IOFFICIAL GOPY or

This instrument prepared Sally Oswald Sally Oswald Gilldorn Mortgage Midwest Corporation 1501 Woodfield Road, 4N Schaumburg, IL. 60173

86451001

			14
	(Space Above This Line For Record	ling Data)	
	MORTGAGE	<u>.</u>	
THIS MORTGAGE ("Secu	rity Instrument") is given onSE	PTEMBER 17, JUIS MIFE	
GILLY MINEST CORN under the laws of T.W. STATE. OF	TANITON ("Borrower"). This Sec TANITON and w	urity Instrument is given to	and existing
dated the same date as the S. curity paid earlier, due and payable to secures to Lender: (a) the repayment modifications; (b) the payment of all Security Instrument; and (c) the per	Dollars (U.S. \$	D. AND. 00/100  D. AND. 00/100  D. AND. 00/100  Es for monthly payments, with the full  This Security  e, with interest, and all renewals, externing the security of the security of the security of the security on the security on the security on the security on the security of the security on the security of the security on the security of the secur	ower's note debt, if not Instrument ensions and irity of this rument and
located in	Co	Coun	ty, Ininois:
OF THE FOLLOWING DESCRIPTION OF EVANSTON, A RANGE 13 EAST OF THE TOWNSHIP 41 NORTH, RANGE TO FEVANSTON, COOK TOWNSHIP OF EVANSTON, COOK TOWNSHIP OF EVANSTON	RIBED REAL ESTATE: LUTS ASSUBDIVISION OF PARTS OF THIRD PRINCIPAL MERIDIAN ANGE 14 EAST OF THE CHIES COUNTY. ILLINOIS, WHICH	NIUM, AS DELINEATED ON A SUR 7, 8 AND 9 IN BLOCK 31, IN SECTION 13, TOWNSHIP 41 NOR 1, AND SECTIONS 7, 18 AND 10 PRINCIPAL MERIDIAN, IN SURVEY IS ATTACHED AS EXHI 10 AS DOCUMENT NUMBER 26804 11 IN THE COMMON ELEMENTS.	RTH, 19, THE IBIT
PT# 11-18-414-022-1014	COOK COUNTY, ILLINOIS FILED FOR RECORD	C/6/4'50/5c.	864.7
	19116 OCT -2 AH 10: 08	86451001	
which has the address of1404l	INNAN #9 (Street)	EVANSTON [City]	
Illinois 60201	("Property Address");	[OII]	
appurtenances, rents, royalties, mine	ral, oil and gas rights and profits, placements and additions shall also b	ed on the property, and all easemen water rights and stock and all fixture covered by this Security Instrument.	es now or
BORROWER COVENANTS that mortgage, grant and convey the Pro-	Borrower is lawfully seised of the perty and that the Property is unen	e estate hereby conveyed and has the cumbered, except for encumbrances of against all claims and demands, subje	of record.

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

RCMT

LOAN NUMBER: MCDONELL

B24/69

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

19. 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 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 non-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 paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

prior to the expiration of any period of red appointed receiver) shall be entitled to enter the Property including those past due. Any receiver of management of the Property and c receiver's bonds and reasonable attorneys' fe	eleration under paragraph 19 or abandor lemption following judicial sale. Lender r upon, take possession of and manage the rents collected by Lender or the receiver follection of rents, including, but not lin- tes, and then to the sums secured by this ums secured by this Security Instrume	(in person, by agent or by judicially the Property and to collect the rents of shall be applied first to payment of the nited to, receiver's fees; premiums on Security Instrument.
	waives all right of homestead exemption	in the Property
	at. If one or more riders are executed by agreements of each such rider shall be in	Borrower and recorded together with accorporated into and shall amend and
Adjustable Rate Rider	☐ Condominium Rider	2-4 Family Rider
Graduated Payment Rider	Planned Unit Development Ride	г
Other(s) [specify]		
Instrument and in any rider(s) executed by R	GREGORY OF YEDOKAL	PMc Donell (Seal)  Borrower  Conell (Seal)  Borrower  Borrower
[36]	ace Below This the Ty Acknowledgment)	
ate of Illinois,	County ss:	0,0

State of Illinois, County ss:	`\$
1. DEBORAH A KOENIC, a Notary Pul	olic in and for said county and state,
do hereby certify that . GREGORY. P Mc.DONELL AND A	HOE P. M. DONELL,
H.I.S. LUIF.Epersonally known to me to be the same perso	on(s) whose name(s) 412,5, sub-
Pribed to the foregoing instrument, appeared before me this day in person	
signed and delivered the said instrument as THEIR free and volu	ntary act, for the uses and purposes
therein set forth.	
Given under my hand and official seal, this SEPTEMBER / 7.	,1986
My Commission expires: ルロレ・コ・1788	
Delegia	L. a. Kring.
	Notary Public

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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

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 au no rized 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 No' Feleased; 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 no 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 amort zotion 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 ine 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 so 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  $re_{s}$ , d 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 interpret, 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 swins 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 to duces 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 stops specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument, nell 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 Len ler when given as provided

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 Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Ins farment 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 sunsecured 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. Burrower's Right to Reinstate. If Borrower meets certain conditions, Horrower 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 Horrower, 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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requesting payment.

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

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

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

Borrower shall comply with the provisions of the lease, and it 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 change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

postpone the date of the monthly payments referred to in paragraphs I and 2 or change the ame into It of the payments. If under paragraph 19 the Property is acquisition shall pass to Lender to the extent of the sums secured by this Security from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Institution in mediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use in proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 20-day period will begin of the Property damaged, if the restoration or repair is economically feasible and Loider's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be less in d, 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 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 Lence. hat the insurance carrier has softened as a notice from Lence of the insurance carrier has softened to the state of the property, or does not answer within 30 days a notice from Lence of the insurance carrier has Unless Lender and Borrower otherwise agree in writing, insurance process shall be applied to restoration or repair

carrier and Lender, Lender may make proof of loss if not made promptly by Forto ver. Lender shall have the right to hold the policies and renewals. If Lender rer uires, 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

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

unreasonably withheld.

requires insurance. This insurance shall be maintained in the accounts and for the periods that Lender requires. The insurance shall be chosen by do trower subject to Lender's approval which shall not be 5. Hazard Insurance. Borrower shall keep the im rovements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "ex.ended coverage" and any other hazards for which Lender

of the giving of notice.

prevent the enforcement of the lien or forfatting it.e. i.e. to this Security Instrument. If Lender determines that any part of the Property is aubject to a lien which may attain promity instrument. If Lender determines that any part of the Property is subject to a lien which may attain promity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the I en or take one or more of the actions set forth above within 10 days notice identifying the lien. faith the tien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to receipts evidencing the payments.

Borrower shall promptly disclars, 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

to be paid under this paragraph. If Sectower makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the parson owed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

S. Application on (I Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 that, to need the paragraphs I and 2 that, to encoure paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Lieus. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain a hority over this Security Instrument, and leasehold payments or ground rents, if any.

Borrower shall nay these other is not the paragraph 2 or if not paid in that manner Borrower shall appropriate the paragraph 2 or if not paid in that manner partower shall appropriate the paragraph 3 or if not paid in that manner.

application as a crevit against the sums secured by this Security Instrument. than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

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

Upor pryment in full of all sums secured by this Security Instrument, Lender, Instrument, Lender, Lender, Lender to Borrower any Funds hald on Lender, Lender shall apply, no later

requires interest to be paid, Lender single an annual accounting of the variety to Borrower, without charge, an annual accounting of the variety for which each debit to the Funds was made. The Funds are pledged as additional security for me second this Security Instrument.

If the amount of the Eunds held by Lender, together with the future monthly payments of Funds payable prior to 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 be, at Borrower shall pay to Lender any.

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.

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 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 Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. 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 one-(wellth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

# F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then decided him, 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 to the Note rate and shall be payble, with interest, upon notice from Lender to Borrower.

THIS CONDOMINIUM RIDER is made this 17TH day of SEPTIMBER , 19 3 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 the "Lender" (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
1104 HENYAN #3 EVANSTON IL 60201
(Property Address)  The Property includes a unit in, together with an undivided interest in the common elements of, a condominium projection of the CONDOMINEM.
(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. CONDOMINIU'A OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the Condominium Project's Contact tent 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 for gas 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 it 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 proceed, payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Jastrument, 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 accepts of a form, amount, and extent of coverage to Lender.
D. CONDEMNATION. The proceeds of any award or claim for dariage,, 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 has tument as provided in Uniform Covenant 9.
E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Leu'er 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 abandon nent or termination
required by law in the case of substantial destruction by fire or other ensualty 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 appears 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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then Lender may pay

the Owners Association unacceptable to Lender.

requesting payment.

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