

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
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## MORTGAGE

L# 602105-9

April 14

87 THIS MORTGAGE ("Security Instrument") is given on April 14, 1987. The mortgagor is Herbert C. Erickson and Lois Erickson, husband and wife, and Pamela A. Erickson, a spinster ("Borrower"). This Security Instrument is given to LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of the United States of America, and whose address is 5700 N. Lincoln Avenue, Chicago, Illinois 60689 ("Lender").

Borrower owes Lender the principal sum of Fifty Thousand and no/100 Dollars (U.S. \$...50,000.00....). 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 May 1, 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 One (1):

Unit Number Two Thousand Eighteen (2018) - One (1) "W" as delineated on survey of Lots Three (3) and Four (4) in Block Two (?) in Wheeler's and Others Subdivision of that part of the North Half ( $\frac{1}{2}$ ) of the North East Quarter ( $\frac{1}{4}$ ) of the North West Quarter ( $\frac{1}{4}$ ) of Section Eighteen (18), Township Forty-One (41) North, Range Fourteen (14) East of the Third Principal Meridian, lying West of Sherman Avenue, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by the 1st National Bank and Trust Company of Evanston, as Trustee under Trust Agreement dated February 25, 1976 and Known as Trust Number "R"-1912, Recorded in the Office of the Recorder of Cook County, Illinois, as Document Number 23693245, together with an undivided 3.91 per cent interest in said Parcel (excepting from said parcel all the property and space comprising all the Units thereof as defined and set forth in said Declaration and survey).

### Parcel Two (2):

Easements appurtenant to and for the benefit of Parcel One (1), aforesaid for parking purposes in and to parking space as defined and set forth in aforesaid Declaration and survey, all in Cook County, Illinois. A/D.O.

PERMANENT TAX INDEX NUMBER:

11-18-104-036-1019

WY

87288891

### MORTGAGE BEING RE-RECORDED TO ADD PARKING SPACE

which has the address of 2018 Sherman, Unit 1W, Evanston, [City],

Illinois 60201, ("Property Address"), [Street], [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 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.

87634780

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BOX 333-CC

This instrument was prepared by: *[Signature]*  
Fredric G. Navy  
7300 N. Lincoln Ave., Chicago, IL 60655

This instrument was prepared by.

February 20, 1988

(ג'זבָּס)

Navy Pubs

Witnesses my hand and official seal this day of April

(הַיְלָדֶת הַמִּזְרָחִית)

.....**Stanley Wojciechowski**..... a Notary-Public in and for said country and state, do hereby certify that  
Herculex C. Fletcher, Esq., of this City, has been admitted, and is now a member of the Bar of the Commonwealth of Massachusetts, and is entitled to practice law in the State of Massachusetts.

STATE OF .....ILLINOIS..... 87634780  
1987 DEC - 1 AM 10:37  
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COOK COUNTY CLERK'S OFFICE  
S.S. 8

**HOSPITALS & HOMES**

INSTRUMENTS AND IN RUGY TRACER(S) EXCEPT IN A RUGY POSITION AND RECORDED WITH  
THEIR OWN SIGNATURE

BY SIGNING BELOW, BROTWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY

Other(s) (specify)

Graduated Payment Rider     Planned Unit Development Rider

2-4 Family Rider       Condominium Rider       Adjustable Rate Rider

23. Right to this Security Instrument, if one or more rights are exercised by Borrower and recorded together with  
the conveyance of each which right shall be incorporated into and shall amend and

1. **Interest** - amount without charge to Borrower. Borrower shall pay interest costs.

21. Releasee, Upon payment of all sums secured by this Secured Instrument, Lender shall release this Security interest in such collateral as security for this Note.

costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judge) shall

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

Informed Bottower or the right to reinstate after acceleration and the right to offset in the foreclosure proceeding time non-existence of a default or any other deficiency of Bottower to acceleration and foreclosure. If the debt is not cured on or

secured by this Security Instrument, foreclose by judicial proceeding and sell or the Property. The notice shall further

debut date; (c) a date, not less than 30 days from the debut date, by which the debut will be cured;

breach of any covenant in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17).

NON-UNIFORM GOVERNANTS, BORROWER AND LENDER, FURTHER COVENANT AND AGREE AS FOLLOWS:

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UNIFORM COVENANTS. 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 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 Borrower 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 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 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 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; 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 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 promptly furnish to Lender receipts evidencing the payments.

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) 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 amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower 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, Borrower 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's security is not lessened. If the restoration or 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 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 the 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 1 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.

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11. Lender agrees to provide a period of notice shall give Borrower notice of acceleration. The notice shall provide a period of no 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 to pay the same prior to the expiration of this period. Lender may invoke any remedies permitted by law without further notice or demand on Borrower.

general law as of the date of this Security Instrument. However, this option shall not be exercised by Lender if exercecable in full all amounts secured by this Security Instrument, Lender may, at its option, require immediate payment in full of all amounts

17. Transfer of title Property or beneficial interest in Borrower's sole or any part of the Property or any other asset and Borrower is not a natural person or entity or transfer of title to Borrower.

which can be given effect without the conflicting provisions. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. Governing Law: Sovereignty instruments shall be governed by federal law and the law of the jurisdiction in which the property is located. This Section shall not conflict with any provisions of the Securities Act of 1933 or clause 14 of the Securities Exchange Act of 1934.

provided for in this Paragraph. Security instruments shall be deemed to have been given to Borrower or Lender for whom given as provided in this Paragraph.

mailing it by first class mail unless otherwise provided for in the security agreement or given by another method. Any notice to Lender shall be directed to Lender at the address or any other address designated by notice to Lender. Any notice to Lender shall be given by

permitted by paragraph 19, if Under exercise this option, Lender shall take steps specified in the second paragraph of

permitted to make this refund by reducing the principal owed under the Note or by marking a direct payment to Borrower. Under this Note, the Note will be reissued to Borrower, if a principal reduction is made to the Note.

connection with the loans received under the permitted limits, (a) any such loan chargeable or otherwise includable in charges, deducted or to be deducted by the amount necessary to reduce the charge to the permitted limit, (b) any sum already collected from Dotorower which exceeded

that Borrower's consent. If the loan secured by us, Security Instrument is subject to a law which sets maximum loan charges and limits on interest rates or the terms of such debts, then either of the above minimum

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. It may be modified or amended by mutual agreement of the parties hereto.

This security infrastructure shall bind the certificate to the public key of the device. (2) is considered a secure mechanism but does not execute the logic of the certificate only to motivate, reward, train and convert users of the application.

11. Successors and Assignees, Joint and Several Liability—Co-defenders. The covenants and agreements of shall not be a party to or bound by any right or remedy of the original parties or of any successor or assignee of either party.

Lender shall not be entitled to commence proceedings against any successor or assignee in respect of any sums secured by the Security Instruments, any provision of any document made payable or otherwise payable to Lender or any other party in respect of any sum due under the Security Instruments.

10. Both are Not Released; Robberies by Leader Not a Waller. Extension of the time for payment of modified condition of the sums secured by this Security instrument. Granted by Leader to Any Successor in interest of Borrower, if it so desires to release the holder of this instrument from his liability.

To the sums secured by this instrument, which or not then due  
to Alice Lender and Borromeo otherwise agrees in writing, an application of proceeds to principal shall not exceed  
the amount of such amounts as may be necessary to pay off the monthly payments referred to in paragraphs 1 and 2 of this instrument.

make an award of expenses to defend a claim for damages. However, under the terms of the lease, Lender is authorized to collect said expenses to the extent of the amount of the award.

before the strike, divided by (b) the fair market value of the ownership interest; (c) the total amount of time sums security interests paid to Borrower.

Instruments, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the property used as security, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds realized by the sale.

Any Condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lessor.

shall give Borrower notice at the time of or prior to an inspection specifying reasonable and reasonable upon and inspections of the Property. Lender

Borrower shall pay the premiums required to maintain the insurance in force during the term of this instrument for the premium rates and conditions as set forth in the original agreement.

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CONDOMINIUM RIDER

L-602105-9

THIS CONDOMINIUM RIDER is made this ..... 14th ..... day of ..... April ..... 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 ..... LIBERTY, FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO ..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2018 Sherman, Unit 1W, Evanston, Illinois 60201.

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

The University Court Condominium  
(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 requiring payment.

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

Herbert C. Erickson (Seal)  
Borrower

Lois Erickson (Seal)  
Borrower

Pamela A. Erickson (Seal)  
Borrower

