COOK COURTY, IT LINERS FILER FOR A LINER

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THIS INSTRUMENT PREAPRED BY:
NBD BANK EVANSTON, N.A.
1603 ORRINGTON AVENUE
EVANSTON, ILLINOIS 60204
BARBARA N. SAETHER

BOX 333-GG

[Space Above This Line For Recording Data]

\$16.00

MORTGAGE

("Borrower"). This Sourity Instrument is given to NED BANK EVANSTON, N.A.

which is organized and kis ing under the laws of—the United States of America—, and whose address is
-1603 Orrington Avenue, Evanston, Illinois 60204—("Lender").

Borrower owes Lender the print ipil sum of

and me 2017/6/17 5168/2/

TWO HUNDRED FIFTY SIX THOUSAND and 00/100-

A Part of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock Addition in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 88309162 together with its undivided corcentage interest in the Common Elements, in Cook County, Illinois.

PARCEL 2: Easements for the benefit of Parcel 1 for the purposes of structural support, ingress and egress, and utility services as set forth in Declaration of Covenants, Conditions, Restrictions and Easements made by American National Bank and Trust Company of Chicago, as Trustee Under Trust Agreement Dated January 7, 1988 and Known as Trust Number 1043-99-09, Dated July 13, 1988 and Recorded July 14, 1988 as Document 88309160.

Mortgagor also hereby grants to the Mortgagee its successors and alsigns, as Rights and Easements appurtenant to the above described real estate, the Rights and Easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

Illinois 60611 ("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.

PIN# 17-10-214-005

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 BFC FORMS SERVICE, INC.

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trument, appeared before me this day in person, and acknowledged that	ani anioganol ani or badinasdua
personally known to me to be the same person(s) whose name(s) عاد عادة عادة عادة المساورة عادة المساورة المساو	Service State of the Service S
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Cook County ss:	STATE OF ILLINOIS,
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-Borrower	
(Seal)	
([828])	
HOBERT S. SAALWIELD, III BORTOWER	
Lobut a hooling III	
Virtuer accepts and agrees to the terms and covenants contained in this Security lecuted by Borrower and recorded with it.	
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	Other(s) [specify]
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agreements of this Security Instrument as if the rider(s) were a part of this Security	bus sinanevon vit inemelqque
 Instrument, If one or more riders are executed by Borrower and recorded together with venants and agreements of each such rider shall be incorporated into and shall amend and 	
b. Borrower waives all right of homestead exemption in the Property.	
ortower. Borrower shall pay any recordation costs.	
nent of all sums secured by this Security Instrument, Lender shall release this Security	
sperty and collection of rents, including, but not limited to, receiver's fees; premiums on attorneys' fees, and then to the sums secured by this Security Instrument.	
it due. Any rents collected by Lender or the receiver shall be applied first to payment of the	the Property including those pas
ried to enter upon, take possession of and manage the Property and to collect the rents of	
i. Upon acceleration under paragraph 19 or abandonment of the Property and at any time eriod of redemption following judicial sale, Lender (in person; by agentior by judicially	
torneys' fees and costs of title evidence.	but not limited to, reasonable at
out further demand and may foreclose this Security Instrument by Judicial proceeding. et all expenses incurred in pursuing the remedies provided in this paragraph 19, including,	
notice, Lender at its option may require immediate payment in full of all aums secured by	
her defense of Borrower to acceleration and foreclosure. If the default is not cured on or	
ment, foreclosure by judicial proceeding and sale of the Property. The notice shall further beinstate after acceleration and the right to assert in the foreclosure proceeding the non-	
default on or before the date specified in the notice may result in acceleration of the sums	ent one of studial fault (b) bear
30 days from the date the notice is given to Borrower, by which the default must be cured;	default; (c) a date, not less than
ment in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 otherwise). The notice shall apecify: (a) the default; (b) the action required to cure the	
dies. Lender shall give notice to Borrower prior to acceleration following Borrower's	

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

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 in our horized 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.

modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be required to commence proceedings against any successor in interest or refuse 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 Boy ad; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefact 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 common 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 S curity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the melest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (b) 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 second paragraph of

aragraph 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 lew 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 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.

requesting payment.

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

Lender may take action under this paragraph 7, Lender does not have to do so. 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 regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights 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 If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

6. Preservation and Maintenance of Property; Lesscholds. 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 lesschold,

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amoun, of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. 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 10-c asy period will begin

restoration or repair is not economically feasible or Lender's security would be lessene, 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 184, the insurance carrier has of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall to applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Borrewe.

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

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrower's abject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "extented coverage" and any other hazards for which Lender requires. The requires insurance. This insurance shall be maintained in the s.n out is and for the periods that Lender requires. The

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien of the actions set forth above within 10 days prevent the enforcement of the lien or forfeiture of a in property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien of this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain pro ity over this Security Instrument, Lender may give Borrower a notice identifying the lien Borrower chall entire the lien. faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to agrees in writing to the payment of the obligation a cured by the lien in a manner acceptable to Lender; (b) contests in good Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, 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 to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender Charges; Liens. Bor rower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain pric. it wore this Security Instrument, and leasehold payments or ground rents, if any.

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

application as a c. ec. (Cainst the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shell be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; second, to prepayment charges due under the

amount nec. 18 17 to make up the deficiency in one or more payments as required by Lender.

Upon, say ment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held. 19 Lender Brands pay 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately rater to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of the line of the later and the later and later a

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any 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 statement's option, either promptly repaid to Borrower or credited to Borrower and monthly payments of Funds. If the

this Security Instrument. 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 requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law 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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or basis of current data and reasonable estimates of future escrow items. 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 one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

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

CONDOMINIUM RIDER

This Condominium Rider is made this—29th—day of August——, 1988—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 NBD BANK EVANSTON, N.A., Evanston, Illinois, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

__505 North Lake Shore Drive Unit #5402, Chicago, Illinois 60611.

(Property Address)

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

LAKE POINT TOWER 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 benefic 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. Condominum Coligations. 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. Porrower 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 carried, a "master" or "blanket" policy on the Condominium Project which is socisfactory 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 promium 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 bereby 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 overage to Lender.

D. Condemnation. The proceeds of any award or claim for (amages, 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 Cwners Association unacceptable to Lender.

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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 the Condominium Rider.

Robert S. SAALFIELD, III Property of County Clerk's Office

_(Seal) rrower

___(Seal) Borrower

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