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BOX 333-CC - F

[Space Above This Line for Recording Date]

This instrument prepared by  
and should be returned to:

Patricia Laschobor  
The First National Bank of Chicago  
One First National Plaza  
Suite 0049  
Chicago, Illinois 60670-0049

## MORTGAGE

74420-4

\$16.00

THIS MORTGAGE ("Security Instrument") is given on ..... October 14, 1987...  
The mortgagor is Cathleen M. Bishop, unmarried, female, never having been married

This Security Instrument is given to ..... THE FIRST NATIONAL BANK OF CHICAGO.....  
which is organized and existing under the laws of ..... THE UNITED STATES OF AMERICA.....  
and whose address is ..... ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670.....  
("Lender"). Borrower owes Lender the principal sum of

FORTY-FOUR THOUSAND FIVE HUNDRED AND NO/100.....

Dollars (U.S. \$ ..... 45,000.00). 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 November 01, 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:

UNIT NO. 101 IN THE 2629 NORTH HAMPDEN COURT CONDOMINIUM, AS DELINEATED  
ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 9 AND 10 (EXCEPT THE SOUTHERLY 135 FEET OF SAID LOT 10) IN THE  
SUBDIVISION OF BLOCK 3 IN OUT LOT 'A' IN WRIGHTWOOD BEING A SUBDIVISION  
OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST  
OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS WHICH SURVEY

IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM RECORDED AS  
DOCUMENT 25992314 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN  
THE COMMON ELEMENTS.

which has the address of 2629 North Hampden - #101, Chicago.....  
(Street) ..... (City)

Illinois 60614 ..... ("Property Address"), REAL ESTATE TAX ID #14-28-318-069-1001  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-  
nances, 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 fore-  
going 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 en-  
cumbrances 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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Given under my hand and official seal, this 19 day of October 1982, in Cook County, Illinois.

Instrument as hereinafter described, for the uses and purposes herein set forth, appelleed before me this day in person, and acknowledged that the above and subscriber known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, and for said county and state, do hereby

certify that Cathleen H. Bishop, a Notary Public in and for said county and state, do hereby

expel.

STATE OF ILLINOIS, County of Cook  
Space Below The Line For Acknowledgment

Borrower  
(Seal)

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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 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 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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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 at the rate of disbursement at the date of disbursement or at the rate agreed to by Note rate and shall be payable, with interest, upon demand to Lender to Borrower regardless of payment.

Property, the lesseehold and freehold shall not merge unless a Right to Purchase is granted by the lessor in writing.

of the sums accrued by this Security instrument immediately prior to the acquisition, and provides for the application of such funds to the payment of taxes and premiums.

Unless a Lender and Borrower otherwise agree in writing, any application of proceeds to a particular payment date or dates of the paymen

Lender may sue the insurance carrier for recovery of the amounts paid by the insurance company to satisfy the claim.

or repairing it, if the restoration or repair is economically feasible, and Lenders' security is not lessened, if the restoration or repair is not economically feasible or Lenders' security is lessened, then a notice of

Unleas Leander under another agree in writing, insurance proceeds shall be applied to reparation to the insured carrier and Leander, under may make proof of loss if under promissarily give to Leander all receipts of paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier to hold the same ready to receive and renew any policy or certificate of paid premiums and renewals, in the event of reinsurance, Borrower shall promptly reimburse Leander under otherwise agree in writing, insurance proceeds shall be applied to reparation to the insured carrier and Leander.

**5. Hazard Insurance.** Borrower shall keep the Impairment insurance coverage effective on the date one of the title companies sets forth with 10 days of the closing date.

Lenders' opinion operate to prevent the enforcement of any part of the Property; or (c) Lenders may give Borrower a notice terminating the lease if the lessee fails to pay rent or other amounts due under the lease.

Primarily to insure that neither receives excessive earnings, or the services of persons.

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 due, to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Paragraph, if Borrower makes these payments directly, Borrower shall

due under the note; turn, as it now occurs payable under paragraph 2; return, to interest due; and then, to principal due. 4. Charges: Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions arising out of the property which may affect his Security instruments, and leases held by him, if to the Person holding the same.

by Lender at the time of application as a credit against the sum secured by this Security instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly release  
requisite of record.

Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments due, if the amounts of funds held by Lender is not sufficient to pay the escrow items when due, either pro rata or in full, as determined by Lender.

pledged as additional security for the sums secured by this Security Instrument, the funds are deposited in the funds and the purpose of which each deposit to the funds was intended.

a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, unless otherwise provided in the Note.

The Fundus shall be held in an institution the expenses of which are to be paid by the Lender if the Lender is such an institution.

latastrumens; (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". Under many leases due on the basis of different data and reasonable estimates of future escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Barron will 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 fall in property over this Security.

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

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CONDOMINIUM RIDER 2 6 3 8

THIS CONDOMINIUM RIDER is made this 14th day of October, 1987 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 THE FIRST NATIONAL BANK OF CHICAGO (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
2629 North Hampden #101a, Chicago, IL 60614  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as NORTH HAMPTON COURT (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.

  
Cathleen M. Bishop (Seal)  
Borrower

(Seal)  
Borrower

74420-4  
PL

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Property of Cook County Clerk's Office

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## ADJUSTABLE RATE RIDER TO MORTGAGE

This ADJUSTABLE RATE RIDER TO MORTGAGE is made this 14<sup>th</sup> day of October, 1987 and is incorporated into and shall be deemed to amend and supplement the mortgage of the same date ("Mortgage") given by the undersigned ("Borrower") to secure the Borrower's Adjustable Rate Note ("Note") to The First National Bank of Chicago ("Lender") of the same date and covering the property described in the Mortgage and located at:

2629 North Hampden - #101, Chicago, IL 60614  
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.  
The Note provides for an initial interest rate of 6.900 % and a first Change Date of January 01, 1989. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

### "4. INTEREST RATE AND MONTHLY PAYMENT CHANGES"

#### (A) General

The interest rate I pay will change based on movements of the Index (described in Section 4(C)) and rate change limitations (described in Section 4(E)).

#### (B) Change Dates

The interest rate I pay may change on the first Change Date and on every January 1 and July 1 thereafter. Each day on which my interest rate could change is called a "Change Date". Since interest is collected in arrears, the amount of my monthly payment may change on each February 1 and August 1 after the first Change Date.

#### (C) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. Although the index value on the first Change Date cannot be predicted, the index value for the month of September, 1987 was 7.740 %.

The "Index" is the monthly average yield, expressed as a percent per annum, for six month certificates of deposit (CDs) traded in the secondary market, as published in the Federal Reserve's statistical release H-15 and the Federal Reserve Bulletin and as available from the Lender and the Federal Reserve Bank of Chicago. The new rate for each six month period will be based on the most recent index available at the end of the month preceding the Change Date. If the index is no longer available, the Note Holder will choose a new index and will give me notice of this choice.

#### (D) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.6 percentage points to the index. The Note Holder will then apply the limits in Section 4(E). The result will be my new interest rate until the next Change Date.

With each interest rate change, the Note Holder will determine the new amount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. I will be notified of each change in my interest rate and loan payment in accordance with Section 4(G).

#### (E) Limits on Interest Rate Changes

On the first Change Date, the interest rate will not increase or decrease from the initial rate set forth in Section 2 by more than 2.00 percentage points. On any Change Date after the first Change Date, the interest rate will not increase or decrease from the rate in effect by more than one (1) percentage point or by less than one-tenth of one (0.10) percentage point.

During the life of the loan, the interest rate will not increase from the initial rate set forth in Section 2 by more than 7.100 percentage points.

#### (F) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment on the first monthly payment date after each Change Date until the amount of my monthly payment changes again.

#### (G) Notice of Changes

The Note Holder will mail me a notice of any rate change at least 25 days before there is a change in my monthly payment. This notice will include all information required by law."

By signing this ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower agrees to all the terms hereof.

Cathleen M. Bishop [Seal]  
Cathleen M. Bishop  
Borrower

[Seal]  
Borrower

[Seal]  
Borrower

[Seal]  
Borrower

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