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87511527

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Loan # DGRIPPIN

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 16th
1987 The mortgagor is DIANE M. GRIFFIN, SINGLE/NEVER MARRIED

("Borrower"). This Security Instrument is given to EQUITY MORTGAGE CORPORATION which is organized and existing under the laws of THE STATE OF ILLINOIS 10 EAST 22ND STREET, SUITE 210, LOMBARD, ILLINOIS 60148

. and whose address is

("Lender").

Borrower owes Lender the principal sum of Forty thousand nine hundred fifty and NO/100 - - -

Dollars (U.S. \$ 40,950.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 16th, 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 CHICAGO, COOK County, Illinois:
PARCEL 1: UNIT 1005 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 5401 SOUTH HYDE PARK CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 24254360, IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

87511527

PARCEL 2: AN EXCLUSIVE EASEMENT FOR PARKING PURPOSES APPURTEANANT TO AND FOR THE USE AND BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 24254360, IN COOK COUNTY, ILLINOIS.

PIN # 20-12-114-054-1058 *TPL*

which has the address of 5401 SOUTH HYDE PARK, UNIT #1005
[Street]
60615 ("Property Address").
Illinois [Zip Code]

CHICAGO
(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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LOMBARD, MELINOS 60148

10 EAST 22ND STREET, SUITE 210

EQUITY MORTGAGE CORPORATION

RECORD AND RETURN TO:

La paradoja de la repetición

My Commission expires:

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signed and delivered the said instrument as hereinafter set forth.

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

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

, a Notary Public in and for said county and state,

STATE OF ILLINOIS,

(Space Below This Line For Acknowledgment)

—Scales—
Borrow-

-Borrower
—(Scal)

(Seal)

(१८५)

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument and in any riders (excess liability Rider) recorded with it.

Adjustable Seats Rider **Condominium Rider** **2-4 Family Rider**

Graduated Rider **Planned Unit Development Rider** **Other(s) [Specify]**

22. Waiver of Homeowner's Right of Homesteaded Exemption in the Property.
23. Right to the Security Instrument. If one or more fiduciaries are excused by Borrower and recorded together with this Security Instrument, the co-ownerships and agreements of each such fiduciary shall be incorporated into and shall amend and supplement the co-ownerships and agreements of this Security Instrument as if the fiduciary(ies) were a part of this Security Instrument.

but not limited to, reasonable attorney's fees and costs of title evidence, unusual sums or amounts incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees and costs of title insurance, legal expenses incurred in connection with the preparation of any petition of redecarnation following judicial sale, under (in person, by agent or by duly authorized representative) shall be entitled to center upon, take possession of and manage the property and to collect the rents of appurtenant real property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receivable accounts, and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration of any obligation under this Security Instrument (but not prior to acceleration of obligations under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date to cure the breach of any covenant or agreement contained in this Security Instrument (but not prior to acceleration of obligations other than those specified); (b) the action required to cure the default; (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified is given to Borrower, by which the default must be cured. Unless otherwise provided in this Security Instrument (but not prior to acceleration of obligations other than those specified), Lender may foreclose this Security Instrument without notice if Borrower fails to make payment in full on or before the date specified in the notice. Lender at its option may require immediate payment of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

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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 condemner 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 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, regulation or 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, 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. These 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, or under any other paragraph, 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.

7. Protection of Lender's Rights unless Lender agrees to the merger in writing.
Lender shall not merge unless Lender agrees to the merger in writing.
covenants and agreements contained in this Security instrument, or title to the property, if Borroover fails to perform the
Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce leases 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 Lender's rights
in the Property, applying in court, paying attorney's fees and costs incurred on the part of Lender to make repairs. Although
Lender may take action under this provision, Lender does not have to do so.

6. Preservation and Maintenance of Property; Leasesholds. 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 lessee shall be entitled to the same rights as the original lessee.

Liability Lender and Borrower otherwise agree in writing, any application of proceeds to principal, shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of 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 received 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.

of the Property damaged, if in the restoration of repair is economically feasible and Lender's security is not lessened, if the restoration of 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 there due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Leander and shall include a standard mortgage clause under which Leander may make proof of loss if not made promptly by Borrower.

of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the property, premises 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 Borrower and subject to Lender's approval which shall not be unreasonably withheld.

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) consents in good faith to the lien being set aside or more or less one of the actions set forth above notice indefinitely the lien. Borrower shall satisfy the lien at a time when which may give Borrower a right to sue for the amount of the deficiency left over after the instrument is paid in full. Lender may give Borrower a right to sue for the amount of the deficiency left over after the instrument is paid in full.

4. Charges: Lienes, Borrower shall pay all taxes, assessments, charges, fines and impositions attachable to the property which may arise over this Security instrument, and leschold payments or ground rents, if any pay them on time directly to the person named in paragraph 2, or if not paid in this manner, Borrower shall pay all notices of amounts due to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lienes receipts evidencing the payments.

3. Application of Amendments. 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 principal charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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

If the amount of the Funds held by Legendre, together with the future monthly payments of Funds payable prior to this security instrument

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. Subsidiary 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 (the "Funds") one-twelfth of: (a) yearly taxes and assessments which may strain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) year-to-year leasehold payments for any other items of future escrow items.

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Loan # DGRIPPIN

THIS CONDOMINIUM RIDE is made this **16th** day of **September**, 19**87**
and is incorporated into and shall be deemed to amend and supplement the Mortgagage Deed of Trust or Security Deed (the
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Notes.

EQUITY MORTGAGE CORPORATION

What's Next?

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

5401 SOUTH HYDE PARK, UNIT #1005 CHICAGO, ILLINOIS 60615

The Property includes a unit in, together with an undivided interest in the remaining elements of, a third quantum project known as:

(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.

CONDONEMENT 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 Declaration of Covenants which creates the Condominium Project, the by-laws, covenants, regulations and any other documents which Borrower shall promptly pay, when due, all charges and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance: So long as the Owners Association maintains with its agent an accepted insurance company a "master" or "blanket" policy on the Condominium Project which is satisfied by the following: Chapter 4 sets insurance coverage in the amounts, for the periods, and against the hazards I under require, including fire and all hazards included within the term "extended coverage," then

(1) Lender waives the provision in Uniform Covenant 1 for the monthly payment by Lender to itself of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Unit 10101 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.

Borrower shall give Lender prompt notice of any late payment required under this Note.

In the event of a distribution of hazard insurance proceeds to You, Lender shall be entitled to receive its proportionate share of the proceeds, whether to the Property, whether to the unit or to common elements, and proceeds payable to You, Lender are hereby acknowledged and shall be paid to Lender for application to the sums secured by the Security Instrument as there expressed and to You.

C. Public Liability Insurance. Borrower shall take such acts as are necessary to insure that the Owners Association maintains a public liability insurance policy as set forth in the applicable state laws and regulations.

D. Condemnation. The proceeds of any award or claim for damages for or in respect of payment in or without connection with any condemnation or other taking of all or any part of the Property, whether the same may be

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent:

(i) the abandonment or termination of the Gundlachum Project; or (ii) an amendment, pursuant to a written consent, either partition or subdivide the Property; or sent to:

(ii) the abandonment or termination of the fundamental right to ownership of certain land required by law in the case of substantial destruction by fire or other casualty; and in the case of a taking by a Government or eminent domain;

Lender:

(ii) any amendment to any provision of the Constituent Documents if the same purports to deprive any class of beneficiaries of any rights or benefits;

(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 unacceptable to the Owners Association unacceptable to Lender

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may, at its option, disburse 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 given by Lender to Borrower demanding payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Credit Agreement.

-87-511507

DIANE M. GRIFFIN, SINGLE/NEVER MARRIED over

(Seal)

Borrower 515-13
18300 7800 000187 101553
18300 522 (Seal) 517
Borrower

(Scal)
arrower

(Sign Original Only)

MULTISTATE CONDOMINIUM RIDER—Single Family—ENRMA/FHLMC UNIFORM INSTRUMENT

Form 1160-12-81