CINB 231 SOUTH LASALLE

CHICAGO, ILTINOIS 60697

MORTGAGE

30TH OCTOBER

19 87 botween HETTY E. HARLAN AND BRUCE S. BUCHOWICZ, HER HUSBAND AS JOINT TENANTS

Mortgagor and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 231 South LaSalle Street, Chicago, Illinois 60697, as Mortgagoe. As used in this document the words "you" and "you" refer to the persons signing this instrument and the word "tender" refers to Continental Illinois Autional Bank and Trust Company of Chicago and its successors and assigns.

Indebtedness Being Secured. You are signing this Mortgage to secure to Lender (i) repayment of amounts outstanding under a certain variable rate Equity Line Agreement; die "Agreement" date the same date as this Mortgage in the amount of \$5,000.00.

(Credit Limit") or so much thereofas may be outstanding from time under the Agreement plus accrued interest (Finance Charges), less, charges and other amounts that may be owing under the Agreement plus accrued interest (Finance Charges), less, charges and other amounts that may be owing under the Agreement plus accrued interest (Finance Charges), less, charges and other amounts that may be owing under the Agreement plus accrued interest (Finance Charges), less, charges and other amounts that may be owing under the Agreement providing for monthly payments of interest (Finance Charges) and providing for all sums owing to Lender herounder and under the Agreement of not paid earlier either voluntarily or required to be paid on "NOVENBER 1.6TH".

(Naturity Date") and all renewals, extensions or modifications of the Agreement, (ii) any amounts advanced to protect the security of this Mortgage, (iii) the performance of the parties signing the Agreement, and (iv) your performance of the parties signing the Agreement, and (iv) your performance of coverants and agreements contained in the Mortgage. The Agreement sunder which the Finance Charge is computed may change over the term of the Agreement. The Annual Percentage Rate may increase or decrease each day depending upon the daily balance in the Account. The Annual Percentage Rate may increase or decrease each day depending upon the daily balance in the Account. T

(SEE ATTACHED)

87599261

The property has an address of PI 14-0-1/14-006. POLUME, 4-93.

Interiors described below relating to this road state of the insection a state of the Methylago is on it topshold) is referred to in this Mortgage as the Property. We also insection to the insection a state of the Methylago is on it topshold is referred to in this Mortgage as the Property. We also insection to the Methylago is on it topshold is referred to in this Mortgage as the Property. We also insection to the Methylago is on it topshold is referred to in this Mortgage as the Property. We also insection to the Property in the Proper

somewals thereof shall be or form exceptable to Lender, shall include a standard mortgages claiked with loss payable for all of form oftenwise acceptable to Lender, and the control of th

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14. Your Copy. You shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

15. Paradel latelon Loan Agreement. You shall (fulfill all of your obligations deliver any promor in the property of the control of the control

IN WITNESS WHEREOF, Mortgagor has executed this Mor gage Mortgago Mortgagor Mortgagor STATE OF ILLINOIS COUNTY OF COOK Paida Janet J. , a Notary Public in and for said county and state, do hereby certify Hetty E. Harlan and Bruce S. Buchowicz, by husband, as joint tenants are personally known to me to be the same person(s) whose name(s) foregoing instrument, appeared before me this day in person, and acknowledged that _ signed and delivered the said instrument their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official sent, this 2nd November 4 V Of Public Public My Commission explinis: Liv Commission Expires June 11, 1999 STATE OF ILLINOIS COUNTY OF a Notary Public Frand for said county and state, do hereby certify personally known to me to be the same person(s) whose game(s) foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument free and voluntary act, for the utes and purposes therein set forth. Given under my hand and official seal, this My Commission expires

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1600)

COMMITMENT NO

CH234693

LEGAL DESCRIPTION

THE RESERVE OF THE PARTY OF THE WINTER VIBER IN VILLOW DAYSON BURNETTOWNHOUSE CONDOMINIUM AS DECINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 41 TO 47 BOTH INCLUSIVE, AND THE WEST 60 FEET OF LOT 48 (EXCEPT THE SOUTH 7.52 FEET THEREOF) IN SUB-BLOCK 1 OF THE SUBDIVISION OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE WILLOW DAYTON PLACE TOWNHOUSE CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AG DOCUMENT 85-162,137, TOGETHER WITH THE UNDIVIDED PERCENTAGE TE. LENE.

OF COOP COUNTY CLOTH'S OFFICE

S1 INTEREST IN THE COMMON ELEMENTS APPERTAINING TO SAID UNIT.

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This CONDOMINIUM RIDER is made this	30TH	day of	OCTOBER	, 19.	87
and is incorporated into and made a part of that co	ertain Mortga	ge ("Mortgage") to	owhich this Cond	dominiu	ım Ridei
is attached, dated of even date herewith, given by Agreement to Continental Illinois National Bank	and Trust Co.	mpany of Chicago	o, a national bank	king ass	ociation
(hereinafter "Lender") (which Agreement is more Mortgage is located at 1823 NORTH	fully describe DAYTON -	ed in the Mortgage CHICAGO, I	e). The Property (LLINOIS 60652	describe ?	ed in the
Wortgage is totaled in		(Property A	ddress)		
The Property comprises a unit in, together with a project known as			non elements of,	a condo	minium
(Name of Condominium Project) (hereinafter "C ments made in the Mortgage, Mortgagor and Lei	ondominium	Project"). In addit		ants and	d agree-

- 1. Assessments. Mortgagor shall promptly pay, when due, all assessments imposed by the Owners' Association or other governing body of the Condominium Project (hereinafter "Owners' Association"), pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project.
- 2. Hazard Insulance, So long as the Owners' Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:
- (a) Mortgagor's obligation under Paragraph 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and
- (b) the provision in Paragraph 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project or of applicable law to the extendencessary to avoid a conflict between such provisions and the provisions of Paragraph 5. For any period of time diving which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect, and the provisions of Paragraph 5 of the Mortgage shall control. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance coverage previously maintained by the Owners' Association

In the event of a distribution of hazard insurance proceeds in the of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Mortgage, with the excess, if any, paid to Mortgagor.

- 3. Lender's Prior Consent. Mortgagor shall not, except after notice to Lander and with Lender's prior written consent, partition or subdivide the Propeny or consent to:
- (a) the abandonment or termination of the Condominium Project, except for abandonment or termination provided 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;
- (b) any material amendment to the declaration, by-laws or code of regulations of the Owners' Association, or equivalent constituent documents of the Condominium Project, including, but not limited to any amendment which would change the percentage interests of the unit owners in the Condominium Project; or
- (c) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.
- 4. Remedies. If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including but limited to the covenant to pay condominium assessments when due, then Lender may invoke any remedies provided under the Mortgage, including, but not limited to, those provided under Paragraph 17.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

| Continue | Condominium Rider. | Condominium

Mortgagor