

# UNOFFICIAL COPY

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THIS CONDOMINIUM RIDER is made this ..... 28th ..... day of ..... September ..... 19. 87,  
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 .....  
..... FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND ..... (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
..... 19519 Lake Shore Drive, Unit D and G-6, Lynwood, Illinois 60411  
[Property Address]

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

..... LAKE VIEW OF LYNWOOD CONDOMINIUM NO. 1 .....  
..... (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 covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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

**C. Public Liability Insurance.** Borrower shall take such 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 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

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

**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.

*Martin J. Huisman* ..... (Seal)  
MARTIN J. HUISMAN ..... Borrower

*Gertrude J. Huisman* ..... (Seal)  
GERTRUDE J. HUISMAN ..... Borrower

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Property of Cook County Clerk's Office

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BOX 67

MAIL TO:  
FIRST SAVINGS OF SO. HOLLAND  
475 E. 162nd STREET  
SO. HOLLAND, IL. 60473

NOTE IDENTIFIED

DS Q 23

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11-34-566-14  
*11-34-566-14*

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on .....September 28.....  
19...87.... The mortgagor is ...MARTIN J. HUISMAN...and...GERTRUDE J. HUISMAN...his wife.....  
("Borrower"). This Security Instrument is given to .....  
FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND....., which is organized and existing  
under the laws of ....THE STATE OF ILLINOIS....., and whose address is .....  
475 EAST 162ND STREET, SOUTH HOLLAND, ILLINOIS 60473..... ("Lender").  
Borrower owes Lender the principal sum of ..TWENTY..FIVE..THOUSAND..AND..NO/100ths.....  
Dollars (U.S. \$25,000.00.....). 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, 2002..... This Security Instrument  
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 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 ..... COOK..... County, Illinois.

UNIT NUMBER "D" AND G-6 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED  
TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE  
21ST DAY OF JANUARY, 1981 AS DOCUMENT NUMBER 3199161. WITH UNDIVIDED PERCENT INTEREST.  
LOT THREE AND LOT FOUR, IN LAKE LYNWOOD UNIT 7, BEING A SUBDIVISION OF PART  
OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE  
OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON APRIL 7,  
1978, AS DOCUMENT NUMBER 3009102.

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

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

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PERMANENT INDEX NUMBER: 33-07-104-105-1004, 33-07-104-105-1016

which has the address of ...19519 Lake Shore Dr., Unit D and G-6, Lynwood.....  
[Street] [City]  
Illinois ..... 60411 ..... ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

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~~This instrument was prepared by~~

(he, she, they)..... executed said instrument for the purposes and uses herein set forth.

<p>Witness my hand and official seal this day of December 19, 87</p>	<p>"OFFICIAL SEAL" Lucille A. Zurlica Notary Public, State of Illinois My Commission Expires 1/24/91</p>
--	--

STATE OF ILLINOIS  
COUNTY OF COOK  
SS:

3660523 DUPLICATE  
14060

~~1406000~~  
~~1406000~~

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

2-4 Family Rider       Conditional Rider       Adjustable Rate Rider       Graduate Parent Rider  
 Planned Unit Development Rider       Other(s) [Specify] \_\_\_\_\_

22. Waiver of Homeestead, Borrower waives all right of homestead exemption in the Property.  
23. Right of Security Interest, If one or more fiduciaries are executed by Borrower and recorded together with  
such Security Interest, the co-owners and beneficiaries of each such fiduciary shall be incorporated into and shall amend and  
supplement the documents of this Security Interest as if the fiduciary were a part of this Security  
Instrument. [Check if applicable box(es)]

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless specifically so provided otherwise). The notice shall specify: (a) the date the default must be cured; and (d) that failure to cure the default or to provide the notice specified in the notice may result in acceleration of the sum secured by this Security Instrument, foreclosing by judicial proceeding and sale of the Property. The notice shall further state after acceleration that the right to repossess or to resell the property may be exercised only if the Borrower fails to do so within 30 days from the date the default notice is given to Borrower, by which time the default must be cured; (c) a date, not less than 30 days from the date the default notice is given to Borrower, by which time the default must be cured; (b) the action required to cure the default; (e) the date the default notice is given to Borrower; and (f) the date the default notice is given to Borrower.

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. 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.

**9. 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, 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.

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 damages, 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 payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance 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 Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums 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.

**11. 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 Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. 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. 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.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**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 would be due under this Security Instrument and the Note had no acceleration 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 paragraphs 13 or 17.

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Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of 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 reducing payingment.

7. Protection of Lenders' Rights in the Security Interest in Writings.  
Borrower fails to perform the covenants and agreements contained in the Security Instrument, or breach of any provision of the Security Instrument, or any provision of the Note, or any provision of the Mortgagage, Lender's rights in the Property will be terminated.

6. **Preservation and Maintenance of Property; Leases;** Borrower shall not destroy, damage or substantially change the Property, without the prior written consent of Lender unless Lender approves in writing.

when the notice is given.

carrier and Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

**5. Hazard Insurance.** Borrower shall keep the insurance coverage referred to in the Promissory Note in full force and effect at all times during the term of the Note. The amount of the insurance coverage shall be at least the principal amount of the Note plus accrued interest thereon. The insurance coverage shall be maintained by Borrower at his expense. The insurance coverage shall be maintained in the amounts and for the periods that Lender requires. The insurance coverage shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable or unduly expensive.

Borrower shall promptly disclose to the payee of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in writing to the payment of the priority over this Security Instrument unless Borrower: (a) fails the lien by, or defaults against the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of the lien or, (b) commits in good faith the lien by, or defaults against the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of the lien or, (c) secures from the holder of the lien any right which the Lender deems unreasonable, if Lender determines that any such right is discriminatory or violates the intent of the lien or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall pay all amounts due under this Agreement, in the manner provided in Paragraph 2, or if not paid in full at maturity, Borrower shall pay them on same date as payment of principal and interest, and pay all costs of collection, including attorney's fees, to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender 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.

Paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayments; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

Note: third, to amounts payable under the Note; second, to prepayments; first, to late charges due under the Note; and last, to interest due.

4. Charges: Lien. 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.

Upon completion of all sums secured by this Promissory Note, the undersigned agrees to pay over to the Lender such amounts as are then due and owing under this Note, and to pay over to the Lender such amounts as are then due and owing under the Note of Borrowser, dated January 19, 1998, in the sum of \$10,000.00, plus interest at the rate of 12% per annum, plus attorney's fees and costs of collection, if any, and all other expenses of collection, including reasonable attorney's fees, incurred by the Lender in collecting same.

If the amount of the Funds held by Lennder, together with the future monthly payments of Funds payable prior to the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lennder is not sufficient to pay the escrow items when due, Borrower shall pay to Lennder any amount necessary to make up one of more than enough to pay the escrow items as required by Lennder.

Lender pays Borrower interest on the Funds and permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires it, interest shall be paid each year on the Funds without accounting for the sums secured by this Security instrument.

basis of current data and reasonable estimates of future escrow items.

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender's monthly payment plus interest thereon at the rate of 12% per annum.

**1. Payment of Principle 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 prepayments; Subject to applicable law or to a written waiver by Lender, Borrower shall pay funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the principal of and interest on the debt evidenced by the Note and any prepayments; and late charges due under the Note.