

Mail To: Continental Illinois National Bank at
Trust Company of Chicago
231 S. LaSalle Street 15th floor
Chicago, Illinois 60697
Attention: Sharon Exe

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FIELD FOR RECORD

1986 DEC 22 PM 3:10

86612680

Loan Number #3981

86612680

BOX 58

(Space Above This Line For Recording Data)

15 00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 19, 1986. The mortgagor is Susan M. Ziembka, Never Married ("Borrower"). This Security Instrument is given to Continental Illinois National Bank and Trust Company of Chicago, which is organized and existing under the laws of the State of Illinois, and whose address is 231 S. LaSalle Street, Chicago, Illinois, 60697 ("Lender"). Borrower owes Lender the principal sum of Seventy Five Thousand and no/100 Dollars (U.S. \$75,000.00). 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 January 1, 2002. 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 ATTACHED LEGAL DESCRIPTION MADE A PART OF AND HERETO:

SEE ATTACHED CONDOMINIUM RIDER MADE A PART OF AND HERETO:

14-28-320-030-1110

/s

86612680

which has the address of 2500 N. Lakeview Unit 2104-D Chicago
(Street) (City)
Illinois 60614 ("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 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.

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NOTARY PUBLIC

My Commutation expenses:

Given under my hand and official seal, this 1st day of December, 1864.

uses and purposes therefor set forth.

I, Susan M. O'Leary, Notary Public,
do hereby certify that SUSAN M. O'LEARY, Notary Public,
known to me to be the same person(s) whose name(s) is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that Susan M. O'Leary, Notary Public
signed and delivered the said instrument as Notary Public for the
free and voluntary act, for the

I, hereby certify that

State of Illinois

[Space Below This Line for Acknowledgments]

—BORROWER

— Borrower

Susan M. Zemba

2-4 Family Rider Condominium Rider Adjustable Rate Rider Grandchildren Rider

22. We, as the Homeowner, Borrower with the right of homestead exemption in the Property.
23. Right of Homestead, Borrower waives all right of homestead exemption in the Property.

21. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

but not limited to, reasonable attorney's 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 judgment appointed receiver) shall be entitled to enter upon, take possession of and manage the Property first to collect the rents of the Property including those paid to Lender or the receiver, and then to collect the rents of the Property first to pay the costs of management of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

19. Acceleration; Remedies; Borrowing Power Prior to Acceleration Following Default

breach of any covenant or agreement in this Security Instrument (but not power to accelerate under paragraphs 13 and 17 unless applicable law otherwise requires). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a failure to cure the default on or before the date specified in the notice may result in the sums secured by this Security Instrument, foreclosed prior to acceleration, by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to remit late fees after acceleration and the right to assert in the foreclosure proceedings of the non-existence of a default or any other defense of Borrower to further accelerate or to rescind the acceleration or to require proceeding by non-judicial foreclosure.

(d) that failure to cure the default on or before the date specified in the notice may result in the default becoming permanent, foreclosed by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including legal costs of litigation, fees and costs of title insurance.

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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 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 funds 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.

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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 at the rate and date Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Lender's Rights in the Property: Mortgagor fails to perform the covenants and agreements contained in the Security Instruments, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for condemnation or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the Property over which Lender has priority over his Security interest, appearing in court, paying reasonable attorney's 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.

6. Preservation and Maintenance of Property; Leasesholds. Bottower 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 and Bottower shall comply with the provisions of the lease, and if Bottower acquires fee title to the Property, the lesseehold and

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 postponed the due date of the monthly payments referred to in Paragraphs 1 and 2 or exceeds 180 days, such payment shall immediately become due and payable prior to the acquisition.

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, insurance proceeds shall be applied to repair or restoration of the property damaged, if the repair is reasonable and Lender's security is not lessened. If the restoration or repair is reasonable and feasible and Lender's security is not lessened, Lender may collect the insurance proceeds to repair or restore Borrower's property, or does not answer within 30 days a notice from Lender that the insurance has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use funds received to repair or restore Borrower's property, whether or not then due, within any excess paid to Borrower. If the sums secured by this Security Instrument, whether or not then due, within any excess paid to Borrower, is less than the amount of the debt, Lender may sue for the balance.

All insurance policies shall be renewable at Leender's option to include a standard mortgage clause. Leender shall hold the right to hold the policies and renew them. If Leender ceases, Borrower shall promptly give notice to the insurance carrier and Leender may make proof of loss if not made promptly by Borrower.

of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the property elements 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 within the insurance company chosen by Borrower subject to Lender's approval which shall not unreasonably withhold.

to be paid under this Paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Property which may attain a monthly tax of \$250, assessments, charges, fines and assessments shall pay all taxes, interest, attorney fees, and expenses of ground rents, if any, arising from the sale or transfer of the property.

Paragraphs 1 and 2 of the application, otherwise, it may provide under the Note; second, to repayments received by the creditor under the Note; third, to monies spent under Paragraph 2; fourth, to interest due; and last, to principal due.

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 against the sums secured by this Security Instrument.

at Borrower's option, either promptly repaid to Borrower or credited to Borrower's held by Lender in one of the escrow items when paid by Lender.

If the date 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 paid by Lender.

Leenders shall not be liable for any damages or expenses incurred by the Funds in connection with the winding up of the Funds, unless such damages or expenses are caused by the Funds' breach of its obligations under this Agreement.

The Funds shall be held in an institution the deposits of which are insured by a federal state agency (including Lender if Lender is such an institution). Under such circumstances, Lender may not charge for holding and analyzing the Funds over very long periods of time, unless Lender pays Borrower interest on the Funds and applies its funds to make such a charge.

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly installments or ground rents on property held in fee simple absolute; (c) yearly hazard insurance premiums; and (d) year moratoria on mortgages insurable by any title company, if any.

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

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3 5 6 1 2 3 5 0

Unit Number 2104-'D' as delineated on survey of the following described
Parcels of Real Estate (herein referred to as "Parcel"):

Parcel 1:

The East 40 feet of Lot 13 in the subdivision of part of out Lot 'B' in Wrightwood, said Wrightwood being a subdivision of the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian

Parcel 2:

Lots 3, 4 and 5 in the resubdivision of Lots 1 to 9, inclusive, (except the Easterly 3 feet thereof of said lot 9) and Lots 14, 15 and 16 (except the Westerly 10 feet of said Lot 14) all in Coudy and Goodwillie's subdivision of Lots 2, 3 and 4 in Assessor's Division of out Lot 'B' of Wrightwood, a subdivision of the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian.

Parcel 3:

The East 1/2 of Lot 12 and all of Lot 13 and the West 10 feet of Lot 14 in Coudy and Goodwillie's subdivision of Lots 2, 3 and 4 in Assessor's Division in out Lot 'B' in Wrightwood, a subdivision of the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian

Parcel 4:

Lot 14 (except that part taken for Lakeridge Avenue) in the subdivision of part of out Lot 'B' in Wrightwood of the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal meridian, according to the plat thereof recorded in Book 14 of Plats, Page 79 as Document Number 237247, in Cook County, Illinois, which survey is attached as Exhibit 'B' to Declaration of Condominium made by National Boulevard Bank, a National Banking Association, as Trustee Under Trust Agreement Dated February 1, 1972 Known as Trust Number 4207, and not individually, recorded as Document Number 22817643; together with its undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey) all in Cook County, Illinois.

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Property of Cook County Clerk's Office

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CONDOMINIUM RIDER

This CONDOMINIUM RIDER is made this19th..... day ofDecember....., 1986...., 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 toContinental...Illinois..National..Bank..and..Trust..Company..o.f..Chicago..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:2500 N...Lakeview,...Unit...#2104-D,...Chicago,...Illinois....60614.....
[Property Address]

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

.....2500 N...Lakeview,...Unit...#2104-D,...Chicago,...Illinois....60614.....
[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.

CONDONIUM 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;

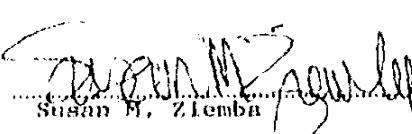
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(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.


Susan M. Ziemba.....
(Seal)
(Borrower)

.....
(Seal)
(Borrower)

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