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87-240124-240124

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 MAY -5 PM 1:04

87240124

2000 N. Milwaukee Avenue
Skokie, Illinois

[Space Above This Line For Recording Data]

MORTGAGE

611568-7

THIS MORTGAGE ("Security Instrument") is given on **MAY 4**
19 87 The mortgagor is **BRUCE SYPNIEWSKI, A SINGLE PERSON**

\$16.00

("Borrower"). This Security Instrument is given to **GILLDORN MORTGAGE
MIDWEST CORPORATION**
which is organized and existing under the laws of **THE STATE OF DELAWARE**
1501 WOODFIELD ROAD
SCHAUMBURG, ILLINOIS 60195

, and whose address is
("Lender").

Borrower owes Lender the principal sum of
FORTY 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, 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:

SEE ATTACHED RIDER

14-28-203-027-1063

87-240124

which has the address of **2970 LAKE SHORE DRIVE-UNIT 12D**
[Street]

CHICAGO
(City)

Illinois **60657** ("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.

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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 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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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 reducing payingment.

see little social need under Lender's rights in the property instrument, or little legal proceeding that may significantly affect covenants and agreements contained in this Security instrument. If Borrower fails to perform the 7. Protection of Lender's Rights in the mortgage instrument. Lender agrees to the merger in writing.

Instrumental immediacy of Prior to the acquisition.

Unless the Lender and Borrower otherwise agree in writing, any application of proceeds to principles shall not extend or postpone the due date of the monthly payments, and the Lender may require payment in full at any time if the Borrower fails to make any payment when due.

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 and Lender's security is not lessened, if the repair is not to be made by Lender or his agents, then Lender may call for bids and award the work to the lowest bidder. The cost of the repair, plus interest at the rate of 1% per month on the unpaid balance of the amount so expended, plus reasonable attorney fees and costs, shall be paid by the Borrower to Lender within 30 days after the completion of the repair. Lender may sue for the amount so expended, plus interest and attorney fees, in any court of competent jurisdiction.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the rights to hold the policies and renewals, if Lender or Borrower shall promptly give to Lender all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall promptly notice to the insurance carrier and Lender, Lender may make prompt payment by Borrower.

measured against loss by fire, hazards included within the term „extended coverage“, and any other hazards for which Lender insures against insurance loss. This insurance shall be maintained in the amount and for the periods that Lender requires, and any other hazards for which Lender insures against insurance loss by fire, hazards included within the term „extended coverage“, and any other hazards for which Lender measures against loss by fire, hazards included within the term „extended coverage“, and any other hazards for which Lender measures against insurance loss.

3. Application of Payments. Unless otherwise provided by law, payments received under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to interest due under paragraphs 1 and 2; and third, to amounts payable under paragraph 2; fourth, to principal due.

4. Charges; Lenses. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the property which may affect him over this security instrument, and leasehold payments or ground rents, if any.

If the amount of the Funds held by Lennder, 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 Lennder or credited to Borrower or credited to the Funds. If the amount of the Funds held by Lennder exceeds the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Lennder or credited to Borrower or credited to the Funds when due. If the amount of the Funds held by Lennder is not sufficient to pay the escrow items when due, Lennder shall pay to Lennder any amount necessary to make up the deficiency in full or all sums received by him Security Instruments held by Lennder prior to the time of payment of the principal amount of the Funds.

The Funds shall be held in an institution the depositors of which are subject to state agency (including 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 applies law permits Lender to make such a charge. Borrower and Lender may agree to hold the Funds,analyzing the account or verifying the escrow items,unless Lender pays Borrower interest on the Funds and applies law permits Lender to make such a charge. Borrower and Lender shall apply the Funds to pay the escrow items.

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(See original only)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

BRUCE SYNIEWSKI

Bruce Syniewski

14-2-B-203-027-1063

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

Instrument at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower (e.g., stating payment), unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of instrument. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower added to the security instrument. Remedies, if Borrower does not pay condominium dues and assessments when due, then Lender may pay them, the Owners Association unacceptable to Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by Lender;

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

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

(i) the abandonment or termination of substantial desuetude by fire or other casualty, or, in the case of a taking by condemnation or

consent, either partition or subdivision the Property or consent to E. Lender's Pro rata Condominium, Borrower shall not, except after notice to Lender and with Lender's prior written consent, or for any convenience, assign, lease or transfer of all or any part of the Property, whether or the common elements, or for any convenience in lieu of condominium, etc., accepted, 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 Convention 9.

D. Condemnation. With any condemnation of any award of damages, direct or consequential, payable to Borrower in connection with a public liability insurance policy except in form, amount, and extent of coverage to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure the Owners paid to Lender for application to the sum secured by the Security Instrument, with any excess paid to Borrower.

In the event of a distribution of hazard insurance proceeds in lieu of restoration of repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned a loss to the Borrower shall give Lender notice of any lapse in required hazard insurance coverage.

(ii) Borrower's obligation under Uniform Convention 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.

(i) Lender waives the provision in Uniform Convention 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

within the term "extended coverage", then:

cov erage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included "master" or "blanket" policy of 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

B. Hazard Insurance. So long as the Owners Association maintains, with a generally acceptable Condominium Project, when due, all dues and assessments imposed pursuant to the Condominium Documents.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project and Lender further cov erage as follows:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

(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 of its members or shareholders, the Property also

(name of Condominium Project)

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

2970 LAKE SHORE DRIVE-UNIT 12D, CHICAGO, ILLINOIS 60657

(Property Address)

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

MIDWEST CORPORATION

MORTGAGE

GILDEDORN

"Security Instrument" of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed (the

This Condominium Rider is made this day of MAY 4TH, 1987.

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Property of Cook County Clerk's Office

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UNIT NUMBER 12-D AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"); THAT PART OF THE SOUTH 33 FEET OF LOT 1 AND THE NORTH 116.8 FEET OF LOT 2 IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 OF THE CITY OF CHICAGO SUBDIVISION OF THE EAST RACCORDIAN HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS 14 SCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE INTERSECTION OF THE WEST BOUNDARY LINE OF MELLINGTON STREET 200 FEET, THENCE SOUTHERLY ON A LINE PARALLEL TO AND 200 FEET DISTANT FROM SAID WEST BOUNDARY LINE OF CASE 256886 WITH THE SOUTH LINE OF MELLINGTON STREET, THENCE WEST ON SAID SOUTHERLY LINE OF MELLINGTON STREET 200 FEET, THENCE SOUTHERLY ON A LINE PARALLEL TO AND 200 FEET DUE SOUTH OF THE SOUTH LINE OF LINCOLN PARK TO A POINT 80 FEET DUE SOUTH OF THE SOUTH LINE OF MELLINGTON STREET, THENCE EAST ON A LINE PARALLEL TO AND 80 FEET DISTANT FROM THE SOUTH LINE OF MELLINGTON STREET 200 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH SAID WEST BOUNDARY LINE OF LINCOLN PARK; THENCE NORTHEASTLY ON SAID LINE WITH SAID WEST BOUNDARY LINE OF THE PLACE OF BEGGINING IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 31, 1976 AND KNOWN AS TRUST COOK COUNTY, ILLINOIS ON JUNE 16, 1976 AS DOCUMENT NUMBER 23522842, NUMBER 50575 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JUNE 16, 1976 AS DOCUMENT NUMBER 23680347, AND AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED ON OCTOBER 20, 1976 AS DOCUMENT NUMBER 23680347, TOGETHER WITH AN UNDIVIDED .7096 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).