

COOK COUNTY, ILLINOIS FILED FOR RECORD

1987 FEB 17 PM 2: 42

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(Space Above This Line For Recording Data)

Loan # 567235-0

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 16th

ERNEST MILLY. and LOUISE LOVE, HIS WIFE

("Borrower"). This security Instrument is given to

CCIDOME REALTY CROOT CORP. which is organized and critics under the laws of THE STATE OF MARYLAND

, and whose address is

1 FOUNTAIN PLAZA, PUFFALO, NEW YORK 14203

("Lender").

Borrower owes Lender the principal sum of Ninety-two thousand seven hundred and NO/100 - - -

Dollars (U.S. \$ 92,700.00

). 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 March 2017

This Security Instrument secures to Lender: (a) the repayment of the debt videnced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, vith interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Bong error's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mor gage erant and convey to Lender the following described property

located in EVANSTON

County, Illinois:

UNIT 4-E AS DELINEATED ON PLAT OF SURVEY C? 'HE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED 'LO AS "PARCEL"): LOT "A" OF THE PLAT OF CONSOLIDATION OF THE NORTH 100 FELT 'EXCEPT THE EAST 8 FEET TAKEN FOR ALLEY) OF THE WEST 1/2 OF BLOCK 41 IN EVANSTON, AND THE SOUTH 57 FEET OF THE NORTH 157 FEET (EXCEPT THE EAST 8 FEET TAKEN FOR ALLEY) OF THE WEST 1/2 OF BLOCK 41 IN EVANSION, ALL IN SECTION 18, TOWNSHIP /I NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY MARQUETTE NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DAILY) OCTOBER 31, 1967 AND KNOWN AS TRUST NO. 3998, RECORDED IN THE OFFICE OF THE PLOCROER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23413165; TOGETHER WITH AN UNDIVIDED 3.721 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

N

PIN # 11-18-328-017-1022

wnich has the address of

1333 MAPLE AVENUE, UNIT 4E

EVANSION

[City]

Illinois

60201 [Zip Code]

("Property Address");

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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SCHYDINGUEC, ITTINOIS 60173-5422
3375 S. MOODELED DRIVE, SUITE C-50
GOLDONE REALT CREDIT CORP.
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breach of any covenant or agreement in this Security Instrument (but not prior to acceleration; Remedies, Lender aball give notice to Borrower prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date motice is given to Borrower, by which the default must be cured; said (d) that tailure to cure the default on or before the date specified in the notice may result in acceleration of the suma secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or effore the date specified in the notice, Lender at its option may require immediate payment in tall of all sums secured by this Security Instrument without further demand and may foreclose the Security Instrument by judicial proceeding the entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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.

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 F. nc's 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 paymer; in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lenger. 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 'he sums secured by this Security Instrument.

3. Application of Neyronts. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I 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 owe. 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 lied which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation scover by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the ien 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 Borrowe, subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and cheft include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Por ower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall gave 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 socurity 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 ercess 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 we 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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occurred However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. 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 reasonably require to assure that the fien of this Security Instrument, Lender's rights in the Property and Borrower's reasonably require to assure that the fien of this Security Instrument, Lender's rights in the Property and Borrower's reasonably require to assure that the fien of this Security Instrument, Lender's rights in the Property and Borrower's applicable law may specify for remarkitement) before sale of the Property pursuant to any power of sale contained in this Security Instrument and the Note had no acceleration Security Instrument and the Note had no acceleration (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration remedies permitted by this Security Instrument without further notice or demand on 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 enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

this Security Instrument, If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this opilon. Lender shall give Borrower notice of acceleration. The notice shall provide a period federal law as of the date of this Security Instrument.

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 16. Horrower's Copy. Borrower shall be given one conformed copy of the Note and of this Secur. y Instrument.

17. Iransfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an animal interest in Borrower is sold or transferred and Borrower is not a natural interest in its sold or transferred for its abeneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not an animal of all sums.

15. Governing Law; Severability. This Security Instrument shall be governed by fedged; lay and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security it strument or the Note Conflicts with applicable law, such conflict shall not affect other provisions of this Security It strument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security it strument and the Which can be given effect without the conflicting provision. To this end the provisions of this Security it strument and the Which can be given effect without the conflicting provision. To this end the provisions of this Security in strument and the

provided for in this Security Instrument shall be deemed to have been given to Borrower or Ler when given as provided first class mailto Lender's address stated herein or any other address Lender designates by netice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mall unless applicable law requires use of another method. The notice shall be directed to the paragraph 17

14 Notices. Any notice to Borrower provided for in this Security Instructor, from shall be given by delivering it or by

14 Notices. Any notice to Borrower provided for in this Security Instructor. The notice shall be directed to the

permitted by paragraph [9, If Lender exercises this option, Lender shall take the steps specified in the second paragraph of may require immediate payment in full of all sums secured by this Security estrument and may invoke any remedies rendering any provision of the Note or this Security Instrument unenforce, oh according to its terms, Lender, at its option, 13 Legislation Affecting Lender's Rights. If enactment of applicable lavys has the effect of

partial prepayment without any prepayment charge under the Note. permitted limits will be refunded to Borrower. Lender may (hoo e to make this refund by reduction will be treated as a necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded connection with the loan exceed the permitted limits, the (: (1) any such loan charge shall be reduced by the amount Loan Charges. If the loan secured by the forther loan charges collected for to be collected in charges, and that law is finally interpreted so that the interest or other loan charges collected for to be collected in

that Borrower's consent. modify, forbear or make any accommodations with T gard to the terms of this Security Instrument or the Note without

the sums secured by this Security Instrument, and 'e agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's coverants a.e. a ceements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey Instrument only to mortgage, grant and convey shall not be a waiver of or preclude the exercise of any right or remedy.

It. Successors and Assigns Lound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and one fit the successors and assigns of Lender and Borrower, subject to the provisions.

by the original Borrower or Borro ver's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify am this tion of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower are an operate to release the liability of the original Borrower or Borrower's successors in interest.

postpone the due unter if the monthly payments referred to in paragraphs I and 2 or change the amount of such payments of Borrower. For Released, Forbestrance By Lender Not a Waiver. Extension of the time for payment or not amount of the time for payment or not amount of the time for payments. Unless Lynd rand Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due. given, Lenderas authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settles claim for daniages, Borrower fails to respond to Lender within 30 days after the date the notice is

paid to Borrower. the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be before the taking, Any balance shall be unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property,

Signed 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.

In the event of a total taking of the Property, the proceeds shall be event of a partial taking of the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8 Inspection Lender or its agent may make reasonable entries upon and inspections of the Property. Lender mentance terminates in accordance with Borrower's and Lender's written agreement or applicable law Borrower, shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

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

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THIS CONDOMINIUM RIDER is made this 16th day of February . 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

GOLDOME REALTY CREDIT CORP.

(the "Lender")

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

1333 MAPLE AVENUE, UNIT 4E EVANSION, ILLINOIS 60201

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

1333 MAPLE AVENUE 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.

CONDOMINAL, 4 COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Borrower and Lende, further covenant and agree as follows:

- A. Condominum 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 cae, 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 regiods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the province in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insulance 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 acceptal is 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 in: Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby as agreed 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 nonce to Londer 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;
- (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 Lende, n ay 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.

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ERNEST/MILLER ()	(Scal)
Jause Love	(Scal)
LOUISE LOVE	-Borrower(Scal)
	-Borrower
WATER TO THE PARTY OF THE PARTY	-Borrower
	(Sign Original Only)

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