCE E. CHRISTENSEN, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth Given under my hand and official soal, this Ath day of NO My Commission Expires: OFFICIAL SEAL HENRY C. KIELY Page 0 of 6 **DPS 1094** 

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### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 7TH day of MAY

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

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

50 SOUTH DEE ROAD-UNIT B, PARK RIDGE, ILLINOIS 60068

(Property Address)

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

(Hann of Condominium Project)

(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.

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

A. CONDOM NI JM OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the Condominium Projects 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 dues and assessments imposed pursuant to the Constituent Documents.

B. HAZARD INSURANCE Sp. long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" of "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance goverage 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 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.

In the event of a distribution of hazard increase 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 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, whether of the unit or of the common elements, 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 Londer 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, excert or 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.  $\mathcal{E}_{i}$ 

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.

(Seel)	F. Went Churchen man	(Seal)
Barrower	I. ROBERT CHRISTENSEN	Borrower
(Seal)	proceed the singer	(Soel)
Borrower .	∕JOYCE E. CHRISTENSEN	Borrower

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Exhibit B LOAN NO. 3-67870-02 NOTE

MAY

50 SOUTH DEE ROAD-UNIT B, PARK RIDGE, ILLINOIS 600E8 (Property Address)

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ -- 69,500.00 ----(this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CRAGIN FEDERAL BANK FOR SAVINGS,

A FEDERAL CORPORATION

Lundarstand

that the Lander may transfer this Note. The Lander or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a 7.2500 %. yearly rate of

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in. Section B(B) of this Note.

#### 3. PAYMENTS

(A) Time and place of Payments

I will pay principal and interest by making payments every month.

1ST day of each month beginning on JULY I will make my nior thly payments on the

19 93. I will make there payments every month until I have paid all of the principal and interest and any other charges described below that I may tive under this Note. My monthly payments will be applied to interest before principal. If, on 1, 2008 , I still own amounts under this Note, I will pay those amounts in full on that date, JUNE which is called the "maturity date"

I will make my monthly payments at CHICAGO, ILLINOIS 60639

5200 WEST FULLERTON AVENUE

or at a different place if required by the Note Holder.

(B) Amount of monthly Paymante

634.44 My monthly payment will be in the amount of U.S.\$

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment. " When I make a prepayment, 😂 " tell the Note Holder in writing that I am doing so.

I may make a full propayment or partial propayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this wan exceed the permitted limits, then: (I) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me the Note Holder may choose to make this ratund by reducing the principal I owe under this Note or by making a direct ( syment to me. If a retund reduces principal, the reduction will be treated as a partial prepayment.

### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late charge for overdue payments

If the Note Holder has not received the full amount of any monthly payment by the end of calendar 5 % days after the date it is due, I will pay a late charge to the Note Holder. The amount of the anarge will be of my overdue payment of principal and interest. I will pay this late charge promptly but only or we on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in developed.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that If I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I own on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Walver By Note Holder

Even If, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Cost and Expenses

if the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder is notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

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EXKIDIT B

8. OBLIGATIONS OF PERSONS DIPLEMENT HIS NOTICE AL. 300 PY

if more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I own under this Note. Some of those conditions are described as follows:

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, natural person), without Lender's prior written consent, Lander 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's 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 the 133 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Courity instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. THIS NOTE HEREBY INCORPORATES THE TERMS AND CONDITIONS OF THE MORTGAGE BEARING EVEN DATE HEREWITH.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Soal)	J. hourt climation -
~Borrower	ROBERT CHRISTENSEN
ieu(Seal)	Lacre Co. Considerson
~Barrower	BOYCE E. CHRISTENSEN
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-Borrower	
(Seal)	95
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(Sign Original Only)	9
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