## Man 3

## **UNOFFICIAL COPY**

87456232

THIS INSTRUMENT WAS PREPARED BY: STANE R. LOVE First Illinois Bank of Evanston, N.A. 800 Davis Street Evanston, Illinois 60204

- [Space Above This Line For Recording Data] -

## **MORTGAGE**

UNIT NUMBER 4-"8" AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HERELPASTER REFERRED TO AS "PARCEL"):

LOT 6 IN BLOCK 31 IN THE CITY OF EVANSTON, IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP MADE BY THE SOUTH CENTRAL BANK AND TRUST COMPANY OF CH.C.GO, AS TRUSTEE UNDER TRUST NUMBER L-1044, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22819838; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL CEXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COUK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIFULATED AT LENGTH HEREIN.

PIN: 11-18-414-020-1008

which has the address of	+14 HINMAN #4-B	EVANSTON
	(Street)	[City]
Illinois 60201	("Property Address");	

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.

## UNOFFICIAL COPY

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The Public	PAN C	201 (100 (100 (100 (100 (100 (100 (100 (
Z8.61	UDUA To yeb HTZI cidt Jeos	Given under my hand and official a
		set forth.
t, for the uses and purposes therein	t as THE LR free and voluntary ac	signed and delivered the said instrument
nd neknowledged that The X	appeared before me this day in person, a	subscribed to the foregoing instrument,
ЭДА(в) эшви эзофи (s) пе	tsonally known to me to be the same perso	ad • · · · · · · · · · · · · · · · · · ·
INCRAND AND WIFE,	ECVALDI AND MARINY E ECVALDI, H	3 .4 . SAMOHT tant ytitres yderen ob
ic in and for said county and state,		I,, JAME R LOVE
	OK Conuty 55:	STATE OF ILLINOIS,
19MOTION 1	HARINA L EOVALDI	
Derrond.	THOMAS L'EOVALDI	
	. nas executed this Mortgage.	IN WITNESS WHEREOF, POLUMET
	anus umudamas uus neuum .	(vilipage) (e)norto [
_ 2 → Family Rider	Condominium Rider  Planned Unit Development Ride	Adjustanie Rider  Graduated Payment Rider
Borrower and recorded together with recorporated into and shall amend and rider(a) were a part of this Security	smeat. If one or more riders are executed by and agreements of each such rider shall be it ents of this Security Instrument as if the	A3. Whe ers to this Security Instru- this Security statement, the coverants aupplement the coverants and agreement the coverants and agreement trainment. [Cheek sphiteshie box(es)]
	Borrower shall pay any recordation costs. wer waives all right of homestead exemption	Anaitument without charge to borrower.
in person, by agent or by judicially is Property and to collect the rents of shall be applied first to payment of the nited to, receiver's fees, premiums on jecurity instrument.	acceleration under paragraph 19 or abandor rederation following judicial sale. Lender creter upon, take possession of and manage they rents collected by Lender or the receiver thy rents collection of rents, including, but not link fees, and then to the sums secured by this 5 is fees, and then to the sums secured by this 5 is less, and then to the sums secured by this 5 is less, and then by this Security Instrumental sums secured by this Security Instrumental	All. Lender in Possession, Uopon, All. Lender in Possession, Uopon, prior to the expiration of any period of appointed receiver) shall be entitled to eller Property including those past due. A costs of management of the Property si receiver's bonds and reasonable attorney receiver's bonds and reasonable attorney.
to acceleration following Borrower's sceleration under paragraphs 13 and 17 ic. (b) the action required to cure the st, by which the default must be cured; may result in acceleration of the sums in the Property. The notice shall further in the foreclosure proceeding the non-sure. If the default is not cured on or sure. If the default is not cured on or payment in full of all sums secured by yament in full of all sums secured by Instrument by Judicial proceeding.	eader skall give notice to Borrower prior it is Security Instrument (but not prior to acides). The notice shall specify: (a) the detaul trom the date the notice is given to Borrowe on or before the date specified in the notice is the notice in the notice in the notice by judicial proceeding and anle of the notice is after acceleration and the right to assert in a notice of notice of notice of the notice is not loved in the notice is option any require immediate is sent the process of the second in an acceleration and loved in the notice in the Security is the notice of the Security in the notice in the second in an acceleration and in Security is the notice in the notice in the second in an acceleration and the second in Security is the notice in the notice in the second in an acceleration and the second in Security is the notice in the notice in the second in an acceleration and the second in the notice is the second in an acceleration and the second in the notice is the second in a notice in the notice in the notice is not the second in the notice in the notice is not the notice in the notice in the notice is not the notice in the notice in the notice is not	Dreach of any covenant or agreement in breach of any covenant or agreement in unless supplicable law provides otherwise default; (c) a date, not less than 30 days and (d) that failure to cure the default or secured by that failure to cure the default or secured by the Security Instrument, to remeat inform Borrower of the right to reinstationer of a default or any other defe before the date specified in the notice, I bris Security Instrument without furth this Security Instrument without furth
.2.พงไมโ 28 551	orrower and Lender further covenant and aga	NON-UNIFORM COVENANTS BA

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 Horrower 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 F inc's 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 fate 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 owe a 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 live which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation ecolor d 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 amount, and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrove, 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, corrower 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 Decurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the incurance 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 to 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 I 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.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may apprently 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. applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

of loss than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument. 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 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this security instrument. If all or any part of the Property or any 17. Transfer of the Property or any antital areas of the Property of an antital areas. Borrower shall be given one conformed copy of the Note and of this security Instrument. Note are declared to be severable.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security anstrument or the Mote in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by faceal 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.

provided for in this Security Instrument shall be deemed to have been given to Borrov er at Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designs, es by notice to Borrower. Any notice Property Address or any other address Burrower designates by notice to Lender. Ary notice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another n ethod. The notice shall be directed to the

14. Notices. Any notice to Borrower provided for in this Security V.s. ment shall be given by delivering it or by Daragraph 17.

rendering any provision of the Note or this Security Instrument uner or seable 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

partial prepayment without any prepayment charge under the Miles or expiration of applicable laws has the effect of under the Note or by making a direct payment to Borrower. If a cfund reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (4) any sums already collected from Borrower which exceeded charges, and that law is finally interpreted so that he interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount

If the loan accured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges.

that horrower's consent.

modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property wheer the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenant and agreements shall be joint and several. Any Borrower who co-signs this Security

11. Successors and Ardgra Bound; Joint and Several Liability; Co-signers. The covenants and agreements of shall not be a waiver of or preclide the exercise of any right or remedy.

by the original Borrower (if Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise, modify amortization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrow at anall not operate to release the liability of the original Borrower or Borrower's successors in interest. postpone the dut date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Dortweet Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in modification of a monthly and secured by this Security Instrument granted by Lender to any successor in

Urical Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due.

given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnur 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

paid to Borrower. before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately 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 strategies of the sums secured impreciately.

assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property, Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 1414 HINMAN 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. Corcon Inium 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 the all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard In urrace. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" pelied 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 'iaz ird 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 votice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard i surance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elegien's, any proceeds payable to Horrower are hereby assigned and shall be paid to Lender for application to the sums secured by for 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 a seep able in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or chains 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 votice 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 casually or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Document of the provision is for the express benefit of Lender:

(iii) termination of professional management and assumption of self-management of the Owners Association;

(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, incolonder may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrowe, secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear in cross from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower riguisting payment.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

X Marina S. Eoval MARINA L EOVATED MECORDING

#1111 TRAN 4742 08/18/87 09:01:00

COOK COUNTY RECORDER