

UNOFFICIAL COPY

ILLINOIS - Single Family - First/Second Mortgagel Note

THIS SECURITY INSTRUMENT IS GIVEN TO EVIDENCE A INDIVIDUAL SECURITY INSTRUMENT ISSUING AND HOLDING PROPERTY, AND THAT THE PROPERTY IS INDEMNIFIED, EXCEPT FOR ENCUMBRANCES OF RECORD.

BORROWER WARANT AND WILL DEFEND RELEASING THE TITLE TO THE PROPERTY AGAINST ALL CLAIMS AND DEMANDS, SUBJECT TO ANY AND ALL OTHER WARRANTIES AND CONVEYANCERS WHICH ARE HEREBY CONVEYED AND HAS THE RIGHT TO DETERMINES OF RECORD.

BORROWER WARANT AND CONVEY THE PROPERTY AND THAT THE PROPERTY IS INDEMNIFIED, EXCEPT FOR ENCUMBRANCES OF RECORD, TO THE BORROWER AND CONVEY ALL PROPERTY HELD AS SECURITY INSTRUMENT. ALL OF THE FORE- PART OF THE PROPERTY. ALL EQUIPMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FORE-COSES, FEES, EXPENSES, INCOME AND RENT RIGHTS AND PROFITS, WHETHER IN THIS AND ALL FIXTURES NOW OR HEREAFTER ACQUIRED, ARE ALSO CONVEYED ON THE PROPERTY, AND ALL LEASING RIGHTS, APPROPRIATE.

THIS SECURITY INSTRUMENT NOW OR HEREAFTER EXECUTED ON THE PROPERTY, AND ALL LEASING RIGHTS, APPROPRIATE. BORROWER IS LIABLE TO THIS SECURITY INSTRUMENT AS THE "PROPERTY".

ILLINOIS 60201 (Property Address) / REAL ESTATE TAX ID #11-18-328-018-1007
WPA (City) **EVANSTON** (State) **A3** (Zip Code)

87292485

THIS MORTGAGE IS BEING RECORDED SOLELY TO THE PURPOSE
OF CORRECTING THE LOCAL DESCRIPTION.
THE BORROWER WARANT AND CONVEY THE PROPERTY, AND CONVEY THE PROPERTY.

UNIT NUMBER 902-3 IN THE BEECH IN EVANSTON CONDOMINIUM, AS DESCRIBED
ON SURVEY OR THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:
THE EAST 156 FEET OF THE NORTH 150 FEET OF BLOCK 41 IN CITY OF
EVANSTON, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF
SECTION 13, TOWNSHIP 11 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN, WITH 118 FEET OF SECTION LINE, 41 NORTH, RANGE 11 EAST OF
THE THIRD PRINCIPAL, MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT A,
TO DOCUMENT 24366992, TOGETHER WITH ITS UNDERTHREE PERCENT AMENDMENT
BY DOCUMENT 24225503 AND AMENDMENT 03
THE BORROWER, A CREDITORS, DEBTOR AND COVENANT UNDER THIS SECURITY INSTRUMENT PAYABLE
WHICH INTEREST, AND WHICH PAYABLE TO PROVIDE THE SECURITY INSTRUMENT AND (c) THE PAYMENT OF ALL OTHER SUMS,
DEEMED BY THE NOTE, WITH INTEREST, AND ALL ATTACHMENTS, EXEMPTIONS AND MODIFICATIONS; (a) THE REPAYMENT OF THE DEBT ENTITLED
TO THE SECURITY INSTRUMENT, WHICH PROVIDED FOR MONTHLY PAYMENTS, WITH THE FULL DEBT, IF NOT PAID ORGANIC,
DOLLARS (\$18,500,000). THIS DEBT IS EVIDENCED BY BORROWER'S NOTE DATED THE SAME DATE AS THIS
SECURITY INSTRUMENT ("NOTE"), WHICH PROVIDED FOR MONTHLY PAYMENTS, WITH THE FULL DEBT, IF NOT PAID ORGANIC,
DOLLARS (\$18,500,000). THIS DEBT IS EVIDENCED BY BORROWER'S NOTE DATED THE SAME DATE AS THIS
SECURITY INSTRUMENT, ("NOTE"), WHICH PROVIDED FOR MONTHLY PAYMENTS, WITH THE FULL DEBT, IF NOT PAID ORGANIC,
DOLLARS (\$18,500,000). THIS DEBT IS EVIDENCED BY BORROWER'S NOTE DATED THE SAME DATE AS THIS
SECURITY INSTRUMENT, ("NOTE"), WHICH PROVIDED FOR MONTHLY PAYMENTS, WITH THE FULL DEBT, IF NOT PAID ORGANIC,
DOLLARS (\$18,500,000).

THIS SECURITY INSTRUMENT IS BEING RECORDED PURSUANT TO SECTION 140-A OF THE PUBLIC ACT NO. 3477, APPROVED APRIL 25, 1969, WHICH PROVIDES FOR THE RECORDING OF SECURITY INSTRUMENTS AND FOR THE RECORDING OF CERTAIN OTHER DOCUMENTS. THIS SECURITY INSTRUMENT IS BEING RECORDED PURSUANT TO SECTION 140-A OF THE PUBLIC ACT NO. 3477, APPROVED APRIL 25, 1969, WHICH PROVIDES FOR THE RECORDING OF SECURITY INSTRUMENTS AND FOR THE RECORDING OF CERTAIN OTHER DOCUMENTS.

THE BORROWER WARANT AND CONVEY THE PROPERTY, AND CONVEY THE PROPERTY.

THIS MORTGAGE ("SECURITY INSTRUMENT") IS GIVEN ON MAY 18, 1987,

74036-5

MORTGAGE

(Space Above This Line for Recording Data)

THIS INSTRUMENT PREPARED BY **Patricia LaShobe**, One First National Bank of Chicago
ONE FIRST NATIONAL BANK OF CHICAGO, STATE OF ILLINOIS, 60609
SINCE 1901

15 66
8 7 2 9 2 4 3 6 6 7 2 9 2 4 8 5

BOX 305 **(1)**

88020890

C-71-742-07-002-1020-71

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

19. Acceleration. Benefits. Lender shall give notice to Borrower prior to acceleration following

Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; 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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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

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

Susan L. Comstock (Seal)
Susan L. Comstock Borrower

..... (Seal)
Borrower

..... (Seal)
Borrower

..... (Seal)
Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, COOK(..... County ss:

I, GRACE CLAUSON, a Notary Public in and for said county and state, do hereby certify that Susan L. Comstock, UNMARRIED, FEMALE, NEVER HAVING BEEN MARRIED

personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ... She signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 187th day of 1987. My Commission expires: 10-16-87.

Grace Clauson
Notary Public

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 JAN 14 AM 10:55

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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 30 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 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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PL
74036-5Borrower:
.....
(Seal)Suzan L. Comastork
Suzan L. Comastork
872925

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

Disbursement in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting 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 F shall become additional debt of Borrower, secured by the Security Instrument. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.

F. Remedies. If Borrower violates any provision of this public liability insurance coverage maintained by the Owners' Association unacceptably to Lender:

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

(iii) termination of professional management and assumption of sole management of the Owners' Association by Lender;

(ii) any amendment to any provision of the Condominium Document or consent if the provision is for the express benefit of eminent domain;

(i) the abandonment of substantial disbursement by Lender or other entity or in the case of a taking by condemnation or required by law in the case of substantial disbursement by Lender or in the case of a taking by condemnation or consent, after publication of notice to Lender and with Lender's prior written

F. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written shall be applied by Lender to the sums secured by the Security Instrument as provided in Paragraph C herein.

E. Commencement of other taking of all or any part of the Property, whether or the unit or the common elements, or for any conveyance in lieu of condemnation, are hereby suspended and shall be paid to Lender. Such proceeds common with any condominium of any owner or tenant for damages, direct or consequential, payable to Borrower in accordance with the procedures of the Association prior to Lender.

D. Condemnation. In the event of a condemnation of any part of the Property, whether or the unit or the common association maintains a public liability insurance coverage to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners' property, whether or the unit or the common elements, any proceeds payable to Borrower in lieu of restoration of property a loss to the

In the event of a distribution of hazard insurance premiums in form, amount, and extent of coverage.

Borrower shall give Lender prior notice of any lapse in required hazard insurance coverage.

is deemed satisfied to the extent that the required coverage is provided by the Owners' Association policy.

(ii) Borrower's obligation under Lender's Uniform Coverage to maintain hazard insurance coverage on the Property the generally premium insurance for hazard insurance coverage on the Property and

(i) Lender may as the provision in this instrument Covenants 2 for the monthly payment to Lender of one-twelfth of within the term "extinctive coverage", there

coverage in the normal risk, or the period, and against the hazards Lender requires, including fire and hazards included master, or "blanket", policy on the Condominium Project which is satisfactory to Lender and which provides insurance

H. Hazard Insurance. So long as the Owners' Association maintains, with a reasonably acceptable insurance carrier, a

Borrower shall provide all documents required to file a Condominium Documents.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium

Borrower and Lender further covenant and agree as follows:

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

("Owners' Association"), holds title to property for the benefit of use of its members of shareholders, the Property also

the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the

known as "Title Holder"). The title to the property, title, ("Title Holder")

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

902 Groonwood - #3, Evansboro, NC, 28201 (Property Address)

of the same date and covering the property described in the Security Instrument and located in (the "Lender")

THE FIRST NATIONAL BANK OF CHICAGO

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

THIS CONDOMINIUM RIDER IS MADE THIS 18th day of May 1987.