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87189527

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL FIRST
19 87 The mortgagor is GERALD J. STADLER, BACHELOR

(“Borrower”). This security instrument is given to MERRILL LYNCH MORTGAGE CORPORATION which is organized and existing under the laws of THE STATE OF NEW YORK . and whose address is C/O GMAC MORTGAGE CORPORATION, P.O. BOX 780, WATERLOO, IOWA 50704 (“Lender”). Borrower owes Lender the principal sum of FIFTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 57,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 01, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

PERMANENT INDEX NUMBER: 14-05-211-016-1025

DEPT-61 REC'D 7/14/64 50
THE #663 1000 4016 44 47 15 1 64
#3688 2 10 1 1962 7
COOK COUNTY 1000 4016 44

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

87189527

which has the address of 6145 SHERIDAN ROAD.

CHICAGO 100

Illinois

60660

(“Property Address”);

-87-189527

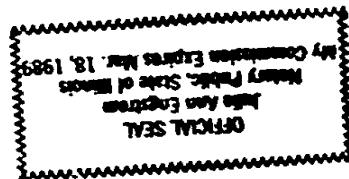
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also 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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Mr. Bill Gaskins



My Commission expires:

481. *N. rufa* Gray of 1858

Given under my hand and official seal, this

-set loan-

prescribed to the foregoing instruments, appended before me this day in person, and acknowledged before me this day in person, free and voluntary act, for the uses and purposes herein signed and delivered the said instrument as HIS/HER S/he

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

do hereby certify that GERALD J. STADLER, BACHELOR

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

County ss:

prosternon qd

STATE OF ILLINOIS. - 660k - Duffag.

[Space Below this Line For Acknowledgment]

Bartomeu
(Seal)

Borrows

~~Bonnie~~
~~(PDS)~~

— ३२०८ —
(१८३६)

GERALD J. STADLER

BY SIGNING BELOW, I acknowledge I have read and agree to the terms and conditions contained in this document and in any rider(s) executed by Borrower and recorded with it.

Graduated Performance Rider Planned Unit Development Rider Other(s) [Specify] _____

Supplements to the conventions and agreements of this Security instrument as it (the under(s)) were a part of this Security instrument; (hereinafter applicable box(es))

22. Water of Hometown. Borrower works all night of homesite excursion in property.

receipts of management fees, and then to the sums secured by his Security Instrument.

20. Under *In Possession*, upon acceptance under *Paragrapah 19* or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judge) shall

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

and (d) later fail to file the documents or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall suffice.

19. Acceleration: Remedies. Under such circumstances following Borrower's acceleration of any agreement or agreement

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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 authorized 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 Not 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 Board; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the 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; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 connection with the loan exceed 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 (b) any 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 reduces 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 or 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 steps 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 attorney's fees, and (d) 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 continue 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.

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7. Protection of Lennder's Rights in the Property: **Average Liturrence.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that significantly affects Lennder's rights in the Property, Lennder may terminate this instrument, subject to the notice in writing.

Instruments can immediately prior to the acquisition of property; Leaseshold, Borrower shall not destroy, damage or substantially change the property to deteriorate or commit waste if this Security Instrument is on a leasehold and Borrower shall fully comply with the provisions of the lease, and if Borrower acquires title to the property, the lesseehold and fee simple shall not interfere with the title to the property.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of the principal payment 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.

applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower; it
borrowed to secure the Property, or does not answer within 30 days a notice from Lender to the same party as
offered to settle a claim, whom Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore
the Property to its condition at the time of loss, or to pay sums secured by this Security Instrument, whether or not then due. The sum so
spent will begin when the notice is given.

all receipts of paid premiums and renewals net 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.

All insurance policies and renewals shall be acceptable to Lender and renewals. If Lender requires, Borrower shall promptly give to Lender Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall include a standard mortgage clause.

Borrower shall promptly disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by this lien in a manner acceptable to Lender; (b) contains in good faith the lien by, or defers and grants to, the Lender control of the obligation secured by this lien in a manner acceptable to Lender; (c) prevails in the enforcement of the lien of the Lender under applicable law; or (d) secures from the Lender's opinion operate to prevent the enforcement of the lien of the Lender under applicable law.

3. Application of 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; fourth, to interest due; and last, to principal due.

Upon payment in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 19 the Property is sold by Lender, Lender shall promptly refund to Borrower any Funds held by Lender to the scale of the proceeds received by Lender from the sale of the Property.

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, items held by Lender to make up the deficiency in one or more payments as required by Lender.

To consider on the merits, payments are due under the notes, until the note is paid in full, a sum (Funds) one-half 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 basis of current and reasonable estimates of future escrow items.

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The land referred to in this policy is described as follows:

Unit No. 19-C as delineated on survey of the following described parcel of real estate (hereinafter referred to as 'Parcel'): Lots 7 and 8 (except the West 14 feet of said lots) in Block 9 in Cochran's Second Addition to Lincoln Park, in the East fractional 1/2 of Section 5, Township 46 North, Range 14, East of the Third Principal Meridian, together with so much of land having Lots 7 and adjoining said lots 7 and 8 as is bounded on the North by the North line of said lot 7 extended East and on the South by the South line of said lot 8 extended East and on the East by the Westerly line of Lincoln Park as shown by document No. 10938695 and as established in Case C-18299, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium made by the Drovers National Bank of Chicago, as trustee, under Trust No. 65-153 and recorded in the Office of the Recorder of Cook County, Illinois, as document No. 20122127, together with an undivided 1/97 interest in said 'Parcel', (exception from said 'Parcel' all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey), in Cook County, Illinois.

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THIS CONDOMINIUM RIDER is made this 1ST day of APRIL, 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 MORTGAGE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS,
C/O GMAC MORTGAGE CORPORATION, P.O. BOX 780, WATERLOO, IOWA 50704 (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:

6145 SHERIDAN ROAD , CHICAGO, ILLINOIS 60660

(Property Address)

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

Gerald J. Stadler (Seal)
GERALD J. STADLER -Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

8/28/87
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Property of Cook County Clerk's Office