

Re

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COOK COUNTY, ILLINOIS
FILE FOR RECORD

86318052

1986 JUL 28 AM 10:58

86318052

(Space Above This Line For Recording Data)

MORTGAGE

5253

THIS MORTGAGE ("Security Instrument") is given on JULY 24
19 86 The mortgagor is MARGARET E. FETTY, SPINSTER

15⁰⁰

("Borrower"). This Security Instrument is given to AETNA BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS
2401 NORTH HALSTED
CHICAGO, ILLINOIS 60614
and whose address is
("Lender").

Borrower owes Lender the principal sum of
FIFTY FOUR THOUSAND EIGHT HUNDRED AND NO/100---

Dollars (U.S. \$ 54,800.00). 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:
SEE ATTACHED RIDER.

X 10-36-213-006-1007

[Signature]

which has the address of 2418 GREENLEAF - UNIT 3, CHICAGO
[Street] [City]
Illinois 60645 ("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.

86318052

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AETNA BANK
2401 NORTH HALSTED
CHICAGO, ILLINOIS 60614

RECORD AND RETURN TO:

CHICAGO, IL 60614

HELEN ANN SONIN

PRE

My Commission expires: (0/0/04)

סימן דודר מי ירע רעה רעה סבירים,

day of

卷之三

signed and delivered to the said instrument as

described in the foregoing instruments, before me this day in person, and acknowledged that

• personally known to me to be the same person(s) whose name(s) is

do hereby certify that MARGARET E. FETTY, SPINSTER

1

County ass:

788

STATE OF ILLINOIS.

• A Notary Public in most states holds country and state.

-POWER

•BORROWER
(Seal)

—borrower
—(Seal)—

—BORROWER
—(Seal)

Supplementary

2-4 Family Rider

Planned Unit Development Rider

Graduated Laymen Rider

Other(s) [Specify] _____

22. Whether or not there is a lower value in the instrument. If one or more of the instruments exceed the limit of homesteads, the excess may be sold by the owner.

23. Riders to this Security Instrument. If one or more of the riders are excused by Borrower and recorded together with this Security Instrument, the convenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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 apppointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management expenses of rents collection of the Property and collection of rents, including, but not limited to, receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. Release. 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 shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date the action required to collect the debt must be commenced; (b) the date the notice is given to Borrower; (c) the date the debt becomes due or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument; (d) that failure to cure the debt within 30 days from the date the notice is given to Borrower will result in acceleration of the debt; and (e) the date the debt becomes due or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the property. The notice shall further state the rights to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and forceclosure proceeding or to sue for acceleration of the debt without notice, demand and may foreclose this Security Instrument in full of all sums secured by this Security Instrument by judgment or otherwise, and to collect all expenses incurred in pursuing the remedies provided in this paragraph.

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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 Board; 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.

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Lehener may take action under this paragraph if Lehener does not have to do so. Any amounts disbursed by Borrower 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 reducing paying agent.

7. **Proportion of Lenders' Rights in the Property Instruments.** Mortgagor agrees to use his best efforts to make instruments in writing.

6. Preservation and Maintenance of Property: Lessees shall not destroy, damage or absquatantially change the Property to deteriorate or compromise its Seurity. Borrower shall not destroy, damage or absquatantially change the Property and shall not make alterations to the property without the lessor's written consent.

This report is to you, the subscriber of this directory, from whom, whenever it may have been, you have had the use of my services.

Unleashes Leender and Borroower otherwise powerless to do so to make things worse. Leender may interfere with or even damage the reparation of the Project if he is not compensated for his services. Leender may interfere with or even damage the reparation of the Project if he is not compensated for his services.

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 receives, Borrower shall give prompt notice to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give notice to the insurance carrier and demand payment if not made prompt by the insurance company.

5. **Hazardous Insurance**. Borrower shall keep the property insured against loss by fire, hazards included within the term, "extinguished coverage," and any other hazards for which Lender measured against losses by fire, hazards included within the term, "extinguished coverage," and any other hazards for which Lender measures insurance coverage. This insurance shall be maintained in the amounts and for the periods that Lender requires insurance coverage. The carrier providing the insurance shall be chosen by Borrower subject to Lender's approval. The insurance carrier selected by Borrower shall be chosen by Borrower subject to Lender's approval. The insurance carrier selected by Borrower shall be chosen by Borrower subject to Lender's approval.

Borrower shall promptly disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation accrued by the Lender; (b) consents in good faith to the payment of the obligation accrued by the Lender in a manner acceptable to the Lender; or (c) defers a payment arrangement, or, if the Lien in, legal proceedings which in good faith the Lien by, or defers an agreement entered into by the Lender.

Borrower shall pay interest on unpaid payments in manner provided in paragraph 2, or in the manner set forth in the note if earlier than the date of maturity, Borrower shall pay interest on unpaid payments in manner provided in paragraph 2, or in the manner set forth in the note if earlier than the date of maturity.

Note: third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

application as a credit against the sums secured by this Security Instrument.

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

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, 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

If the amount of Funds held by Lender, together with the future monthly payments of Funds payable prior to this date to which each debt is due, exceeds the amount of Funds available for the payment of principal and interest on the outstanding balance of the Funds, the amount of such excess shall give to Lender, without charge, an undivided security interest in all sums showing or due to Lender and the purpose of which Funds was made. The Funds are pledged as additional security for the sums secured by this security instrument.

leaseshold premiums or (c) ground rents on the property, if any; (e) yearly hazard insurance premiums; and (d) yearly insurance premiums on fixtures and equipment which may be required by law.

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under Note.

2. **Funders for Taxes and Liabilities.** Subject to applicable law or written written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) every taxes and assessments which may laterly occur this Security Instruments; (b) yearly

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

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3 6 3 1 3 0 5 2

UNIT NUMBER 2418-3 IN THE PARK CASTLE CONDOMINIUM AS DELINEATED ON A SURVEY OF
THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

THAT PART OF THE NORTH 3 ACRES OF THE SOUTH 8 ACRES OF THE EAST 24 RODS OF THE
NORTH 80 RODS OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13
EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF ESTES
AVENUE AS CONDEMNED AND OPENED BY CASE NUMBER 59221 COUNTY COURT AND WEST OF A
LINE, 124 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF WESTERN AVENUE AS
WIDENED IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE SOUTH 5 ACRES OF THE EAST 24 RODS OF THE NORTH 80 RODS OF THE
NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF GREENLEAF AVENUE AND WEST
OF A LINE 124 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF WESTERN AVENUE,
AS WIDENED IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE EAST 108 FEET WEST OF WESTERN AVENUE OF THE NORTH 2 ACRES OF THE SOUTH 5
ACRES OF THE EAST 12 ACRES OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 (EXCEPT
THE NORTH 75 FEET THEREOF) OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED
AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24476153
TOGETHER WITH ITS UNDIVIDED PERCENT INTEREST IN THE COMMON ELEMENTS IN COOK
COUNTY, ILLINOIS.

86318052

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Property of Cook County Clerk's Office

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THIS CONDOMINIUM RIDER is made this **24TH** day of **JULY**, 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

AETNA BANK

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

2418 GREENLEAF - UNIT 3, CHICAGO, ILLINOIS 60645

[Property Address]

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

PARK CASTLE 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 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.

10-36-213-006-1007

Margaret E. Fetty (Seal)
MARGARET E. FETTY/SPINSTER
•Borrower

(Seal)
•Borrower

(Seal)
•Borrower

(Seal)
•Borrower

(Sign Original Only)

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