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PREPARED BY: Brenda Jones

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DEPT-01 RECORDING \$14.00
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COOK COUNTY RECORDER

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LOAN NO. 11-002043-5

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 14
19 86 The mortgagor is SCOTT KAUFMAN AND DEEDRA R. KAUFMAN, HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to UNIVERSITY SAVINGS AND LOAN ASSOCIATION
which is organized and exists under the laws of ILLINOIS , and whose address is
5250 SOUTH LAKE PARK AVENUE, CHICAGO, ILLINOIS 60615 ("Lender").
Borrower owes Lender the principal sum of NINETY ONE THOUSAND TWO HUNDRED AND NO/100

Dollars (U.S. \$ 91,200.00). 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 AUGUST 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:
AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:
PTIN: 14-29-320-026-0000

"UNIT NO. 6 IN 2434 NORTH SOUTHPORt CONDOMINIUM AS DELINEATED ON A
SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTH 15 FEET OF LOT
10 AND THE NORTH 15 FEET OF LOT 11 IN BLOCK 1 IN THE SUBDIVISION OF THE
SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION

29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF
CONDONIUM RECORDED AS DOCUMENT NO. 86230324, TOGETHER WITH ITS
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY,
ILLINOIS.

86310197

which has the address of 2434 NORTH SOUTHPORt, UNIT 6 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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10/7/98
FBI COMMUNICATIONS GROUP

CHICAGO, ILL. 60605
5250 S. LAKE PARK AVE.

Homer G. Johnson

28th 19th day of April

[Signature]
Given under my hand and official seal, this

• 1191 205

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he has signed and delivered the said instrument as *John*

(b) personally known to me to be the same person(s) whose name(s) are listed above.

I, John Doe, Notary Public in the State of California and County and State,
do hereby certify that Sue K. Johnson and Robert K. Johnson

• Notary Public in the said county and state.

ss Ajusto

STATE OF ILLINOIS.

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(Seal) -Borrower

-Bonton
- (Seal)

R. kuhmani R. Kuhmann
SCOTT KUHLMAN (Seal)
BOTTWER (Seal)
DEEDRA R. KUHLMAN (Seal)

BY SIGNING BELOW, Borrower(s) execute(s), borrows and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed or recorded with it.

- Aquatic or Marine Rider
- Cormorant/Ride
- Z → Rummy Rider
- Grandfather Layer/Ride
- Planned Unit Development Rider
- Graduate Rider
- Other(s) [Specify]

22. **NAME OF POLICE STATION:** BOTTOWER WILVES **NAME OF POLICE OFFICER:** **REPORTING TO THE SECURITY DIRECTOR:** **REPORTING TO THE SECURITY DIRECTOR:** [Check applicable box(es)]

30. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of a period of redemption following judicial sale, Lender (in person, by agent or by judiciable spouse) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of unoccupied real property held in trust for the benefit of Lender or his heirs, executors, administrators, successors and assigns, and to receive the rents and profits of such property and to apply the same to payment of the debts of Lender to the extent of the amounts collected by Lender as provided herein.

31. Lender in Possession. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

19. Acceleration; Remedies. Lender further agrees to give notice in five days 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 herein) specifying how grave the breach is and giving Borrower 30 days from the date the notice is given to Borrower to cure the breach or make arrangements for acceleration otherwise. The notice shall specify: (a) the debt(s); (b) the action required to cure the debt(s); (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the debt(s) must be cured; and (d) such further to cure the debt(s) as the notice specifies. The notice shall provide for acceleration if the debt(s) is not cured by the date specified or otherwise. The notice shall provide for acceleration if the debt(s) is not cured by the date specified or otherwise.

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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 owed 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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18. Borrower's Right to Remedy. 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; or (b) entry of a judgment enforcing this Security Instrument before sale of the Property pursuant to any power of sale contained in this instrument or its certificate of title. Security conditions discontinued in this instrument or its certificate of title shall not apply in the case of acceleration under paragraphs 13 or 17.

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.

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 the prior written consent of Lender; or if a beneficiary interest in this Security Instrument is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without the prior written consent of Lender, this option, requiring immediate payment in full of all sums secured by this Security Instrument, shall not be exercised by Lender; if exercise is prohibited by law as of the date of this Security Instrument.

Note can be given either without the claim being provisional, in this case the provisions of this section will not apply.

15. Severability. This Security Instrument shall be governed by law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument 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 conflict. To the extent that any provision of this Security Instrument or the Note is held invalid or unenforceable, it is agreed that the remaining provisions of this Security Instrument and the instrument or the Note shall remain in full force and effect.

provided for in this Security Instrument shall be deemed to have been given to Bottower or Lender when given as provided

14. Notices. Any notice to Borrower provided for in this Security Interest shall be given by delivery in or by mailing it to the first class mail unless application is made for another method. The notice shall be directed to the property address or any other address Borrower designates by notice to Lender. Any notice shall be given by first class mail to Lender's address stated herein or any other address Lender designates as notice to Borrower. Any notice

rendering any provision of the Note or this Security Instrument ineffective according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and invoke any remedy permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

11. Successors and Assets: Joint and Several Liability; Co-signers. The convenants and agreements of this Agreement shall bind and succeed to 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 Agreement shall be liable to Lender and Borrower and any other holder of this Note for the payment of all amounts due hereunder, notwithstanding that such amounts may be due to another Borrower or to more than one Borrower.

paymenet or otherwise had, any moralizatation of the sums secured by his Security Instrument by reason of any demand made by the original Borrower or Lender's successors in interest. Any holder in exercisng any right or remedy shall not be a waiver of precluding the exercise of any right or remedy.

10. Borrower Not Released; Preference Note; Waiver. Extension of the time for payment of the sums secured by this security instrument granted by Lender to this sum shall not be entitled to receive the liability of the original Borrower in interest or expenses incurred for collection of the sums secured by this security instrument or for any successor in interest of Borrower's successors in interest.

to the sums secured by this Security Instrument, whether or not then due.
In the event it 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond within 30 days after the date the notice is received, Lender may terminate the condominium agreement.

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, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, plus (b) the amount of 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 by this Security instrument plus (b) the amount of the sums secured by this Security instrument.

shall give Bottower notice at the time of or prior to an inspection specifically resolvable cause for the inspection.

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 written agreement or applicable law.

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CONDOMINIUM RIDER 197

THIS CONDOMINIUM RIDER is made this 14th day of JULY, 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 to

UNIVERSITY SAVINGS AND LOAN ASSOCIATION
of the same date and covering the Property described in the Security Instrument and located at:

2434 NORTH SOUTHPORT, UNIT 6, 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:

2434 NORTH SOUTHPORT CONDOMINIUM
(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 taxes 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.

Scott Kaufman _____ (Seal)
SCOTT KAUFMAN
-Borrower

Deedra R. Kaufman _____ (Seal)
DEEDRA R. KAUFMAN
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower
(Sign Original Only)

86310197

**UNIVERSITY SAVINGS
AND LOAN ASSOCIATION**
5250 S. Lake Park Ave.
Chicago, Ill. 60615

