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THIS CONDOMINIUM RIDER is made this 3/1 day of January 19 89
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:
1633 Cornell Drive, Unit 19C Hoffman Estates, Illinois 60194
(Project Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
MOON LAKE CONDOMINIUM ASSOCIATION (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.


W. RUSSELL HYMAN (SEAL)


ELIZABETH E. HYMAN (SEAL)


GERTRUDE HYMAN (SEAL)
BOKTORW

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Property of Cook County Clerk's Office

420924
JULY 1978

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BOX 67

MAIL TO:
FIRST SAVINGS OF SC. HOLLAND
473 E. THORNE STREET
SC. HOLLAND, IL 68473

3766027

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 3, 1989. The mortgagor is W. RUSSELL HYMAN AND ELIZABETH F. HYMAN, HIS WIFE AND GERTRUDA HYMAN, A. WIDOW, ("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 473 EAST 18TH STREET, SOUTH HOLLAND, ILLINOIS 68473, ("Lender"). Borrower owes Lender the principal sum of FOURTY NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$49,600.00). 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 FEBRUARY 1, 2019. 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.

RIDER ATTACHED AND MADE A PART HEREOF:

"LEGAL DESCRIPTION BELOW"

ITEM 1
UNIT NUMBER 19-C AS DELINEATED ON A SURVEY APPLICED TO AND MADE A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 21ST DAY OF DECEMBER, 1973 AS DOCUMENT NUMBER LR2732977 AND RECORDED ON THE SAME DAY AS DOCUMENT NUMBER 22578356, TOGETHER WITH AN UNDIVIDED 0.59172 PERCENT INTEREST (EXCEPT THE UNITS LEVIED UPON AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: OUTLOT 1 AND LOTS 1 THROUGH 35, BOTH INCLUSIVE, IN PETER RUDIN FARMS UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1973 AS DOCUMENT NUMBER 2229974, AND RECORDED ON OCTOBER 17, 1973 AS DOCUMENT NUMBER LR 2722847, IN COOK COUNTY, ILLINOIS.

3766027

ITEM 2
EASEMENTS APPERTAINING TO AND FOR THE BENEFIT OF ITEM 1 AS SET FORTH IN THE DECLARATION OF CONDOMINIUM OWNERSHIP AFOREPAID AND AS CREATED BY THE TRUSTEE'S DEED FILED AS DOCUMENT NUMBER LR2770199, FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, ALL RIGHTS AND EASEMENTS APPERTAINING 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 FEES, IMPOSITIONS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RE-CITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT INDEX NUMBER: 07 07 400 006 1081

which has the address of 1633 Cornell Drive, Unit 19C
[Street] Hoffman Estates
Illinois 60194 (Property Address)
[Zip Code] (City)

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 seized 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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STATE OF ILLINOIS
DEPARTMENT OF CORRECTIONS

Gettiede Hyman _____ (SEAL)
W. Russell Hyman _____ (SEAL)

BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY ORDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

34 Family Rider
 Condominium Rider
 Planned Unit Development Rider
 Graduated Payment Rider
 Other(s) [Specify] _____

22. **Wearer of Homestead**. Borrower wears all rights of homestead except those in the Property.

20. Landlord in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of dormancy following judicial sale, Lender, by agents or by judgment upon possession, shall be entitled to enter upon, take rents, collect rent of, and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and to collection expenses.

21. Expenses. Upon payment of all sums accrued by the Secuity Instrument, Lender shall release this Security interest.

19. **Accelerated or Remodelled Borrower and Lender further consent and agree as follows:**

(a) The parties hereto shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 hereof of any event of default or non-payment (not yet prior to acceleration under paragraphs 13 and 17 hereof) of any payment due to the Security Interest or the Secured party under paragraphs 13 and 17 hereof or any other provision of this Agreement; in the event of such notice given to Borrower prior to acceleration under paragraphs 13 and 17 hereof, (b) the parties hereto shall pay to the Secured party the amount of all unpaid principal, interest, fees, costs, expenses, charges, expenses, taxes, and other amounts due and payable by Borrower to the Secured party under this Agreement, plus interest thereon at the rate of 12% per annum from the date of such notice until paid in full.

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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 condemnator 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 sum 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 refine 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, forgive 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 limit, 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 action 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 ensure 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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Any amount due by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security agreement under this paragraph 7. Lender does not intend to collect on this debt.

7. Protection of Lender's Rights in the Pre-merger Litigation. If Borrower fails to perform its obligations under the merger agreement to the merger trustee, Lender's rights in the pre-merger litigation will merge with Lender's rights in the post-merger litigation.

6. **Borrower shall not destroy, damage or substantially impair the immovable property prior to its acquisition.**
Borrower shall not destroy, damage or substantially impair the immovable property prior to its acquisition.

When the notice is given, 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 manner of the payments under paragraph 19, the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the acquisition shall pass to Lender to the extent of the sums secured by this Security interest.

of the *Property* damaged, if the restoration or repair is economically feasible or prudent, and *Landlord* secures a notation of record in the instrument of conveyance of the *Property*, if the restoration or repair is not necessary, if the *Property* is substantially damaged, if the restoration or repair is economically feasible or prudent, whether or not there are other damages to settle or settle the *Property* or to pay sums secured by this Security Instrument, whether or not there will be

All insurance policies and renewals shall be acceptable to Lentner and shall include a standard mortgage clause. Lentner shall have the right to hold the policies and renewals if Lentner pays all premiums. Borrower shall provide a certificate and bond to Lentner and shall make proof of such to his lender by December 31.

8. Standard Insurance. Borrower shall keep the property in good condition and pay all taxes and other charges which may be levied thereon, and shall defend the title to the property against all persons.

Borrower, shall promptly disclose in writing to the Lien Holder any change in the Borrower's financial condition or in the Borrower's ability to pay the principal amount of the Note or any interest thereon, or any other material fact which the Lien Holder deems important to the Lien Holder's interest in the Note.

4. **Chargers, Leads, Batteries, and Impedimenta** - Extra batteries, chargers, leads, and impedimenta are not included in the price of the instrument. These items may be purchased prior to delivery.

application as a credit, requiring the sum secured by this Security Instrument.

amount necessary to make up the deficiency in one or more payments as required by Lender.

Lender may agree in writing that interest shall be paid on the Funds unless an agreement is made at the time of the loan that interest shall not be paid. Lender shall not be required to pay Dower or any interest or earnings on the Funds unless it is agreed to do so in writing.

to a record of the day's movements, physical and financial, and the amount of current debt and responsibility eliminate the need for future record-keeping items.

1. Payment of Principal and Interest; Prepayment and Late Charge. 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 taxes on the property owned by Lender under the Note in full, a sum ("Funds") equal to