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Conc.

PC-86-11-24

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[Space Above This Line For Recording Data]

MORTGAGE

4005922

THIS MORTGAGE ("Security Instrument") is given on August 21,
1986. The mortgagor is RICHARD C. PIGGOTT, JR. A SINGLE MAN NEVER MARRIED-----
..... ("Borrower"). This Security Instrument is given to
INDIANA POWER SERVICE, INC. which is organized and existing
under the laws of THE STATE OF INDIANA and whose address is ..216..WEST..WASHINGTON.....
..... AVENUE, PO BOX 1617, SOUTH BEND, INDIANA 46634. ("Lender")
Borrower owes Lender the principal sum of SIXTY SEVEN THOUSAND NINE HUNDRED FIFTY AND 00/100.....
Dollars (U.S. \$ 67,950.00.....). 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 September 1, 2016..... 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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

PIN: 17-10-400-012-1343

Purpose of re-recording to correct legal description.

which has the address of 400 East Randolph #1827 Chicago
(Street) (City)
Illinois 60601 ("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.

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NOTARIAL PUBLIC
State of Virginia
day of April 1986
for the uses and purposes therein set forth, do
signatures

State of Illinois, County of <i>DeKalb</i>	Notary Public in said County, whose Seal is affixed to this instrument, do hereby certify that <i>Robert C. Clark</i> , before me this <i>16th</i> day of <i>October</i> , <i>1971</i> , <i>is</i> , <i>the</i> Undersigned, a Personalty known to me to be the same person whose name(s) are subscribed to the foregoing instrument appears and before me this day in person,
--	--

Digitized by srujanika@gmail.com

ATTN: DENISE BEYER

SCHEMATIC, TITLES-6015
MAIN DRIVE, SUITE 101,
SUITE 101, 1125

RICHARD G. FIGGOTT, JR.

www.sabandar.com.pw

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT AND IN ANY TIDE(a), EXECUTED BY BORROWER AND RECORDED WITHIN

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One or more of the following conditions exist:
 The patient has been hospitalized for treatment of a mental disorder.
 The patient has been treated with psychotropic drugs.

Adjustable Kite Rider Condorium Kite Rider Z-4 Family Kite

Instrumentation (Check the applicable boxes(es))

This Security Interest shall cover all such rights and interests as if the Indebtedness were a part of this

22. Whether or Homebased, Bottrower services will right of homestead excepted
23. Right to sue in the Superior Court of Justice of more than Bottrower and recorded before

21. Releasee, Upon payment of all sums secured by this Security Instrument, Lender shall release this instrument without charge to Borrower.

receipts of management or the proprietor and collection of rents, tenancies, etc., and other income of the business.

are property including those past due. Any rents collected by Lender or the receiver shall be applied first to pay all expenses of such receiver, such as attorney's fees, court costs, and other expenses.

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by

but not limited to, reasonable attorney's fees and costs of little evidence.

The Security Instrument without further demand and may foreclose this Security Instrument by judicial process if he collects all expenses incurred in pursuing the remedies provided in this paragraph 19.

Failure of a debtor or any other defences of Borrower to accelerate and foreclose, if the detail is not contained in the note, Lender at its option may require immediate payment in full of all sums so

(C) a date, not less than 30 days from the date notice is given to Doctor, by which the defendant must appear; or (D) that failure to cure the defect on or before the date specified in the notice may result in acceleration of

inclusion of any provision or agreement in this Security Instrument (but not to accelerate or prepay the debt) shall not affect the right of the Lender to require payment in full at the time specified in the Note.

19. Acceleration, Remedies. Lender shall give notice to Borrower prior to acceleration following B

NON-LINERED CIVILIANTS. Borrower and Lender agree to contract as follows:

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any 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 necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment 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 prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against 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 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.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. 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 so wed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 the lien in, legal proceedings which in the Lender's opinion operate to 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 satisfactory to Lender subordinating the lien 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 "extended 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 Borrower 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, Borrower 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 shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender'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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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 is given effect without the conflicting provision, to the extent that it conflicts with such provision, the Note will be governed by 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 the extent that this Note contains provisions which conflict with applicable law, such conflict shall not affect other provisions of this Note. Note which conflict with applicable law, such conflict shall not affect other provisions of this Note. Note which conflict with applicable law, such conflict shall not affect other provisions of this Note.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and the Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property 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 law.

14. Notices. Any notice to Borrower provided for in this Security Interest shall be given by mailing it by first class mail unless a 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 designs by notice to Borrower. Any notice provided for in this Security Interest shall be deemed to have been given to Borrower on the date when given as provided for in this paragraph.

13. Legislation Affecting Lenders' Rights. If enactment of legislation or interpretation 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 remedy permitted by paragraph 19. If Lender exercises this option, Lender shall take steps specified in the second paragraph of paragraph 17.

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 such 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 limits; (b) any sums already collected from Borrower which exceed permitted limits will be refunded by Redender; and (c) any sums already collected from Borrower which exceed partial prepayment without any prepayment charge under the Note.

11. Successors and Assignees; Joint and Several Liability; Co-signers. The convenants 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 do so exactly in the Note, is co-signing this Security Instrument only to motor vehicle, trailer or mobile home, or mobile home accessories, and agrees that his signature shall be joint and several, and any other Borrower may sign without his signature.

Unities, Leander Not Webster's Note Relates; Borrowser of the Monthly Payments referred to in Paragraphs 1 and 2 or change the amount of such payments postpone the date of the Monthy Payments, any application of proceeds to principal shall not extend or modify the duration of the Monthy Payments; Borrowser of the Monthy Payments referred to in paragraph 1 and 2 or change the amount of such payments to principal shall not exceed or modify the duration of the Monthy Payments.

gives an award of specific damages for damage to property, and also provides that no award of damages for damage to property shall exceed one-half the value of the property so damaged.

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.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirements for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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CONDOMINIUM RIDER 9 6 1

THIS CONDOMINIUM RIDER is made this 21st day of August 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 Indiana Tower Service, Inc. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 400 East Randolph #1827 Chicago, Illinois 60601
[Property Address]

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

THE 400 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.

RICHARD G. PIGGOTT, JR.

86562791

(Seal)
Borrower

DEPT-01 RECORDING

\$15.25

T#0339 TRAN 5708 08/28/86 09:54:00 (Seal)

#9885 # A *-86-372647

COOK COUNTY RECORDER

15.25

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Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

UNIT NO. 1827 AS DELINEATED ON SURVEY OF CERTAIN LOTS IN THE PLAT LAKE FOREST PLAZA, A SUBDIVISION OF A PARCEL OF LAND LYING IN ACCRECTIONS TO FRACTIONAL SECTION 10, TOWNSHIP 39^N NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1962, AS DOCUMENT NO. 18461961 CONVEYED BY DEED FROM ILLINOIS CENTRAL RAILROAD COMPANY TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, UNDER TRUST NO. 17460, RECORDED MAY 7, 1962, AS DOCUMENT NO. 12407558, AND ALSO SUPPLEMENTAL DEED THERETO RECORDED DECEMBER 23, 1962, AS DOCUMENT NO. 19341545, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, UNDER TRUST AGREEMENT DATED APRIL 9, 1962 AND KNOWN AS TRUST NO. 17460, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22453315, TOGETHER WITH UNDIVIDED .08657% INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM AFORESAID (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY.)

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DEPT-A1 RECORDING \$15.25
T#3333 TRAN 5452 11/25/86 14:34:00
#9027 # A *-86-562791
COOK COUNTY RECORDER

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在這裏，我們可以說，這就是我們的
「新文化運動」。我們的新文化運動，
就是我們的新民族主義。

Property of Cook County Public Library

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BOSTON AD