THIS INSTRUMENT WAS PREPA JOK COUNTY. ILLING FILED FOR RECORD

First Illinois Bank of Evention, D 800 Davis Street Evanston, Illinois 60204

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(Space Above This Line For Recording Data)

## MORTGAGE

MARCH 24,
THIS MORTGAGE ("Security Instrument") is given on MARCH 24.  19
9. The mortgy gor is
NEMR MARILITY STRANK OF EVANSTON; ("Borrower"). This Security Instrument is given to
inder the laws of THE UNITED STATES and whose address is 800 DAVIS STREET
EVANSTON, 1L 60 204-0712 [WENTY THOUSAND EUGHT HUNDRED AND 00/100 ("Lender").  Borrower owes Lender the principal sum of [WENTY THOUSAND EUGHT HUNDRED AND 00/100 ["Lender").
TWENTY INDUSTRIAL HONDRED AND GOVERN
Dollars (U.S. \$ 20, 80'). 00). This debt is evidenced by Borrower's note
lated the same date as this Scourity Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
paid earlier, due and payable on APRIL 01ST, 2017
ecures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
nodifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
ecurity Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
he Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
ocated in

UNIT NUMBER 422-1 IN AUSTIN-ELMWOOD JOURTYARD CONDOMINIUM AS DELINEATED ON A A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 4, 5 AND 6, TAKEN AS A TRACT, IN THE RE-SUBDIVISION OF LOT 3 (EXCEPT THE NORTH 23.40 FEET THEREOF) AND LOT 6 (EXCEPT THE SOUTH 17.0 FEET THEREOF) AND ALL OF LOTS 4 AND 5 IN BLOCK 4 IN MERRILL LADD'S ADDITION TO EVANSTON IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24521820 AND AMENDED BY AMENDMENTS RECORDED AS DOCUMENTS 24552304 AND 24562687 TUGETMER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOLLNIUM AFORESAID.

THIS MORIGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN. 11-30-102-009-1007 PIN#

B.	which has the address of	422 ELMWOOD #1W	EVANSTON
V	willen has the address of	(Street)	(City)
	Illinois 60202 [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.

Form 3014 12/83

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

LOAN NUMBER: GENDEL

breach of any covenant or agreement in this Security Instrument (but not 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 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 the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the the tale acceleration 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 noneexistence 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 before the 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 before the default or any other defense of Borrower to acceleration and foreclosure in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding these entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including

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

## UNOFFICIAL<sub>3</sub>GORY . . . . .

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 an horized 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 'so' 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 Lovad; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit he 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; at d (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with a gard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this fecurity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the intriest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (c.) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) a sy 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, educes 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 to 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 reps 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 (c) 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 cominue 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.

## **UNOFFICIAL COPY**

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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7. Lender does not have to do so.

instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Cender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. 1f Borrower fuls to perform the

agnifirw ni regrem off to recess I conder agrees to the merger in writing. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold, 6. Preservation and Maintenance of Property, Leaseholds. Borrower shall not destroy, damage or substantially

ruomism immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the p oc. eds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-cay period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender 16 a the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with the recess paid to Borrower, If of the Property damaged, if the restoration or repair is economically feasible and Lendre'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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair catrier and Lender. Lender may make proof of loss if not made promptly by Boco ker.

Lender shall have the right to hold the policies and renewals. If Lender requi es, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower, hall give prompt notice to the insurance All insurance policies and renewals shall be accertable to Lender and shall include a standard mortgage clause.

unceasonably withheld. requires insurance. This insurance shall be maintained in the artomic and for the periods that bender requires. The insurance shall be chosen by Borro we maject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "exten lod coverage" and any other hazards for which Lender

5. Hazard Insurance, Borrower shall keep the impressments now existing or hereafter erected on the Property

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and Property a subject to a list may are in a private this security transmit to a residue of transmit and private Borrower a second subject this second in this second in the second second in the second second in the second in agreement satisfactory to Lender subordinating the hey to this Security Instrument. If Lender determines that any part of prevent the enforcement of the hen or forfeithte of any part of the Property; or (c) secures from the holder of the hen an Borrower shall promptly discharge" by lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation legued by the lien in a manner acceptable to Lender; (b) confests in good tark free her in the Lender; (b) confests in good tark the her high in the Lender; (c) confests in perale to

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pay them on time directly to the person your makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall Property which may attain priotify over this Security Instrument, and leaschold payments or ground rents, if any Porrower shall pay all taxes, assessments, charges, lines and impositions attributable to the 4. Chargest Liens.

Sote; third, to amounts payab e inder paragraph 2, fourth, to interest due; and last, to principal due

3. Application of hayments. Unless applicable law provides otherwise, all payments received by Lender under the Botes second, to prepayment charges due under the Botes second, to prepayment charges due under the Botes from Content charges due under the Botes of the

application as a creek regainst the sums secured by this Security Instrument.

than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Funds held by Lender, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later Chon he ment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by  $\Gamma$  enderamount of the Funds held by Lender is not sufficient to pay the escrow nems when due, horrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the 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, shall exceed the amount required to pay the escrow items when due, the excees shall be.

this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, tender shall not be required to pay Borrower any interist or earnings on the Funds. Lender Conder may agree in writing that interest shall be paid on the Funds an agreement is made or applicable law Lender may not charge for holding and applying the Funds, analyzing the account or sentying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. or fibe Funds shift be held in an institution the deposits or accounts of which are unsured or guaranteed by a federal or

basis of current data and reasonable estimates of future eseron items.

on the seaso premines if any. These items are called "escrow items" Lender may estimate the Funds due on the leasehold payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums; and (d) yearly Gires (d) Juanumisur Girusas suur iaso Giriond mene Geni yanya saamissasse pue saxer Girad (e) ya yijiawi-ano to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 2. Punds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

the principal of and interestion the debt evidenced by the Note and any propayment and late charges due under the Note. 1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due

UNIFORM COVENAUS BORROWer and Lender covenant and agree as follows:

## UNOTED MEDICAL POPULATION OF THE PROPERTY OF T

THIS CONDOMINIUM RIDER is made this 24th day of MARCH . 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

FIRST ILLINOIS BANK OF EVANSTON, N.A.

(the "Lender")

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

422 ELMWOOD #1W, EVANSTON IL 60202

{Property Address!

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

AUSTIN-ELMWOOD COURTYARD CONDOMINIUM Condominium Projects

(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 Lengler Firther covenant and agree as follows:

A. Condominion 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, and does and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance (St) long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy or 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 metaded within the term "extended coverage," then:

(i) Lender waives the profision 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 Inform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the require Coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of a sy 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 ar mages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any pair 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  $\theta$  c ase 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 of vorage 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 seculed by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest (10) in the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.