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#1862 # D * 99-097101
COOK COUNTY RECORDER

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141105891

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MORTGAGE

1988 THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 25
1988. The mortgagor is JOSEPH C. SVEHLA AND CAROLYN J. SVEHLA, HUSBAND/WIFE.
RESIDENTIAL FINANCIAL CORP., which is organized and existing
under the laws of NEW JERSEY, and whose address is
1415 VALLEY RD., WAYNE, NEW JERSEY 07470 ("Lender").
Borrower owes Lender the principal sum of ONE HUNDRED FOURTEEN THOUSAND, AND 00 /100
Dollars (U.S. \$ 114,000.00). 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 MARCH 1, 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 CITY OF CHICAGO, COOK County, Illinois:

PARCEL 1: UNIT 4910 TOGETHER WITH AN UNDIVIDED .16980
PERCENT INTEREST IN THE COMMON ELEMENTS IN 155 HARBOR DRIVE
CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION
RECORDED AS DOCUMENT NUMBER 22935653, IN THE SOUTHEAST 1/4
OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT
OF PARCEL 1, AS DEFINED AND SET FORTH IN THE DECLARATION
RECORDED AS DOCUMENT NUMBER 22935651, AS AMENDED BY
DOCUMENT NUMBER 22935652.

PARCEL 3: EASEMENTS OF SUPPORT FOR THE BENEFIT OF PARCEL 1
AS SET FORTH IN RESERVATION AND GRANT OF RECIPROCAL
EASEMENTS AS SHOWN ON HARBOR POINT UNIT NUMBER 1 AND AS
SUPPLEMENTED BY DOCUMENT NUMBER 22935651, AS AMENDED BY
DOCUMENT NUMBER 22935652, ALL IN COOK COUNTY, ILLINOIS.

17-10-401-005-1668. *Pr*

"SEE ATTACHED CONDOMINIUM RIDER TO MORTGAGE MADE A PART HEREOF".

-88-097101

which has the address of 155 N. HARBOR DRIVE #4910, CHICAGO
(Street) (City)
Illinois 60601 ("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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RETIURN TO AND PRESEARBD BY:
RESIDENITAL FINANCIAL CORP.
155 EAST ALGONQUIN ROAD
MILWAUKEE, WISCONSIN 53202
My Commission Expires Feb. 4, 1991
Notary Public, State of Illinois
Diane L. Bush
OFFICIAL SEAL

PERSONALLY known to me to be the same person(s) whose name(s) ARE SUBSCRIBED
to the foregoing instrument, appeared before me this day in person, and
acknowledged that they signed and delivered the said instrument as their
free and voluntary act, for the uses and purpose therein set forth.
Given under my hand and official seal, this 25th day of FEBRUARY, 1988.

I, The Notary Public, a Notary Public in and for said County and State, do hereby certify that JOSEPH C. SVETHA AND CAROLYN J. SVETHA, HUSBAND/WIFE

STATE OF ILLINOIS, County ss:

[Space Below This Line For Acknowledgments]

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY DEED(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

22. WHETHER OR NOT MEMBERSHIP DOWNTIME WAS DEDUCTED FROM THE SECURITY INSTRUMENTS OR THE SECURITY INSTRUMENTS ARE EXCLUDED FROM THE SECURITY INSTRUMENTS.

23. IF ONE OR MORE RIDERS ARE EXCLUDED BY BORROWER AND RECORDED TOGETHER WITH THIS SECURITY INSTRUMENT, THE COUNTERPARTS AND AGREEMENTS OF EACH SUCH RIDER SHALL BE INCORPORATED INTO AND SHALL AMEND AND SUPPLEMENT THE COUNTERPARTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY INSTRUMENT. [Check applicable box(es).]

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

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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 of record payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

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

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

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If Lender 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 to pay these sums 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 notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

17. Transfer of 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) to another person, the transferor shall not be entitled to immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercisable by Lender if exercise is prohibited by general law as of the date of this Security Instrument.

Note that each provision, to this end, has its own specific purpose.

15. Governing Law; Severability. This Security Instrument shall be governed by Florida law. In the event that any provision or clause of this Security Instrument is held invalid or unenforceable, such provision or clause shall not affect other provisions of this Security Instrument or the Note condition in which the Property is located. In the event that such a provision or clause does not affect other provisions of this Security Instrument or the Note condition in which the Property is located, the parties shall negotiate in good faith to amend such provision or clause to reflect the intent of the parties as近似于

As a result, many users of first class mail units will need to obtain a permit under section 10 of the Motor Carrier Act. Any notice to first class mail units shall be delivered by mail unless otherwise required by law.

13. A delegation may provide any provision of the Note or this Security Instrument concerning a particular subject matter, if such provision is a part of an amendment, supplement, or modification to the Note or this Security Instrument.

This Security Instrument shall bind him and his successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to Lender and his successors and assigns in accordance with the terms of this Note.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date the Condendor offers to make an award or settle a claim for damages, Borrower fails to collect and apply the proceeds, either to restoration or repair of the Property or to the extent necessary to its operation, whether or not then due.

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, the proceeds shall be applied to the sums secured by this Security instrument, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be held to Borrower.

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 specific reasonable expenses upon and inspections of the Property. Lender or its agent may make reasonable entries upon and inspections of the Property.

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CONDOMINIUM RIDER

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THIS CONDOMINIUM RIDER is made this 25TH..... day of FEBRUARY 19....88
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
..... RESIDENTIAL FINANCIAL CORP..... (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
..... 165 N. HARBOR DRIVE #4910 (Property Address) CHICAGO, IL 60601.....

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

[Name of Condominium Project]

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

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

A. **Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. **Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

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

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty, or in the case of a taking by condemnation or eminent domain;

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

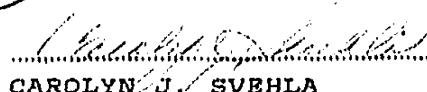
(iii) termination of professional management and assumption of self-management of the Owners Association; or

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

F. **Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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


JOSEPH C. SVEHLA (Seal)
Borrower


CAROLYN J. SVEHLA (Seal)
Borrower

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Property of Cook County Clerk's Office

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