3827500

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 22
THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 22 9 89 The mortgagor is JOAN SOLOMON a spinster
("Borrower"). This Security Instrument is given to
CRS FT INNCIAL SERVICES, INC. ("Borrower"). This Security Instrument is given to
nder the laws of PENNSYLVANIA and whose address is 8 PENN CENTER
PHILADELPHIA, PA 19103 ("Tender")
orrower owes 1.0 or the principal sum of NINETY ONE THOUSAND THREE HUNDRED AND
CHARLES PAIN PA 19103 ("Lender"). Orrower owes I coder the principal sum of
ated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
aid earlier, due and payroic onOCTOBER 12019
coures to Lender: (a) the regayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
nodifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
ecurity Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
ne Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
exted in
American description of the contract of the co

BUILDING 11 UNIT 2-"C" IN RIVER'S EDGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN BLOCKS AND THAT PART OF THE UNIDENTIFIED OUTLOT IN RIVER'S EDGE PLANNED UNIT DEVELOPMENT, BEING A PLANNED UNIT OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM FILED AS DOCUMENT NUMBER LR3212037, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 09-16-100-069-104 }

which has the address of 178 GROVE AVENUE, UNIT C DES PLAINES

[Street] [City]

[Zip Code] [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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

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UNIFORM COVE IAN TS. Borrow range League co erant and agree as follows:

1. Payment of Principal and Laterest Prepayment and Later Charles 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 monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law 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 interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates 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 promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

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

Upon provient in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately rater to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credite sainst the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall popplied: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts paye of under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges: Liens. For rower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain promity 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 wed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Berrower 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 he lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the len 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 Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "exter 2-d coverage" and any other hazards 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 Borro ver subject to Lender's approval which shall not be

unreasonably withheld.

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, Borrow r shall give prompt notice to the insurance

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shrul be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Len Jer's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If 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 bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although 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

requesting payment.

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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 Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the due late of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower 1 of 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 a nortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Porrower'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 be entithe successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants at d agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (1)1; 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; in (3) 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 irrerest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (e) 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 refure 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 unenforce; ble 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 Instruma, 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 of tice 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 Lander when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal low 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 Institution to 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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THIS CON	IDOMINIUM RIDER is made the	is22nd	day of	September	or Security Deed (the
"Security Instru	ment") of the same date given Financial Services	by the undersigned (the "Borrow	er") to secure Borrowe	r's Note to
of the same date a	and covering the Property des Prove Avenue, Unit	cribed in the Securit C, Des Pla (Property Addre	/ Instrument ines . II	and located at: 50016	
The Property incknown as:	cludes a unit in, together with RIVER'S EDGE	n an undivided inter	est in the co	mmon elements of, a c	ondominium project
		[Name of Condominiu	m Project)	*******************************	
"Owners Association includes Borrowe	ium Project"). If the owners ation") holds title to properter's interest in the Owners Ass	y for the benefit or ociation and the use	use of its m s, proceeds ar	nembers or shareholder and benefits of Borrower	rs, the Property also 's interest.
	INIUM COVENANTS. In addinger further covenant and agi		nts and agre	ements made in the	Security Instrument,
A. Considerates the Condo	onlium Obligations. Borro uen. Documents. The "Cons omirium Project; (ii) by-laws; nen due, an dues and assessme	wer shall perform : tituent Documents' (iii) code of regulati	are the: (i) ons; and (iv)	Declaration or any ot other equivalent documents	her document which
B. Hazar "master" or "bla coverage in the a	rd Insurance. So long as the C nket" policy or the Condomi amounts, for the periods, and extended coverage. "then:	Owners Association nium Project which	maintains, w is satisfacto	ith a generally accepted ry to Lender and which	h provides insurance
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(ii)	Borrower's obligation under d to the extent that the require	Uniform Covenant	5 to maintain	hazard insurance cove	rage on the Property
Borrower	shall give Lender prompt not	cent any lapse in rec	uired hazard	l insurance coverage.	•
In the eve	ent of a distribution of hazard	d incurance proceed	s in lieu of r	estoration or repair fo	llowing a loss to the
Property, whether paid to Lender for	r to the unit or to common e rapplication to the sums secur	lements, say proceed ed by the Security In	is payable to istrument, w	Borrower are hereby a ith any excess paid to B	assigned and shall be orrower.
Association main	Liability Insurance. Borrov tains a public liability insuran	ce policy acceptable	in form, amo	unt, and extent of cover	rage to Lender.
D. Conde	emnation. The proceeds of any	award or claim to	damages, dire	ect or consequential, pa	yable to Borrower in
connection with a	iny condemnation or other tal	king of all or any pr.	rt of the Prop	erty, whether of the ur	iit or of the common
shall be applied by	iny conveyance in lieu of con y Lender to the sums secured by r's Prior Consent, Borrower	by the Security Instr	iment is pro-	vided in Uniform Cover	nant 9.
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required by law in	the abandonment or termina 1 the case of substantial destri	iction by fire or other	r casualty	ir the case of a taking	by condemnation or
	any amendment to any provis	ion of the Constitue	nt Document	ts it the provision is for	the express benefit of
` '	termination of professional r	nanagement and ass	umption of so	elf-managen ent of the	Owners Association;
or (iv)	any action which would have	the effect of render	ing the public	liability insurance cov	erage maintained by
F. Remed	iation unacceptable to Lender lies. If Borrower does not pay	condominium dues			
Instrument. Unles	oursed by Lender under this pass S Borrower and Lender agree he Note rate and shall be paya	to other terms of pa	yment, these	amounts shall bear inte	nest a om the date of
dispursement at tr	ie Note rate and snam be paya	oic, with interest, up	on notice iro	in Lender to Dorrower	requising payment.
BY SIGNING BELO	ow, Borrower accepts and agree	ees to the terms and	provisions co	ntained in this Condom	iinium Rider.
		•••	Joa	n Solonon omon	(Seal)
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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and greens follows:

19. Acceleration: Remarks. Lender shall give to fice to Dorrower's prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 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 nonexistence 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 incurred in pursuing the remedies provided in this puragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence. 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession 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 collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. 21. 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. 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 23. R'ders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check pplicable box(es)] Adjustab': Late Rider Condominium Rider 2-4 Family Rider Graduated I'a, nent Rider Planned Unit Development Rider Other(s) [specify] By Signing Below, Borrover accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executer by Borrower and recorded with it. Joan Solomon (Seal)
JOAN SOLOMON —Borrower (Space Below Ti s Line For Acknowledgment)

STATE OF QUILLO

I, Le uncerologie , a Notary Public in and for the County aforesaid, in the State of Device , coertify that on this day personally appeared before me, an officer July authorized to administer oaths and take acknowledgements.

JOAN SOLOMON a Soinster

His Wife, to me well known to be the persons described in and who executed the same foregoing instrument, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Given under my hand this Doday of Dept .

, 1989

My Commission Expires: 6/30/9/

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Michelle M. Uher
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