

# UNOFFICIAL COPY

B 8 5 4 4 3 1 6  
COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 NOV 17 PM 1:14

86544316

86544316

14 00

[Space Above This Line For Recording Data]

## MORTGAGE

235352-1

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 10 1986 The mortgagor is JACK S. KAPLAN AND MARIAN MACSAI KAPLAN, HUSBAND AND WIFE

("Borrower"). This security instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 Borrower owes Lender the principal sum of THIRTY TWO THOUSAND AND NO/100

Dollar U.S. \$ 32,000.00 ). 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 DECEMBER 1, 2001. 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 1215-3 "A" IN THE LUNT COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 14 AND 15 IN W. D. PRESTON'S SUBDIVISION OF BLOCKS 4, 9 AND 8 WITH LOT 1 IN BLOCK 7 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTH WEST 1/4 WITH THE NORTH EAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25246455, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

86544316

11-32-114-031-1003 TC

which has the address of 1215 WEST LUNT - UNIT 1215-3A, CHICAGO [Street] [City]

Illinois 60626 ("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 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.



# UNOFFICIAL COPY

3 6 5 4 4 6 1 6

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.

86544316

# UNOFFICIAL COPY

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

Landlord may take action under this Paragraph 7, Landlord does not have to do so.

7. Protection of Lenders' Rights in the Merger: Mortgage Insurance. If Borrower fails to perform the covenants and agreements in this Security Instrument, Lender may do what ever is necessary to collect the amount due under the Note or the Mortgagors' obligations under the Mortgagage.

6. Preservation and Maintenance of Property; Leasesholds. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lesseehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall not destroy, damage or subdivide.

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 prior to the acquisition.

When the notarized copy of this power of attorney is presented to the bank, the bank will begin to accept funds received by this account.

Borrower repays the sums secured by this Security Instrument in monthly installments of \$1,000.00 plus interest at the rate of 12% per annum. The principal balance due on the instrument will be paid in full within 30 days after the date of maturity. The lender may collect the interest and principal in monthly installments or in one lump sum. The lender may require payment in monthly installments if the borrower fails to make timely payments. The lender may require payment in one lump sum if the borrower fails to make timely payments. The lender may require payment in monthly installments if the borrower fails to make timely payments. The lender may require payment in one lump sum if the borrower fails to make timely payments.

Unless Leander and Bierrweiser otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible or Leander's security would be lessened if the insurance proceeds shall be restored to Leander.

Lender shall have the right to hold the policies and receive premiums and renewals until notice is given to the Lender by Borrower or carrier. Lender may make proof of loss if not made promptly by Borrower all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give notice to the Lender.

3. Hazards, insurance. Borrower shall keep the insurance premiums now existing or hereafter received on the property insured against loss by fire, hazards included within the term "extreme coverage" and any other hazards for which Lender insures insurance loss by fire, hazards included within the term "extreme coverage" and any other hazards for which Lender insures insurance. This insurance shall be maintained in the amount, subject to Lender's approval, which shall not be unreasonably withheld.

Prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement to subordinate the lien which may affect the holder's security interest in the Property.

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

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

Shall give to Borrower, without charge, an unusual accounting of the Funds showing credits and debits to the sums received by groups for which each debt is to the Funds was made. The Funds are pledged as additional security for the sums received by this Security Instrument.

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

The Funds shall be held in an institution the expenses 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, unless Lender may not charge for holding and applying the Funds, analyze the account or verify the escrow items, unless

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 Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

# UNOFFICIAL COPY

THIS CONDOMINIUM RIDER is made this 10TH day of NOVEMBER , 19 86, 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 TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS,  
of the same date and covering the Property described in the Security Instrument and located at:

1215 WEST LUNT - UNIT 1215-3A, CHICAGO, ILLINOIS 60626  
(Property Address)

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

(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.

**CONDONINIUM 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.

11-32-114-031-1003

RECORD AND RETURN TO:

BOX 130

THE TALMAN HOME FEDERAL SAVINGS & LOAN ASSOC.

4901 WEST IRVING PARK RD.

CHICAGO, IL 60641

ATTENTION: SHARON BARNES

JACK S. KAPLAN

(Seal)

-Borrower

MARIAN MACSAI KAPLAN/HIS WIFE

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

# UNOFFICIAL COPY

<sup>10</sup> See also the discussion of the relationship between the concept of "cultural capital" and the concept of "cultural value" in the section "Cultural Capital and Cultural Value."

WILSON, RICHARD D., JR., *Comparative Quantitative Analysis of the Effects of Various Chemicals on the Growth of the Root System of the Tomato*, Ph.D. Thesis, University of Illinois, Urbana, Illinois, 1950.

<sup>1</sup> The author would like to thank the editor and anonymous reviewers for their useful comments and suggestions.

<sup>1</sup> See, e.g., *U.S. v. Borek*, 330 F.2d 100, 103 (1st Cir. 1964), *U.S. v. Gandy*, 313 F.2d 343, 346 (5th Cir. 1962), *U.S. v. Ladd*, 299 F.2d 100, 103 (5th Cir. 1962).

per [View Details](#)

10. The following table shows the number of hours worked by 1000 workers in a certain industry.

of C. R. Acad. Sc. Paris, Sér. I, 337 (2003), 103–106. ISSN 1778-3500

<sup>1</sup> See also the discussion of the relationship between the concept of "cultural capital" and the concept of "cultural value" in the introduction to this volume.

SKOOL

Digitized by srujanika@gmail.com

County

and the *Q* of the *Q*-matrix. The *Q*-matrix is a square matrix of size  $n \times n$ , where  $n$  is the number of nodes in the graph. The *Q*-matrix is defined as follows:

For more information about the National Institute of Child Health and Human Development, please visit the NICHD website at [www.nichd.nih.gov](http://www.nichd.nih.gov).

See also: [How to use the search function](#)

Official seal of the Commonwealth of Massachusetts

ice

19. *Leucosia* *leucostoma* *leucostoma* *leucostoma* *leucostoma*

<sup>12</sup> See also the discussion of the relationship between the two in the section on the "Economic Crisis."

在這裏，我們將會看到一個簡單的範例，說明如何在一個應用程式中，將一個字串轉換為一個數字。

1955年1月1日，中華人民共和國政府和蘇聯政府簽訂了《關於互不侵犯的條約》。