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COOK COUNTY, ILLINOIS
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1987 MAY -4 PM 2:39

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MORTGAGE

L#602092-9

THIS MORTGAGE ("Security Instrument") is given on April 10
1987.... The mortgagor is Robert M. Levy... a bachelor..... ("Borrower"). This Security Instrument is given to LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO....., which is organized and existing under the laws ofThe United States of America....., and whose address is 5700 N. Lincoln Avenue, Chicago, Illinois 60659..... ("Lender").
Borrower owes Lender the principal sum ofForty-Three Thousand Two Hundred and no/100..... Dollars (U.S. \$.....43,200.00.....). 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 June 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 inCook..... County, Illinois:

UNIT NO. 1119-2E IN THE MAPLE COURT CONDOMINIUM AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 8, 9, 10 AND 11 IN BLOCK 2 IN HARDIN'S ADDITION TO EVANSTON, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 WEST OF RAILROAD, IN SECTION 19, 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 OWNERSHIP RECORDED AS DOCUMENT NUMBER 24656783 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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PIN #11-19-109-024-1012 TT

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which has the address of 1119 Maple Avenue, 2E....., Evanston.....
[Street] (City)
Illinois 60202 ("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 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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5700 N. Lincoln Ave., Chicago, IL 60659
Frederic G. Novy
The instrument was prepared by:

MARIE YO

44771

This instrument was prepared by.....

Notary Public
(Seal) *S. Marie Yo*

My Commission Expires: February 20, 1988

Witness my hand and official seal this 10th day of April 1987.

The executed said instrument for the purposes and uses herein set forth.
have executed same, and acknowledge said instrument to be this being informed of the contents of the foregoing instrument,
before me and is (are) known or proved to me to be the person(s) who free and voluntary act and deed and that
I, Robert M. Levy, a Notary Public in and for said county and state, do hereby certify that
Stanley Wozniakowski, a Notary Public in and for said county and state, personally appeared
(he, she, they)

COUNTY OF Cook ss:
STATE OF Illinois.

[Space below this line for acknowledgment]
Borrower
(Seal)

Robert M. Levy
Borrower
(Seal) *R. M. Levy*

Instrument and in any rider(s) executed by Borrower and recorded with this Security
By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

- Other(s) [Specify] _____
 Graduated Payment Rider
 Planned Unit Development Rider
 Condominium Rider
 2-4 Family Rider
 Adjustable Rate Rider

Instrument that contains and agreements of this Security instrument as it the rider(s) were a part of this Security
23. Rider to this Security instrument, if one or more riders are executed by Borrower and recorded together with
this Security instrument, the covenants of each such rider shall be incorporated into and shall amend and
supplement the covenants of this Security instrument as it the rider(s) were a part of this Security
22. Waiver of Homeestead. Borrower waives all right of homestead excepted in the Property.
Instrument without charge to Borrower. Borrower shall pay any recordation costs.
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
recipients bonds and reasonable attorney fees, and when to the sums secured by this Security instrument
costs of management of the Property and collection of rents, including, but not limited to, recipient's fees, premiums on
the deposit including those rents collected by the receiver shall be applied first to payment of the
securities (recipients) shall be entitled to center upon, take possession of and manage the property and to collect the non-
prior to the expiration of any period of redemption following judicial sale, by agreement (in person, by judgment
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney fees and costs of title evidence.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.
extreme date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
borrower of the default or right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-
secured by this Security instrument, foreclosure proceeding and sale of the property. The notice shall run before
and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums
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;
unless applicable law provides otherwise. The notice shall be specifically: (a) the default; (b) the action required to cure the
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 secured 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. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any 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 acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium 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 application for the insurance.

8. Inspection. Lender or its agent may make reasonable efforts upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, including, but not limited to, the total amount of the sums secured by this Security Instrument shall be reduced immediately before the taking, divided by (b) the fair market value of the Property, or for conveyance in lieu of condemnation, are hereby assigned to Lender and shall be paid to Lender.

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, either to restore the part of the Property or to the sums saved by this Security instrument, whichever is not then due.

10. Borrower's Right to Release; Forbearance by Lender Note & Waiver. Postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or modify the sum of amounts due under this Security instrument, except that Lender may agree to extend the maturity of amounts due under this Security instrument, provided that Lender is not otherwise liable for the payment of amounts due under this Security instrument.

11. Successors and Assigns; Removal; Joint and Several Liability; Co-Signers. This covenant and agreements of this Security instrument shall be joint and several and 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 sum already collected from Borrower which exceeds the charge to the loan account with the loan account of other loans shall be reduced by the amount of charges, and that law is finally interpreted so that the interest on other loans charges collected or to be collected in connection with the loan account of the permitted limit, 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 exceed partial the Note or by making a direct payment to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by reducing the principal, the reduction will be treated as a partial payment without any prepayment charge. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

12. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted to mean that the interest on other loans charges collected or to be collected in connection with the loan account of the permitted limit, 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 exceed partial the Note or by reducing the principal, the reduction will be treated as a partial payment without any prepayment charge.

13. Legislation Affecting Lender's Rights. If operation of applicable laws has the effect of rendering Note or by paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery by mail to Lender's address stated herein or any other address Lender designates by notice to Lender. Any notice to Lender shall be given to Borrower to have been given to Borrower or Lender or to whom 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 of this Security instrument or the Note or any clause with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which conflicts with this Property is severable. To this end the provisions of this Security instrument of the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conforming 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 and Borrower is liable to Lender for the amount so paid.

18. Borrower's Rights to Remedies. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security instrument without further notice or demand on Borrower.

of note less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Lender makes certain demands, Borrower shall provide a period of time to pay the sums secured by this Security instrument and the obligation to do so is accelerated by (a) pays Lender all sums which when under this Security instrument shall continue unchanged. Upon remittance by Lender to the Note, Lender's rights in this Security instrument shall be reduced to, reasonably foreseeable expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may require; (b) cure any default of any other covenant or agreements; (c) pays all expenses incurred in accelerating this Security instrument, including this Security instrument, Lender's rights in this Security instrument shall remain undischarged, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may require.

Borrower, this Security instrument and the obligations secured by this Security instrument shall remain fully effective as if no acceleration had occurred, provided that the Note is not under this Security instrument, Lender's rights in this Security instrument shall be reduced to assure that the Note is not under this Security instrument, Lender's rights in this Security instrument shall remain undischarged, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may require.

(a) pays Lender all sums which when under this Security instrument shall continue unchanged. Upon remittance by Lender to the Note, Lender's rights in this Security instrument shall be reduced to, reasonably foreseeable expenses incurred in enforcing this Security instrument, including this Security instrument, Lender's rights in this Security instrument shall remain undischarged, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may require.

18. Borrower's Rights to Remedies. If Borrower meets certain conditions, Borrower shall have the right to have

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CONDOMINIUM RIDER / 2 2

L#602092-9

THIS CONDOMINIUM RIDER is made this10th..... day ofApril....., 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 toLIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
1119 Maple Avenue, 2nd, Evanston, Illinois 60202
[Property Address]

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

The Maple Court Condominium
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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.



Robert M. Levy

(Seal)
Borrower

(Seal)
Borrower

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