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MORTGAGE

233250-7

THIS MORTGAGE ("Security Instrument") is given on APRIL 13
1987 The mortgagor is VYTAS P. AMBUTAS AND KAREN M. DORFF, HUSBAND AND WIFE

("Borrower") This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 184,500.00). 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 1, 2002. 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.

See attached/Exhibit "A"

87214052

T.I. 228664

17-16-425-001

which has the address of 1160 SOUTH PLYMOUTH COURT
(Street) CHICAGO
Illinois 60605 (City)
(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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A rectangular official seal with a double-line border. The word "OFFICIAL" is at the top, followed by "SEAL" in the center, and "UNOF" at the bottom.

RECORD AND RETURN TO:

PREPARED BY: SUE STYMEST
NY COMMISION EXPRESSED
CHICAGO, IL 60629

Given under my hand and official seal, this 13th day of April, 1987.

set forth.

signed and delivered the said instruments as free and voluntary act for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

• personally known to me to be the same person(s) whose names(s) are

L. *John W. Murphy*
J. *John W. Murphy*
A Notary Public in and for said county and state.

County assessor - State Board

STATE OF ILLINOIS.

[Source Below This Line for Accuracy]

- 52 -

1125

KABEIN M. DORF/HIS WIFE
JANUARY 1944
VYTAS P. AMBUTAS
LPA

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any instrument(s) executed by Borrower and recorded within.

- Graduated Rider
- Others) [Specify]

Instrument [Check applicable boxes] Adjustable Plane Rider

19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following breach of any condition or agreement in this Security instrument (but not prior to acceleration under paragraphs 3 and 17 unless applicable law provides otherwise) (a) the default 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; (d) the failure to cure the default on or before the date specified in the notice made result in acceleration of the sum(s) secured by this instrument, provided that notice of such acceleration is given to Borrower at least 30 days prior to acceleration under paragraph 3 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; (d) the failure to cure the default on or before the date specified in the notice made result in acceleration of the sum(s) secured by this instrument, provided that notice of such acceleration is given to Borrower at least 30 days prior to acceleration under paragraph 3 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; (d) the failure to cure the default on or before the date specified in the notice made result in acceleration of the sum(s) secured by this instrument, provided that notice of such acceleration is given to Borrower at least 30 days prior to acceleration under paragraph 3 and 17 unless applicable law provides otherwise).

NON-GOVERNMENTAL ORGANIZATIONS Better or worse further government and agree as follows:

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6 12 14 3 3 2

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 Bound; 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 attorneys' 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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Lender may make certain other terms payable upon demand so as to do so.

These notes should not merge unless Lenders agree to the merger in writing.
 2. Protection of Lenders' Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Note, Settlement or a legal proceeding under the Bankruptcy Code, Lenders may file suit to enjoin such action or proceedings and to restrain the debtor from taking any action which would impair the security interest of Lenders in the Property.

6. Preservation and Maintenance of Property: Lessee shall, during the term of this lease, keep the premises in a good and safe condition and repair the same at his own expense, except as otherwise provided in the lease.

Unless the holder designates otherwise in writing, any application of proceeds to principal or interest of
Lenders and Borrower's other obligations agree in writing. Any application of proceeds to principal or interest of
postpones the due date of the monthly payments referred to in paragraph 1 and 2 of clause 1 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 sum received by this account
unless otherwise agreed by Lender.

Carrier and Leader, carrier may make proof of loss or injury, insurance proceeds shall be applied to restoration of repair of the Property damaged, if the restoration of repair is economically feasible and Leader's security is not lessened, if the restoration of repair is not economically feasible or lessened, the insurance proceeds shall be applied in writing, insurance proceeds shall be applied to repair of the Property under this provision of this article.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause under which Lender shall have the right to hold the policies and renewals. If Lender or Borrower shall give prompt notice to the insurance company all receipts of paid premiums and renewal notices in the event of loss, Borrower shall give prompt notice to Lender all receipts of paid premiums and renewal notices in the event of loss. Borrower shall give prompt notice to the insurance company all receipts of paid premiums and renewal notices in the event of loss.

5. **Flooded Insurance.** Both owner shall keep the insurance up to date as required by the terms of the lease agreement or heretofore entered on the property.

Borrower shall promptly disburse any loan which has priority over other security instruments unless Borrower (a) agrees in writing to the payment of the obligation, secured by the loan in a manner acceptable to Lender; (b) consents in good faith to the loan by, or defrands against, or succeeds in an action against, Lender; (c) fails to pay the principal and interest when due, and (d) fails to pay the principal and interest when due, and (e) fails to pay the principal and interest when due, and (f) fails to pay the principal and interest when due, and (g) fails to pay the principal and interest when due, and (h) fails to pay the principal and interest when due, and (i) fails to pay the principal and interest when due, and (j) fails to pay the principal and interest when due, and (k) fails to pay the principal and interest when due, and (l) fails to pay the principal and interest when due, and (m) fails to pay the principal and interest when due, and (n) fails to pay the principal and interest when due, and (o) fails to pay the principal and interest when due, and (p) fails to pay the principal and interest when due, and (q) fails to pay the principal and interest when due, and (r) fails to pay the principal and interest when due, and (s) fails to pay the principal and interest when due, and (t) fails to pay the principal and interest when due, and (u) fails to pay the principal and interest when due, and (v) fails to pay the principal and interest when due, and (w) fails to pay the principal and interest when due, and (x) fails to pay the principal and interest when due, and (y) fails to pay the principal and interest when due, and (z) fails to pay the principal and interest when due.

4. **Chargés:** From, Borrower shall pay all taxes, assessments, charges, fines and impositions susceptible to the property which may attain priority over this security instrument, and leasehold payments of ground rents if any. Borrower shall pay the minister provided in paragraph 2, or if not paid in that manner, Borrower shall pay the amount due on the obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay under this paragraph. It however makes these payments directly. Borrower shall promptly furnish to Lender copies evidencing the payments.

If the due dates of the various items held by Lender, together with the future maturity payments of funds payable prior to the due amounts of the funds held by Lender, shall exceed the amount required to pay the accrued items when each shall be at Borrower's option, either promptly paid 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 accrued 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.

The Funds shall be held in an institution the depositors of which are insured by a federal state agency (including Lender) in such an institution). Lender shall apply the Funds to pay the current income of Lender for holding and applying the Funds, and paying the expenses of maintaining Lender's office for holding and applying the Funds in such an institution. Lender may not charge Lender for holding and applying the Funds in such an institution.

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Parcel I:

Unit No. 1160 S. Plymouth Ct., Clark II East
in the Townhomes of Dearborn Park Condominium, as delineated on a
survey of the following described real estate:

Part of Block 7 in Dearborn Park Unit Number 1, being
a Resubdivision of Sundry Lots and vacated streets and
alleys in the adjoining Blocks 127 to 134 both inclusive,
in School Section Addition to Chicago, in Section 16,
Township 39 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 in the Office of the Recorder of Deeds of Cook
County, Illinois, as Document No. 86042028, as amended from time to
time, together with its undivided percentage interest in the common
elements.

Parcel II:

The exclusive right to use the limited common element known as indoor
parking space number 16 as defined and set forth in the aforemen-
tioned Declaration of Condominium.

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 of the benefit of said property
set forth in the Declaration of Condominium aforesaid.

This mortgage 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.

RECEIVED RECORDED
TUESDAY APRIL 15 1987 11:26 AM
43551 1600 *-87-214052
COOK COUNTY RECORDER

43551 1600

87214052

87214052

1600

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CONDOMINIUM RIDER | 233250-72

THIS CONDOMINIUM RIDER is made this **13TH** day of **APRIL** **187**,
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 TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:

1160 SOUTH PLYMOUTH COURT, CHICAGO, ILLINOIS 60605
(Property Address)

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

DEARBORN PARK

(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.

CONDONIUM 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.

17-16-425-001

PREPARED BY:
SUE STYNIEST
CHICAGO, IL 60629
RECORD AND RETURN TO:
BOX 130
THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
5501 SOUTH KEDZIE AVENUE
CHICAGO, ILLINOIS 60629

Vytas P. Ambutas (Seal)
VYTAS P. AMBUTAS
-Borrower

Karen M. Dorff (Seal)
KAREN M. DORFF THIS WIFE
-Borrower

(Seal)
-Borrower
(Sign Original Only)

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