

UNOFFICIAL COPY

BOX 333 - GG

UP AFTER RECORDING RETURN TO:
MERRILL LYNCH REALTY
500 PARK BOULEVARD
SUITE 70
ITASCA, IL 60143

87674436

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER TWENTY-FIRST
19 87. The mortgagor is NATALIA GREEN, WIDOWED

15⁰⁰

(“Borrower”). This Security Instrument is given to MERRILL LYNCH REALTY, A DELAWARE LIMITED PARTNERSHIP, ITS SUCCESSORS AND/OR ASSIGNS which is organized and existing under the laws of THE STATE OF DELAWARE , and whose address is MERRILL LYNCH REALTY, C/O GMAC MORTGAGE CORPORATION, P.O. BOX 780, WATERLOO, IOWA 50704 (“Lender”). Borrower owes Lender the principal sum of FORTY-THREE THOUSAND TWO HUNDRED AND NO/100

Dollars (U.S. \$ 43,200.00). 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 JUANUARY 01, 2018. 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:

PERMANENT INDEX NUMBER:17-03-222-023-1055

UNIT NUMBER 703 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PROPERTY
(HEREINAFTER REFERRED TO AS "PARCEL") : ALL OF LOTS 2 AND 3 AND THAT PART OF LOT 1
LYING WEST OF A LINE 12 FEET EAST OF AND PARALLEL TO THE MOST WESTERLY LINE OF
SAID LOT 1, AND SAID MOST WESTERLY LINE EXTENDED, AND ALL OF LOTS 37, 38, 39, 40,
41 AND 42 (EXCEPT THE EAST 33 FEET OF SAID LOT 42) IN LAKE SHORE DRIVE ADDITION TO
CHICAGO, A SUBDIVISION OF PART BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF
THE SOUTH FRANCIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH IS ATTACHED AS EXHIBIT
"A" TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR PLAZA ON DEWITT CONDOMINIUM
ASSOCIATION, DATED SEPTEMBER 12, 1975 AND RECORDED SEPTEMBER 17, 1975 AS DOCUMENT
23225147 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL, IN COOK
COUNTY, ILLINOIS.

THIS INSTRUMENT WAS PREPARED BY: MERRILL LYNCH REALTY
500 PARK BLVD
SUITE 70
ITASCA, ILLINOIS 60143
KIMBERLY HOLTE

which has the address of 260 E. CHESTNUT 1703

CHICAGO [City]

Illinois [REDACTED] ("Property Address");
[REDACTED] (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.

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1987 DEC 24 PM 11:16

FILED FOR REC

1/1990
Illinois
Union
Seal

My Commission expires:

Given under my hand and official seal, this

SCT FORUM

subscribed to the Foregolfing instrument, appeared before me this day in person, and acknowledged the foregoing instruments as his/her free and voluntary act, for the uses and purposes herein signed and delivered the said instruments as his/her

IS , personally known to me to be the same person(s) whose name(s)

do hereby certify that NATALIA GREEN, WIDOWED

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

ss / ss

STATE OF ILLINOIS. COOK

Borrower
(Seal)

Borrower

Borrower

NATALIA GREEN

Instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNED BELOW, Borrower accepts and agrees to the terms and conditions contained in this addendum.

Other(s) [Specify]

□ Graduated Power-cut Rider

Adjustable Rate Rider

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 duly judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payments of management fees of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receivables and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead except in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings of each such rider shall be incorporated into and shall amend and supplement the coverings of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable otherwise). The notice shall specify: (a) the action required to cure 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. (c) a date, not less than 30 days from the date the notice is given to Borrower, after which the default must be cured; (b) the action required to accelerate the default; (e) the date the default is incurred; (f) fees and costs of title insurance; (g) reasonable attorney's fees and costs of title insurance; (h) reasonable expenses incurred in pursuing this Security Instrument; and (i) reasonable attorney's fees and costs of title insurance.

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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 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.** 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 amount, 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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18. Borrower's Right to Reinstatement. 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 which the court would be due under this Security Instrument and the Note had no acceleration clause. Borrower shall have the right to reinstate, or (c) pay all expenses incurred in enforcing this Security Instrument before sale of the Property pursuant to any Power of Sale contained in this Security Instrument or (d) pay all expenses incurred in enforcing this Security Instrument before sale of the Property pursuant to any Power of Sale contained in this Security Instrument.

This Security Instrument 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.

federal laws as of the date of this Security Interest.

Secured by this Security Instrument, however, this option shall not be exercised by Lender if exercise is prohibited by

Interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred in Borower's possession), Lender may, at its option, require immediate payment in full of all sums

16. Borrower's Copy. Borrower shall be given one conforming copy of this Note and of this Security Instrument.

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.

Note conflicts with applicable law, such conflicts shall not affect other provisions of this Security Instrument or the Note.

in this paragraph.

provided for in this Schedule shall be deemed to have been given to Bottower under whom given as provided

permitted by paragraph 19, in Lender exercises this option, Lender shall take the steps specified in the second paragraph of notices. Any notice to Borrower provided for in this Section shall be given by delivery in or by

rendering any provision of the Note or this Security Instrument unnecessary 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 remedy

under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as partial prepayment without affecting the Note under the Note.

connection with the loan exceeded 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 (c) any sums already collected by Borrower which exceed the principal owe permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owe

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

modifiy, forbear or make any accommodations with respect to the terms of this Security Instrument, and (c) agrees that neither he nor any other Borrower may agree to extend the time within which Note will be paid.

of paragraph 17. Borrower's convenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to SecuritY Instruments (or) is not personally liable.

11. **Successors and Assigns**: Provided, that the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument shall bind and enure to the same extent as Lender and Borrower, the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument, shall bind and enure to the same extent as Lender and Borrower.

pay the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy by the original Borrower's successors in interest shall not constitute any waiver of any provision of this Security Instrument, any provision of the Note, or any provision of this instrument.

modelization of anisotropies of the sums secured by this Security Instrument granted by Lender to any Successor Borrower. Notwithstanding the liability of the original Borrower, Successors in Interest in Interests shall not be liable to Lender for any sums secured by this Security Instrument granted by Lender to any Successor Borrower.

10. **Borrower Not Releases; Forbearance By Lender Not a Waiver.** Extension of the time for payment postpones the due date of the monthly payments referred to in paragraphs 1 and 2 or changes the amount of principal shall not extend unless, under and otherwise agree in writing, any application of proceeds to principal shall not exceed the amount of principal outstanding.

governance, and ensure an audit trail of certain financial transactions. It also provides a secure way to store sensitive information such as medical records or financial documents.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers make it impractical for Borrower to reside in the Property, Borrower shall pay to Lender the amount of the principal balance due on the Note.

unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced

Instrument, whether or not then due, with any excess paid to Borrower. In the event of a default taking of the sums secured by this Security Instrument, and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for damages, direct or consequential, arising from or in connection with the proceeds of any award of title to an unoccupied dwelling house at the time of or prior to the time of or before the date of commencement.

insureance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **21ST** day of **DECEMBER**, **19 87**, 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 **MERRILL LYNCH REALTY, A DELAWARE LIMITED PARTNERSHIP, ITS SUCCESSORS AND/OR ASSIGNS** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
260 E. CHESTNUT #703, CHICAGO, ILLINOIS 60611

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: **PLAZA ON DEWITT CONDOMINIUM ASSOCIATION**

[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. As 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.

Natalia Green
NATALIA GREEN

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

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