Prepared by: RA

RAYMOND F SEIFFERT

C/O ST PAUL FEDERAL BANK FOR SAVINGS

6700 W NORTH AV CHICAGO, IL 60707

APP # 9707240427

**MORTGAGE** 

LN # 0011012587

THIS MORTGAGE ("Security Instrument") is given on

September 12, 1997

. The mortgagor is

MARY E LAURENSON, DIVORCED AND NOT SINCE REMARRIED

("Bostower"). This Security Instrument is given to ST PFUL FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of address is 6700 W NORTH AV,

THE UNITED STATES OF AMERICA

, and whose

CHICAGO, Illinois 60707

("Lorder"). Borrower owes Leader the principal sum of

Eighty Two Thousand and No/100

Delets (U.S. \$ 82,000.00

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 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with time est, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under para raph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

Cock

County, Illinois:

"The rider attached hereto is a part of the mortgage"

Parcel ID #:

THE SHIP, M. 45-4/8289-07

which has the address of 8124 W. 169TH ST., UNIT #3W, Tinley Park Illinois 60477 [Zip Code] ("Property Address");

[Street, City],

ILLINOIS - Single Family - FNMA/FHIMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91

**@03** -6R(IL) (9608)

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YMP WORTGAGE FORMS - (800)921-7291

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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 INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day menthly 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 mongage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph P, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Potenties escrow account under the federal Real Estate Sculement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the a quisition 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 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 tast, to any late charges due under the Note.

4. Charges; Lieus. 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 dwed 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 hen; 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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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 montgage 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 Berrower.

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 surus secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not inswer 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 Bernov er otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the morthly perforants referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintel and 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 agree; it writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender', go of faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Institution 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 Borrowe, enterest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. For ower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Secretary Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Projecty, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coven at and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's right; in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the 11 ender 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 atterneys' fees and entering on the Property to make repairs. Although Lender may take action under this property 7, Lender

does not have to do so.

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

8. Mortgage lysurance 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 tapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured in the liately 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 Borrower and Lender other, its agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security List ament whether or not the sums are then due.

If the Property is abandoned by corrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. For ower 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 to an due.

Unless Leader 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 fair graphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Leider 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 Borrower or dor ower'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 Bosrower or Borrower's successors in interest. Any forhearance by Lender in exercising any right or remean 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-siquers. 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. Burrower's covenants and agreements shall be joint and severar. 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 Berrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Porrower's consent
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which set, 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 refuse 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 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 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 be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Lender all sums which then we do be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable altorneys' 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 unclarged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as a no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly paymen's 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 payments and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause of permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, our allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentinges shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally coordinate to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, tain, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Parardous 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, "Hazardous Substances" are those substances defined as wair as bazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic retroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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

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

24. Riders to this Security Instrume	nt. If one or more riders are executed by Borrower	and recorded together with this
Security instrument, the coverants and ag	reements of each such rider shall be incorporated into a rity Instrument as if the rider(s) were a part of this Secur	ity Instrument
(Check applicable box(cs))	111) 1020 (1034) (13 12 to 10 10 10 10 (3) 10 10 10 10 10 10 10 10 10 10 10 10 10	
Adjustable Rate Rider	X Condominium Rider	4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider Bi	weekly Payment Rider
Balloon Rider		cond Home Rider
VA Rider	X Other(s) [specify] Prepayment Penalty	Rider
0		
100		
BY SIGNING BELOW, Bonower acc	cepts and agrees to the terms and covenants contained in	this Security Instrument and in
any rider(s) executed by Borrower and reco		
Wimesses:	orded with it.  It lake E. Territ  MARY E LAURENSON	CHSCh- (Seal)
,	MARY E LAUDENSON	-Borrower
	VIART D INCOME	-figil@arr
	Anna de la lacado de la composição de la	
	0/	(Seal)
	<u> </u>	-Borrower
		(fool)
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	-Borrower	-Botto act
STATE OF ILLINOIS,	() A County ss:	
STATE OF ILLAMOIS,		
i the man	Notary Public in and for said county	and state do hereby certify that
and of I MIREA	Notary Public in and for seid county as SON, DIVORUGA AND MOT	JINCE LEMARRIE
MAKY C. CACKE.	7.	A service of the Assessment of the Service of the S
	, personally known to me to be the	same person(s) whose name(s)
subscribed to the foregoing instrument, app signed and delivered the said instrument as	peared before me this day in person, and acknowledged to free and voluntary act, for the uses and pu	rr uses therein set forth
Given under my hand and official seal		1997
Given diden my term and origin action		
My Commission Expins: 2/58/58	1,7	Machon
	Notary Public	(~)
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#### LEGAL DESCRIPTION RIDER

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

BORROWERS:

MARY E LAURENSON

PROPERTY ADDRESS:

8124 W. 169TH ST., UNIT #3W

TINLEY PARK, IL 60477

UNITS 3W AND P3-W, LOT 106 IN CHERRY CREEK SOUTH CONDOMINIUM III AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN CHERRY CREEK SOUTH PHASE J. 1 BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTANCED AS EXHIBIT "A" TO THE DECLARATION OF COMPONINIUM RECORDED AS DOCUMENT NO. 85179907 AND AMENDEDTHERETO RECORDED OCTOBER 21, 1986 AS DOCUMENT 86489602 AND AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COCK COUNTY, ILLINOIS.

PIN #27-26-203-048-1119

THE MORTGAGOR ALSO HEREBY GRANT; TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, ALL RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM OWNERSHIP, AND DECLARATION OF EASEMENTS.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN THE SAID DECLARATION OF THE CONDOMINIUM OWNERSHIP, THE SAME AS THOUGH THE PROVISIONS OF THE SAID DECLARATION OF CONDOMINIUM CONNERSHIP WERE RECITED AND STIPULATED AT LENGTH HEREIN.

### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this day of SEPTEMBER 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

#### ST PAUL FEDERAL BANK FOR SAVINGS

(the "Lender")

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

8124 W. 169TH ST., UNIT #3W TINLEY PARK, ILLINOIS 69477

[Property Address]

The Property in an less a unit in, together with an undivided interest in the common elements of, a condominium project known as.

CHERRY CREEK SOUTH CONDOMINIUM

[Name 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, Borrower and Lender further coverant and agree as follows:

- A. Condominium Obligations. Borrower stall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws: (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dies and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association or cintains, with a generally accepted insurance carrier, a "master" or "blanker" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the harards 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 Overlers Association policy.

Borrower shall give Lender prompt notice of any tapse in required bazard insurance cover ige.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair four and a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby savigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any express 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

MULTISTATE CONDOMINIUM RIDER - Single Family - Feonle Mae/Freddie Mac UNIFORM INSTRUMENT

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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. Bostower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for 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

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

F. Remedies 'if Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amount 'debrused 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 disor seement 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.

Mary E Fauringer	
MAR' E LAURENSON	-Borrower
	(Seal)
<sup>3</sup> 0 <sub>2</sub> ,	-Berrower
	(Seal)
	Borrower
	(Seal)
750	Borrower
	20

### **UNOFFICIAL COPY**

#### PREPAYMENT MORTGAGE RIDER

THIS PREPAYMENT MORTGAGE RIDER is made the 12TH day of SEPTEMBER. 1997 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 ST PAUL FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the property described in the Security Instrument and located at 8124 W. 169TH ST., UNIT #3W TINLEY PARK IL 60477

The Lender or anyone who takes Borrower's Note by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

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

#### BORROWER'S ZIGHT TO PREPAY

Subject to the conditions of this paragraph, Borrower shall have the right to make full or partial prepayments at any time before they are die. Whenever Burrower makes a prepayment, Borrower will tell the Note Holder in writing that Borrower is going to do so a least ten (10) business days prior to prepayment.

Borrower will be required to pay a prepayment charge if Borrower prepays the Note in whole or in part at any time prior to the first day of the sixth Loan Year. When Borrower makes a prepayment, Borrower will pay an amount equal to six (6) months' interest on that part of the aggregate amount of all prepayments on the Note in a Loan Year, which exceeds eventy percent (20%) of the original principal amount of the Note. For purposes of this Prepayment Mortgage Rider, "Loan Year" shall mean the prived of twelve (12) consecutive calendar months beginning on the first day of the first month following the date of the old or ement of the Note and each period of twelve (12) consecutive calendar months thereafter, each commencing on the aniversary of the first Loan Year.

The Note Holder will apply all of Borrower's pregayments first, to the payment of any prepayment charge; second, to any outstanding interest and late charges; and think, to reduce the amount of principal that Borrower owes under the Note. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of Borrower's monthly payment, unless the Note Holder agrees in viriling to those changes.

#### **DEFAULT**

If Borrower does not pay the full amount of each monthly payment, or any other amount which Borrower has agreed to pay, on the date it is due, Borrower will be in default.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants screamed in this Prepayment

Morigage Rider

Mark E. January

Bostower

Bostower

Bostower

(Jun 97)