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RECORDING
BOX 136

DEPT-01 \$15.00
T84444 TRAN 3917 11/30/88 13:45:00
#8898 # D *-88-549795
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

Loan # 065086-1

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 18th
1988 The mortgagor is
CHARLES L. CORNELIUS, JR., MARRIED TO ROSALIE COULETAS

88549795

("Borrower"). This Security Instrument is given to **HOUSEHOLD BANK FSB, A FEDERAL SAVINGS BANK**
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** and whose address is
255 EAST LAKE STREET, BLOOMINGDALE, ILLINOIS 60108

("Lender").

Borrower owes Lender the principal sum of **One hundred sixteen thousand eight hundred and
NO/100** -----

Dollars (U.S.) **116,800.00**

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 **December 1st, 2018**. 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:

PARCEL 1:

THE EAST 32.5 FEET OF THE SOUTH 1.38 FEET OF LOT 13 AND THE EAST 32.5 FEET OF LOT 16 ALL BEING IN THE SUBDIVISION OF THE SOUTH EAST 1/4 OF BLOCK 41 OF CANAL TRUSTEES SUBDIVISION OF THE NORTH 1/2 AND NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS DATED AUGUST 16, 1971 AND RECORDED AUGUST 20, 1971 AS DOCUMENT 21592454 AND AS CREATED BY DEED FROM NATIONAL BOULEVARD BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 6, 1968 AND KNOWN AS TRUST NO. 2776 TO WILLIAM E. MILLARD, DATED AUGUST 26, 1971 AND RECORDED OCTOBER 6, 1971 AS DOCUMENT 21657213 FOR INGRESS AND EGRESS.

PIN # **14-33-305-061**

which has the address of

1910 N. CLEVELAND, UNIT #1A,
(Street)

CHICAGO
(City)

Illinois **60614**
(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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BLUMINGDALE, ILLINOIS 60108
1500 STATE ST.
P.O. BOX 662

1

NOTARY PUBLIC STAMP OF THE STATE OF NEW YORK
MAY COMMISSION EXPIRE 1957

HOUSEHOLD BANK fsb, A FEDERAL SAVINGS BANK

RECORD AND RESEARCH

This Document Prepared By: TONJA DECKER

My Commission expires

אנו לורט

CHARLES L. CORNELIUS, JR., MARJED, and ROSSALIE GOLULETERS, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes herein

a Notary Public in and for said county and state,

the underlined

County ss:

ANSWER TO THIS

PURPOSE OF THIS WAIVER OF HOMESTEAD RIGHTS
HAS EXECUTED THIS MORTGAGE FOR THE SOLE
PURPOSE OF ACQUISITION OF PROPERTY
BOSTON,
MASS.
RECEIVED
JULY 10, 1951
S. C. L.

1183

Instrument and in any rights) executed by her owner and recorded with
the Bureau of Patents and Appeals and agrees to the terms and conditions contained in this document.

admissibilis **scilicet** **Ridder** **Canadensis** **Scutellum** **Ridder**

34 Planned Unit Development Rider

Graduated Payment Rider

[Spends] (usage)

22. **Waiver of non-essential provisions** An option to waive one or more provisions of this instrument in the event of a
23. **Rider to this Security Instrument** If one or more riders are executed by Borrower and recorded together with
this instrument, the provisions and agreements of each such rider shall be incorporated into and shall amend and
supplement the provisions and agreements of this Security Instrument as if the rider were a part of this Security
Instrument [check applicable boxes].

27. **Release.** Lender shall have no obligation to pay any amount due under this Security instrument without first giving Borrower a reasonable opportunity to pay or cure such amount. Lender may do so by sending a written notice to Borrower at the address set forth above or to any other address which Borrower has furnished to Lender. Lender shall release this Security instrument without charge to Borrower if all sums secured by this Security instrument are paid and received by Lender.

30. Lender in Possession. I own and/or possess title to the above-named real property and at any time prior to the expiration of my period of redemption following judicial sale, I agree to transfer title to the above-named real property to the purchaser at such sale, or his/her heirs, executors, administrators, successors and assigns, and to pay all taxes and other charges against the property, and to defend the same against all persons.

I consider shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including legal fees.

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this security instrument, foreclose by judicial proceeding and sale of the property. The notice shall further advise of a default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on or before the date specified after acceleration and the right to assert it in the foreclosure proceeding the mon-

19. Acceleration Remedies. Lender shall have notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement of Agreement in this Section unless Lender has given Borrower 10 days written notice specifying the nature of the breach and giving Borrower a reasonable opportunity to cure the same.

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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; 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 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.

2. Protection of Lender's Rights in the Property: 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, or condemnation of the Property and Lender's rights in the Property may be affected, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender may, at his reasonable expense, pay sums secured by a lien which has priority over this Deed of Trust, and enter into the property or premises described in this Deed of Trust to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall not merge unless it enters into the merger in writing.

Instrument recorded prior to the acquisition date. Borrower shall not destroy, damage or substantially change the Properties. If this Security instrument is on a leasehold, make it determinate or ascertainable. 6. Reservation shall not affect the Properties.

I trust Leader and Honorable Member agree in writing, as I apprehend no proceedings to prevent the due exercise of the powers referred to in paragraph 1 and 2 of the amendment of the pastures by the Properties prior to the acquisition shall pass to render to the extent of the sums so used by this Section damage to the Properties is required by Law.

Under such circumstances, it is agreed that the lessor will be entitled to receive from the lessee, in addition to the rent, a sum equivalent to the amount of the insurance premiums paid by the lessee for the period during which the property is let.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause under which to hold the policies and renewals if Lender receives demands for prompt payment of all premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

5. Hazard Insurance: Borrower shall keep the property exempt from existing or hereafter effected on the Property against loss by hazards includable within the term "extreme, coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower has agreed in writing to the payment of the obligation incurred 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 initiate Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the lien or the property, or (c) recovers from the holder of the lien or the holder of any part of the lien or the property the amount paid to the holder of the lien or the property.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions arising payable to the property, which may accrue prior to or after this instrument, and leasehold payments of ground rents, if any. Borrower shall pay these obligations out of his/her personal funds. Security deposit, and leasehold payments of ground rents, if any, shall pay the same manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time due dates to the person, and payment 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 certifying the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied first to interest accrued thereunder, second, to principal due under the Note, third to amounts payable under Paragraph 2, fourth, to interest due, and last, to principal due under Paragraphs 1 and 2 shall be applied first to late charges due under the Note, second, to payments made under the Note, third to amounts payable under Paragraph 2, fourth, to interest due, and last, to principal due under the Note.

amount of time the Lender may require to make payments as required by the Lender.

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 deposited in escrow.

expenses of service shall not be a charge for purposes of the preceding sentence. 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, under

201. Funds shall be held in an escrow account which the escrow officer may disburse only under the direction of the escrow agent.

The second section of the instrument consists of 12 items which are intended to measure the degree of self-control and self-reliance displayed by the respondent. The following is a sample of the items:

1. Payment of principal and interest; preparation and lease charges.
2. Funds for taxes and insurance.

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Loan # 065086-1

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18th day of November . 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
HOUSEHOLD BANK Fsb, A FEDERAL SAVINGS BANK

(the "Lender")

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

Unit #1A
1910 N. CLEVELAND, CHICAGO, ILLINOIS 60614
(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Covenants and Restrictions recorded August 20, 1971 as Document 21592454

(the "Declaration"). The Property is a part of a planned unit development known as 1910 - 1912 N. Cleveland Townhomes

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. 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 insuring the Property 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 provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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 or the common areas and facilities of the PUD, 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 PUD, 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 PUD 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 PUD Rider

Charles L. Cornelius Jr. (Seal)
CHARLES L. CORNELIUS, JR. MARRIED
Borrower

(Seal)
-Borrower

(Seal)
Borrower

(Seal)
Borrower