

(2)

## UNOFFICIAL COPY

26/7/8

7 7 2 2 3

87177223

DEPT-Q1 RECORDING \$15.25  
 T#4444 TRAN 0896 09/03/87 09:39:00  
 #1337 # D \*--\* 7 7 2 2 3  
 COOK COUNTY RECORDER

Loan # 0010001292

[Space Above This Line For Recording Data]

## MORTGAGE

MARCH 27  
 1987 THIS MORTGAGE ("Security Instrument") is given on .....  
 19..... The mortgagor is ABRAHAM J. NOTARIUS AND BERNICE Z. NOTARIUS, HIS WIFE  
 ("Borrower"). This Security Instrument is given to  
 FIRST FAMILY MORTGAGE COMPANY, INC., which is organized and existing  
 under the laws of ILLINOIS, and whose address is  
 2900 E. OGDEN AVE., LISLE, IL 60532 ("Lender").  
 Borrower owes Lender the principal sum of THIRTY ONE THOUSAND & 00/100  
 Dollars (U.S. \$ 31,000.00). 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 APRIL 1st, 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 taxes, 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:  
 UNIT NUMBER B-301 IN EDENS POINT CONDOMINIUM, AS DELINEATED ON SURVEY  
 OF THE FOLLOWING DESCRIBED REAL ESTATE. (HEREINAFTER REFERRED TO AS  
 PARCEL):

THE EAST 5.00 ACRES OF LOT 2, EXCEPTING THEREFROM THE NORTH 500 FEET  
 THEREOF AND THE SOUTHEASTERLY 33 FEET THEREOF AND THE WEST 18 FEET  
 THEREOF ALL IN THE SUBDIVISION OF LOTS 1, 5 AND 6 OF OWNER'S  
 SUBDIVISION IN THE WEST 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13  
 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS  
 EXHIBIT A TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS  
 RESTRICTIONS AND COVENANTS MADE BY LASALLE NATIONAL BANK AS TRUSTEE  
 UNDER TRUST AGREEMENT DATED OCTOBER 3, 1977 AND KNOWN AS TRUST NUMBER  
 53210 AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS  
 AS DOCUMENT NUMBER 24553596, TOGETHER WITH AN UNDIVIDED 9% PERCENT  
 INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE UNITS  
 THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM  
 OWNERSHIP AND SURVEY), ALL IN COOK COUNTY, ILLINOIS.

87177223

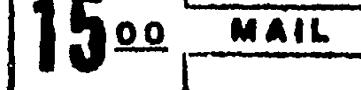
TAX I.D. NO. # 10 21 119 112 1088  
 which has the address of 5510 LINCOLN AVENUE #301 MORTON GROVE  
 60053 (Street) (City)  
 Illinois ("Property Address");  
 (Zip Code)

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT



Form 3014 12/83

87177223

**UNOFFICIAL COPY**

1191 E., IL 60532  
2900 CEDAR AVE.  
FIRST FAMILY HOME

FIRST FAMILY MORTGAGE COMPANY, INC.

RECORD AND RETURN TO:

LISA REGGELI

PREPARED BY:

NOTARY PUBLIC

16/9/1  
MR COMMISSIONER EX

19

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS

2

THE END

1. COUNTY SS: ILLINOIS  
2. MUNICIPALITY: NEWTON  
3. A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT DATED THIS 1<sup>ST</sup> DAY OF APRIL, 1972, AT NEWTON, ILLINOIS, THE PERSONS  
WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME  
THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED  
THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USE  
AND PURPOSES THEREIN SET FORTH.

COUNTY AND STATE, DO HEREBY CERTIFY THAT DRAFTS ON THE RIVER,  
A NOTARY PUBLIC IN AND FOR SAID  
COUNTY SS: ILLINOIS.

BY SIGNING HERELOW, EACH OF US AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY FIDER(A) EXCEPT FOR, BY BORROWER AND RECORDED WITHIN

22. WHETHER OR NOT MEMBERED: BOTTWER WILVIS IN PRINT OR WRITING EXCEPTED IN THE PROPERTY;

23. FEE'S TO THIS SECURITY INSTRUMENT. IF ONE OR MORE RIDERS ARE EXCLUDED BY BORROWER AND RECORDED TOGETHER WITH THIS SECURITY INSTRUMENT, THE COVENANTS AND AGREEMENTS OF EACH SUCH RIDER SHALL BE INCORPORATED INTO AND AFFECT AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY INSTRUMENT. CHECK OR PLACEABLE BOX(es))

Conditional Rider       2-4 Fully Rider  
 Adjudicatable Rider       2-4 Fully Rider  
 Grandfathered Rider       Fully Developed Rider  
 Other(s) (Specify) \_\_\_\_\_

20. Under any provision of this Agreement, Japan will indemnify and hold the Proprietor harmless from and against all claims, damages, losses, expenses, costs and other expenses which may be incurred by the Proprietor in connection with any action or proceeding brought against it by reason of any statement made by the Proprietor in this Agreement.

21. Release. Upon payment of all sums secured by this Security Instrument, Landor shall record this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

19. Acceleration of Remedies. Lender shall give notice to Borrower following Borrower's breach of any covenant or agreement in this Security instrument and agree to include such notice in all expenses incurred to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including:

NON-UNIFORM COVENANTS, BOTTWERF AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

# UNOFFICIAL COPY

UNIFORM COVENANTS, DOWNS AND LIENS COVENANT AND AGREEMENT 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 covered 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, 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 required 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.

# UNOFFICIAL COPY

11. Lender will exercise this option, Lender shall give Borrower notice of acceleration, The notice shall provide a period of no less than 30 days from the date this notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument, Lender may invoke any remedies permitted by this instrument without further notice or demand on Borrower.

16. Borrower's Copy, Borrower shall be given one 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, however, at its option, require immediate payment in full of all sums secured by this Security Instrument, 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 law as of the date of this instrument.

15. **15. Governing Law; Severability.** This Security instrument shall be governed by Florida law and the law of the jurisdiction in which the Property is located. In the event that any provision 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 Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless otherwise specified herein or by delivery by facsimile or electronic mail to the address of Borrower set forth in the signature block above. Any notice to Lender shall be given by delivery in or by mailing it by first class mail unless otherwise specified herein or by delivery by facsimile or electronic mail to the address of Lender set forth in the signature block above. Any notice to Borrower or Lender shall be deemed given when given as provided in this paragraph.

13. **Lender's Rights.** If contractee or any party provides application of applicable laws has the effect of rendering any provision of this 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 steps specified in the second paragraph 17.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and if loan is finally interpreted so that it is subject to such a law, then the maximum charge will be reduced to the amount of the maximum charge permitted by the law.

Unlesa Lender and Borrower otherwise agree in writing, any application of principal shall not exceed or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments unless a modification of the original agreement of the sums secured by this Security instrument granted by Lender to any trustee or beneficiary of the original Borrower's security interest or to any other person or entity holding title to the property or interest in the property of the original Borrower.

make him award or settle a claim for damages, for power fails to expand to lender within 30 days after the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sum secured by this Security instrument, whether or not them due.

In the event of a total taking of the Property, the proceeds shall be applied to the amounts received by this Security unitless duration, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the amount of the proceeds multiplied by the fair market value of the Property immediately before the taking, less the amount of the security interest in the property taken, shall be reduced by the amount of the principal and interest accrued to the date of the taking, and the balance shall be paid to Borrower.

11. Lenders shall pay the premiums required to insure the loan secured by the Security Instrument for the insurance coverage term indicated in the instrument in effect until such time as the requirement for Borrower shall be satisfied.

# UNOFFICIAL COPY

CONDOMINIUM RIDER 2-2-3

27th

MARCH

87

THIS CONDOMINIUM RIDER is made this ..... day of ..... 19....., 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 ..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
**5510 LINCOLN AVENUE #301 MORTON GROVE, ILLINOIS 60053**  
[Property Address]

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

**EDENS POINT CONDOMINIUM ASSOC.**

[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;

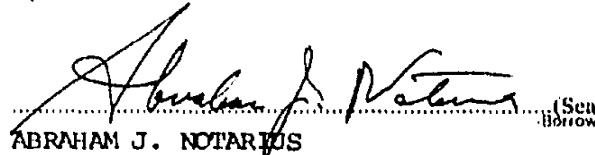
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

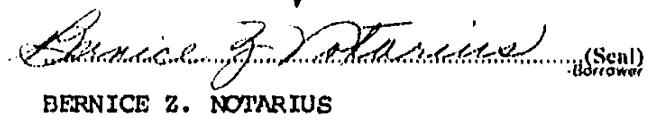
(iii) termination of professional management and assumption of self-management of the Owners Association; or

(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 requesting payment.

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

  
**ABRAHAM J. NOTARIUS**  
(Seal)  
Borrower

  
**BERNICE Z. NOTARIUS**  
(Seal)  
Borrower

E2211763

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

877223

RECEIVED  
COOK COUNTY CLERK'S OFFICE