

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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1987 OCT -1 AM 9:38

87534551

384

TITLE SEARCH ORDER # C-27050

Loan # 0650000104

[Space Above This Line For Recording Data]

15<sup>00</sup>

## MORTGAGE

SEPTEMBER 30

1987 THIS MORTGAGE ("Security Instrument") is given on ..... SEPTEMBER 30  
The mortgagor is KERRY EVAN SALTZMAN AND PAMELA LYNN SALTZMAN, HIS WIFE.....  
("Borrower"). This Security Instrument is given to .....  
C.D.K. MORTGAGE..... which is organized and existing  
under the laws of ILLINOIS.....  
2929 CENTRAL ST. EVANSTON, IL 60201....., and whose address is ..... ("Lender").  
Borrower owes Lender the principal sum of SIXTY SIX THOUSAND SIX HUNDRED & 00/100  
Dollars (U.S. \$..... 66,600.00.....). 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 OCTOBER 1st, 2017..... 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:

PARCEL 1:

UNIT NUMBER 2303-3 IN CENTRAL WALNUT CONDOMINIUMS AS DELINEATED ON A SURVEY OF  
THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 3 IN CENTRAL MANOR RESUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE NORTH 60 FEET)  
AND LOTS 3, 4, 5, AND 6 IN BLOCK 1 IN JOHN CULVER'S ADDITION TO NORTH EVANSTON,  
IN SECTION 34, TOWNSHIP 42 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 NUMBER 25176389 TOGETHER WITH  
ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

87534551

TAX I.D. NO.# 05 34 324 051 1006 ✓  
which has the address of 2303 CENTRAL STREET #3 W....., EVANSTON.....,  
[Street] (City)  
Illinois 60201..... ("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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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 Bear, 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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Lender may take action under this paragraph /, Lender does not have to do so.  
Any amounts disbursed by Lender under this paragraph shall be payable, with interest, upon notice from Lender to Borrower  
Security Instruments. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from  
the date of disbursement at the rate and shall be payable, with interest, upon notice from Lender to Borrower  
requesting payment.

7. Protection of Lenders' Rights: Mortgagor 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 covenants and agreements contained in this Security Instrument, or if there is a default under the Note, the Lenders may take action to protect their rights as set forth in the Note.

Instrumentalimediatelyst prior to the acquisition.  
6. Preserretion and Maintenance of Property; Leasesholds. Borrower shall not destroy, damage or substaentally change the real property, allow the premises to deteriorate or commit waste. If this Security Instrument is on a leasehold and Borrower shall not merge unless Lender agrees to the merger in writing.

Unless the 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 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 exceeds resulting damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security interest.

of the Property damaged, if the restoration or repair is economically feasible or lessens a security would be lessened, a securit y is not lessened. If the restoration or repair is not economically feasible or lessens a security would be lessened, the insurance company or agent shall be responsible for the restoration or repair in writing, insurance policies; then apply to the insurance company or agent to repair or replace the damaged property and lessened a security is not lessened. If the lessened a security is not lessened, then apply to the insurance company or agent to repair or replace the damaged property and lessened a security is not lessened.

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 renewals. If Lender renews, Borrower shall promptly give to Lender may make proof of loss in the event of loss, Borrower shall promptly notify Lender and Lender may make prompt payment by Borrower.

**3. HAZARD INSURANCE.** Borrower shall keep the property or premises 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's carrier provides coverage to Lender's subject to Borrower's approval which shall not be unreasonably withheld.

Borrower shall prominently disclose in any lien which has priority over this Security Instrument the following information:  
(a) names of debtors against whom the lien is filed; (b) creditors in good faith who have accepted to take priority over this Security Instrument; (c) names of debtors against whom the lien is filed; (d) names of debtors against whom the lien is filed; (e) names of debtors against whom the lien is filed; (f) names of debtors against whom the lien is filed; (g) names of debtors against whom the lien is filed; (h) names of debtors against whom the lien is filed; (i) names of debtors against whom the lien is filed; (j) names of debtors against whom the lien is filed; (k) names of debtors against whom the lien is filed; (l) names of debtors against whom the lien is filed; (m) names of debtors against whom the lien is filed; (n) names of debtors against whom the lien is filed; (o) names of debtors against whom the lien is filed; (p) names of debtors against whom the lien is filed; (q) names of debtors against whom the lien is filed; (r) names of debtors against whom the lien is filed; (s) names of debtors against whom the lien is filed; (t) names of debtors against whom the lien is filed; (u) names of debtors against whom the lien is filed; (v) names of debtors against whom the lien is filed; (w) names of debtors against whom the lien is filed; (x) names of debtors against whom the lien is filed; (y) names of debtors against whom the lien is filed; (z) names of debtors against whom the lien is filed.

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, to principal due. Note: interest, to amounts payable under Paragraph 2, or to principal due, to interest due, 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, to principal due.

any Funds (etc.) by Lender. If under Paragraph 19 of this Schedule any Fund held by Lender is sold or acquired by Lender, Lender shall apply, no later than immediate delivery prior to the sale of the Property or its acquisition by Lender, any sums secured by this Security Instrument.

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 of all sums received by this Security Instrument. Lender shall demand to Borrower upon demand in full of all sums received by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security instrument, plus the principal due on the date when the funds secured by

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 to or debits to the sums secured by the Funds was made. The Funds are pledged as additional security for the sums secured by the Funds and the sum due under this Note shall be paid to Lender at the time of maturity.

state agency including Lennder if Lennder is such as such an institution). Lennder shall apply the Funds to pay the escrow items or a sum equivalent to the escrow items if Lennder has no funds available to pay the escrow items.

The Funds shall be held in trust for the benefit of the beneficiaries or successors of which are insured or guaranteed by a federal or state agency.

**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 affect the property, if any; (b) yearly hazard insurance premiums; and (c) yearly liability insurance premiums.

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

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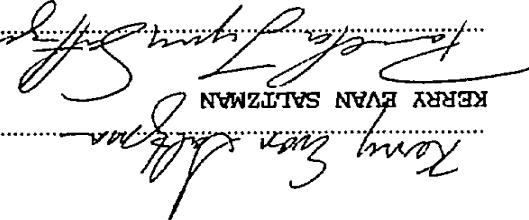
FFMC 300 (1/88)

MULTISTATE CONDOMINIUM RIDER - Single Family - ENMA/EHIMC UNIFORM INSTRUMENT

Form 3140 12/83

87534551

PAMELA LYNN SALTMAN



KERRY EVAN SALTMAN  
Kerry Evan Saltzman  
(Seal)

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

Instrument at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower or disbursement by Lender under this paragraph F shall become additional debt of Borrower to the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of instrument. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower to the Security Instrument.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.

The Owners Association unacceptable to Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by

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

Lender;

(ii) any amendment to any provision of the Condominium Document if the provision is for the express benefit of

eminent domain;

(i) the abandonment or termination of the Condominium Document, except for abandonment or termination or

required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or

consent, either party or subdivision the Property or consent to:

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

shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Convention 9.

elements, or for any conveyance in lieu of condemnation, or for any part of the Property, whether or not of the common

connection with any condominium of any award or claim for damages, direct or consequential, payable to Borrower in

D. Condemnation. The proceeds of any award or claim for damages, amount, and extent of coverage to Lender.

C. Public Liability Insurance. Associates, Borrower shall take such actions as may be reasonable to insure that the Owners

Paid to Lender for application to the sums secured by the Security Insurance, with any excess paid to Borrower.

In the event of a distribution of assets, any insurance proceeds payable to Borrower are hereby assigned and shall be

Borrower shall give Lender prompt notice of any lapse in required hazard coverage.

is deemed satisfied to the extent that it is required coverage is provided by the Owners Association policy.

(ii) Borrower's obligation under Uniform Convention 5 to maintain hazard insurance coverage on the Property

the year premium installments for hazard insurance on the Property; and

(i) Lender's waiver of the provision in Uniform Convention 2 for the monthly payment to Lender of one-twelfth of

within the term "extender coverage," then:

"Master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and hazards included

coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards insurance

B. Hazard Insurance. So long as the Owners Association maintains, with a general liability accepted insurance carrier, a

promptly pay, when due, all dues and assessments imposed pursuant to the Condominium Documents.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium

Creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall

Borrower and Lender further covenant as follows:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

includes Borrower's interest in the Owners Association and the use of its members or shareholders, the Property also

"Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the

"Security Interest") holds title to property for the benefit of Borrower's beneficiaries of Borrower's interest.

and is incorporated into this instrument. The "Condominium Project" to secure Borrower's Note to

"Security Interest" of the same date given by the Mortgagee, Deed of Trust or Security Deed (the "Lender")

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

2303 CENTRAL STREET #3 W EVANSION, ILLINOIS 60201 [Property Address]

THIS CONDOMINIUM RIDER is made this day of SEPTEMBER 30th

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Property of Cook County Clerk's Office