#### 96116745

DEPT-01 RECORDING

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T40012 TRAN 9115 02/13/96 12:43:00

48573 + DT #--96-116745

COOK COUNTY RECORDER

#### CHICAGO TITLE INSURANCE COMPANY

4849 WEST 167th STREET, ONK FOREST, ILLINOIS 60452 (312) 560-0660



THIS IS A CERTIFIED COSY OF THE INSTRUMENT RECORDED AS

DOCUMENT NUMBER 95 6.36 22

Magain Hum

BUD

STATE OF ILLINOIS, COOK COUNTY SS:

	, THE	UNDERS <mark>ig</mark> i Y Certify	NED, A	NQTARY	PUBLIC	IN AND/FO	R SAID	COUNTY	AND	STATE,
00	HEREB	Y CERTIFY	THAT	MA	me	6- 10-p.1.	34.	ering die verschaan der erweite der der		

PERSONALLY KNOWN TO BE THE SAME PERSON(S) WHOSE NAME(S) SUBSECRIBED TO THE FOREGOING LOSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED TIME SALE SIGNED AND DELIVERED THE SAID INSTRUMENT AS LOC FREE AND COLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

1976. GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 12 DAY OF FEBRUARY

MY COMMISSION EXPRIES:

OFFICIAL SEAL"
MARY ANN BAXTER
Notary Public, State of Illinois
My Commission Expires 11/24/99

Many PUBLIC TO

This document is herry researched to carreer legal over amend

**36116745** 

**BOX** 166

95636313

Prepared by

JOYCE PAPPALARDO BOO BURR RIDGE PKWY

BURR RIDGE, 25 60521-6486

95042777

DEPT-01 RECORDING

T#0012 TRAN 6521 09/20/95 15:05:00

49692 / CG #--95-636313

COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument" is given on

SEPTEMBER 18, 1995

. The mortgagor is

GERALD L SPRINGER AND NORINE M SPRINGER, HIS WIFE

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

STANDARD EEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of address is

THE UNITED STATES OF AMERICA

and whose

4192 S. ARCHER AVE, CHICAGO, ILLINOVS

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

ONE HUNDRED SIXTY THOUSAND DOLLARS & NO CENTS

Dollars (A.S. \$

160,000.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 2025

This Security Instrument secures to I ender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and represents under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to 1, muer the following described property located in County, Illinois.

SEE ATTARCED LEGAL DESCRIPTION RIDER

PERMANENT INDEX NUMBER: 27-34-401-003-0000

which has the address of

18206 S MOCKINGBERD LANE

TINLEY PARK

[Surer, Cay].

Illinois 60477

2006(IL) 11507

1209 Code1 ("Property Address");

ILLINOIS-Single Family-FRIMA/FHLMC UNIFORM leader & 2. MR INSTRUMENT Form 3014 9/90

Printed on Rec poled Paper

MMP MOREGAGE CORES, property 1291

BOX 333-CTI



INCHAITER WITH all the improvements now or hereafter erected on the property, and all casements, 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."

HORROWER 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 unencombered, except for encombrances of record. Borrower watrants and will defend generally the title to the Property against all channs and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the hore 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, Botrower shall pay to Lender on the day nonthly payments are due under the Note, until the Note is paid in full, a sum ("Fonds") for, (a) yearly taxes and assessments which may attain priority over this Security Instrument as a hen on the Property; (b) yearly leasehold payments or ground teats on the Property, it any, (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, it any, (e) yearly materials by Borrower to Lender, in accordance with the provisions of paragraph 8, in hen of the payment of mortgage insurance premiums. These items are called "liserow Items." Fender may, at any time, soffect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may respons for Borr, wer's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to true 12 G.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, collect and hold bunds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds s'are on the basis of current data and reasonable estimates of expenditures of future becrow fiends or otherwise in accordance with applicable law.

The bunds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity tinchiding Lender, if Lender is such an institution Lo. in any Federal Home Loan bank. Lender shall apply the Funds to pay the Escrow Reins. Lender may not charge Borrower for holling and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Reins, unless Lender pays Borrower inserts on the bunds 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 regarded to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that inverest apar 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 early debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Finids held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrowpe for the excess Funds in accordance with the requirements of applicable how. If the amount of the Funds held by Lender at any time is not sufficient to pay the Fisciow 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 more 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 Horrower any Funds held by Lender. II, under paragraph 21, Lender shall acquire or sell the Property. Lender, nrie, 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 equivate the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lend. Under paragraphs 1 and 2 shall be applied. That, 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; Lieus. Borrower shall pay all taxes, assessments, charges, tines 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 it not paid in that manner, borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish to Lender all notices of mnounts to be paid under this paragraph. It Borrower makes these payments directly. Borrower shall promptly turnish to Lender receipts evidencing the payments.

Horrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the abhipution secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or detends 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.

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 Horrower.

Unless Lender and Sorrower 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 Society Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instruction, whether or not then due, with any excess paid to Borrower. If Horrower abandons the Property, or does not answer windy, 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, elected 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 manediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Horrower 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 Horrower's principal residence for at least one year after the date of occupancy, unless I ender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externating circumstances exist which are beyond Borrower's control. Porrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Horrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument of Lender's security interest. Horrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action of proceeding to be dismissed with a rating that, in Lender's good faith determination, precludes forfeiture of the Borrower's increst in the Property or other material impairment of the fien created by this Security Instrument or Lender's security interest. It proves 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, the luding, but not limited to, representations concerning flortower's occupancy of the Property as a principal residence. If this Section Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title is 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. It 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 bankrippey, probate, not condemnation of torfeture or to enforce laws or regulations), then Lender may do and pay for whitever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may metode paying any sums seemed by a free which has priority over this Security Instrument, appearing in court, paying reasonable automorys' (see and entering on the Property to make repairs. Although Lender may take action under this paragraph 3. Lender does not have to do so

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

8. Mortgage Insurance, If Lender required martgage 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 manages coverage required by Lender lapses or ceases to be in effect, Horrower shall pay the premiums required to

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mertgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. I ender 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 Lorde.

In the event of a detal taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then die, 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 estuced 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 by 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, unless than the amount of the sums secured immediately before the, taking, unless thorrower 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 it after notice by Lender to Borrower that the condemnor offers to make any award or settle a claim for damages. Borrower facts 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 at y application of proceeds to principal shall not extend or postpone the due date of the mouthly payments referred to in paragraphs. I 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 successor; 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 many 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; John 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 was 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 (e) agrees that Lender and any other Borrower may agree to extend, madify, 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 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 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. Leader may choose to make this refund by reducing the principal owed under the Note or 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. Notices. Any notice to Horrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class utail 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

I Lender's address stated berein or any other address Lender designates by notice to Hostower. 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. Horrower'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 and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all super secured by this Security Instrument. However, this option shall not be exercised by Lender it exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lender exercises his option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the late the notice is delivered in mailed within which Borrower must pay all sums secured by this Security Instrument. It Borrower tails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instruction without further notice or demand on Borrower.
- 18. Borrower's Right to Relistate. It Borrower megts 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 petiod 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 sams 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' Section and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights of the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reliestatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if in 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 Contial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrow'r. 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 also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, hisposal, storage, or release of any Hazardous Substances on or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not noply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to the Property residential uses and to maintenance of the Property.

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

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

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

21. Acceleration; Remedies. Leader shall give notice to Borrower prior to acceleration following Burrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

#### **UNOFFICIAL CC**

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 forcewer of the right to reinstate after acceleration and the right to assert in the forceiosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incorred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

23. Walver of Homestrad, Borrower waive	's all right of homestead exemption in	the Property.	-
24. Riders to this Security Instrument. If Security instrument, the covenants and agreement the covenants and agreements of this Security Inst [Check applicable hoxies]	is of each such rider shall be incorpor trument as if the (ider(s) were a part c	ated into and shall amend and su it this Security Instrument.	with this pplement
K Admistable Rate Rider Graduated Payment Rider Balloon Rider VA Rider R	Condominium Rider Planned Unit Development Rulet Rate Improvement Rider Other(s) (specify] L.E.G.A.L. DESCI	1 4 Family Rider	
BY SIGNING BELOW, Borrower accepts a to any rider(s) executed by Borrower and recorder	d with a		ment and
Witnesses.	GERALD L B	d Junge B	(Scul) Donower
	HORINE & B	H.Stuiger PRINGER	(Scal) Honower
	(Scal) Normer	374	(Scal) Ponowe
STATE OF HAINOIS,  1. After Conference great	Comp.	ly M: CO ) K	والأفويس والم

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GERALD L SPRINGER, AND NORTHE M SPRINGER HIS WIFE

A Notary Public in and for some IER, AND NORINE M. SPRINGRAM.

personally known to me to be the same person(s) whose name(s) of day in person, and acknowledged that the insert and purposes therein set forth.

The RMBER. 1995. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as Given under my hand and official scal, this IBTH

My Commission Expires 5 20 %

Magarea Klains

"OPFICIAL SEAL" MARGARET HARMS Notary Public, State of Illinois My Commission Express 5/20/96

# 9611674

#### **UNOFFICIAL COPY**



#### CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 007561907 OF

STREET ADDRESS: 18206 MOCKINGBIRD LANE

CITY: TINLEY PARK

COUNTY: COOK

TAX NUMBER: 27-34-401-003-0000

LEGAL DESCRIPTION:

PARCEL 1:

THE SOUTH 33.89 FEXT OF THE NORTH 112.74 FRET OF THE WEST 72.07 FRET OF THE EAST 95 FEET OF LOT 164 IN PHEASANT LAKE TOWNHOMES UNIT 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 07 THE SOUTHEAST 1/4 OF SEC 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

RASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE PHEASANT LAKE TOWNHOMES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS, RECORDED OCTOBER 11, 1994 AS DOCUMENT 94871914 AS AMENDED, AND AS CREATED BY DEED FROM HERITAGE TRUST COMPANY AS TRUSTER UNDER TRUST AGREEMENT DATED MAY 12, 1988 AND KNOWN AS TRUST NUMBER 88-3316 TO GERALD L. SPRINGER JR. AND NORINE M. SPRINGER RECORDED SEPTEMBER 20, 1995 AS DOCUMENT 95646312 AND RERECORDED JANUARY 3, 1996 AS DOCUMENT 96009160 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS

#### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18TH day of SEPTEMBER 1995, 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

STANDARD FEDERAL BANK FOR SAVINGS

4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632 (the "Lender") of the same true and covering the Property described in the Security Instrument and located at:

18206 S MOCKINGBIRD LANE

TINLEY PARK

16 60477

Property Address]

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

RESTRICTIONS, EASENENTS, LIENS AND COVENANTS

(the "Declaration").

The Property is a part of a planned unit development known as

PHEASANT LIKE TOWNHOMES

18 and of Planned Unit Development

(the "PUD"). The Property also includes no ro ver's interest in the homeowners association or equivalent entity owning or managing the common areas and a cilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

- A. PUD Obligations. Borrower shall perform all of becrewer's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration: (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association, and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, while a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory. Dender and which provides insurance coverage in the amounts, for the periods, and against the hazards I ender 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 especiation policy.

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

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

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.

MULTISTATE PUD HIDER - Single Family - Famile Mac/Freddie Mac UNIFORM INSTRUMENT

Farm 3150 9/90



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- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PIDD, or for any conveyance in lieu of condemnation, are bereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lander to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Dorrower shall not, except after notice to Lender and with Londer's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by have or the case of substantial destruction by five or other canality or in the case of a taking by condemnation or empent domain.
- (02) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit as reader;
- (1912) Ecommation 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 manuance coverage maintained by the Ovine's Association unacceptable to Londer.
- F. Remedles. It Berriwer does not pay POD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph P shall become additional debt of Borrower secured by the Security Instrument. Unless Possower 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 POD Rider.

Should A. Lorinan Ch	<b>a</b>
-GERALD I. STRINGER JR	(Scal) -Honower
NORTHE H SPRINGER	(Seal) -Hornwer
75	(Scal) Borrower
	(Scal) -Borrower

5001049337 ARM PLAN NO. 0032

#### ADJUSTABLE RATE RIDER

(1 Vent Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 18TH day of SEPTEMBER 1995, 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 Adjustable Rate Note (the "Note")

STANDARD FRDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the property described in the Scenrity Instrument and located at:

18206 S MOCKINGBIRD LANE

**INTERNITARIA PARK** 

11.

60477

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.750 the interest rate and the monthly payments, as follows:

%. The Note provides for changes in

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES (A) Change Dates

The interest rate I will pay may change on the first day of OCTOBER 1, 1998, and on that day overy 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on on Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 4 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 mays before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Folder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Culculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS potentage point(x) (2,75 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one eighth of one percentage point (9 125%). Subject to the hours stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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# 95636348116745

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 4.750 or less than %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for 12.750 the preceding twelve months. My interest rate will never be greater than

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(Y) Notice of Changes

The Note (lo der will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the little and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or se 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 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender large charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument

unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full. 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 Horrower.

BY SIGNING BELOW,	Rorrower accepts and	agrees to	the	terms and	covenunts	c sata ned	in this	Adjustable
Rate Rider.	·	1.	11	<b>A</b>				•

SPRINGER JR (Scal) Horrower

(Scal) Horrower

> (Scal) Horrower

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