COCK COUNTY LUMNOIS FILLD FOR REJOAD

1988 AFR 25 PM 2: 45

88171722

#### 88171722

- [Space Above This Line For Recording Data] -

#### \$17.00

#### MORTGAGE

...2-23-83. A/K/A. Trust. #57201...... ("Borrower"). This Security Instrument is given to ...... First Sec in ity Bank of Chicago which is organized and existing and whose address is ................... under the laws of ..... Illinois ..... 196 East Pracson, Chicago, Illinois 60611 ("Lender").
Borrower owes Le ider the principal sum of Seventy. Five. Thousand and 00/100-----mananana. Dollars (U.S. \$.....7.5., 000...00......). This debt is evidenced by Borrower's note dated the same date at this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not secures to Lender: (a) the repryment 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 

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ollowing desci.

ot 17 in J.F. Starr's

fronson's Addition to Chica.

(ast of the Third Principal Mer.

which survey is attached as Exhibit

Condominium recorded as Document 255176c.

percentage interest in the common elements, i...

Permanent Tax Number: 17-04-205-055-1002

which has the address of 163 West Burton, Unit 2F Chicago (Street) (City) Illinois ... Illinois ..... ("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 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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 Bankforins, Inc.

# **UNOFFICIAL COPY**

CHICAGO, ILLINOIS 60611

ABLE TO: FIRST SECURITY BANK OF CHICAGO

	•
(seconder)	Prepared by: Shella R. Mortensen
,	<b></b>
<i>,</i>	
Notary Public	
	My Commission expires:
6'0	Given under my hand and official seal, thisday of
200	set forth.
Hary act, for the uses and purposes therein	signed and delivered the said instrument astree and volut
rson, and asknowledged that he	subscribed to the foregoing instrument, appeared before me this day in p
e הלדיכחו(s) whose name(s)	personally known to me to be the san
	do hereby certify thatdo hereby certify that
y Public in and for said county and state,	BloM a, I
us se:	STATE OF ILLINOIS,Cou
Chicago, not personally, ceeunder[rustAgreement(Seal) ary 23, 1983 and known —Bowower 57201.	autitinaa.iitud.
(leas)	
tional Bank and Trust Sorrower	American Ne
(Scal) Sank and Trust —Borower	
(Scal) Sank and Trust —Borower	BY SIGNING BELOW, Borrower excepts and agrees to the terms Instrument and in any rider(s) executed by Berrower and recorded with it.
And covenants contained in this Security (less)	Instrument and in any rider(s) executed by Be trower and recorded with it.
And covenants contained in this Security (less)	Adjustable Ease Pider    Adjustable Ease Pider   Planned Unit Developmen   Other(s) [specify]     BY SIGNING BELOW, Borrower and agrees to the terms   Instrument and in any rider(s) executed by Br trower and recorded with it.
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notion in the Property.  Include by Borrower and recorded together with all be incorporated into and shall amend and if the rider(s) were a part of this Security  X 2-4 Family Rider  Rider  Rider  and covenants contained in this Security  and covenants contained in this Security  (Seal)	Instrument with out charge to Borrower. Borrower shall pay any recordation of 22, Weiver of Homestead. Borrower waives all right of homestead exert this Security Instrument, If one or more riders are executive lastrement, the coverants and agreements of this Security Instrument as supplement the coverant, and agreements of this Security Instrument as Instrument. [Check at plies ble box(es)]  Adjustable Earle Rider
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foreclosure. If the default is not cured on or ediate payment in full of all sums secured by Security Instrument by judicial proceeding, dies provided in this paragraph 19, including, bandonment of the Property and at any time Lender (in person, by agent or by judicially mage the Property and to collect the rents of seciver shall be applied first to payment of the strument in the Property.  The security Instrument in the Property.  The incorporated into and shall amend and motion in the Property.  The incorporated into and shall amend and if the rider(s) were a part of this Security if the rider(s) were a part of this Security if the rider(s) were a part of this Security and covenants contained in this Security.  The incorporated into and shall amend and if the rider(s) were a part of this Security and covenants contained in this Security.  The incorporated into an and shall amend and if the rider(s) were a part of this Security and covenants contained in this Security and Trust — Security — Bennower — — Bennower — Ben	existence of a default or any other defense of Borrower to acceleration and before the date specified in the notice, Lender at its option may require imm this Security Instrument without further demand and may foreclose this is lais Security Instrument without further demand and may foreclose this is Lender shall be entitled to collect all expenses incurred in pursuing the remed but not limited to, reasonable attorneys' fees and costs of title evidence.  20. Lender in Possession. Upon acceleration under paragraph 19 or a prior to the expiration of any period of redemption following judicial sale, appointed receiver) shall be entitled to enter upon, take possession of and map appointed receiver ball in the Property including those past due. Any rents collected by Lender or the receiver's bonds and reasonable attorneys' fees, and then to the sums secured it the Property including those past due. Any rents collected by this Security Instrument of the Property and collection of rents, including, but this Security Instrument of the Borrower. Borrower shall pay any recordation of this Security Instrument of the Borrower. Borrower shall pay any recordation of this Security Instrument of the Borrower. Borrower shall pay any recordation of all sums secured by this Security Instrument with out charge to Borrower. Borrower shall pay any recordation of this Security Instrument in State of management of the Property and agreements of the tester and supplement the covering Security Instrument and By Signification of the state of the tester of sach such rider shall be such as a secured by Borrower and By Browled Unit Development of the such and in any rider(s) executed by Borrower accepts and recorded with it.  By Signification of the Below, Borrower and recorded with it.  Adjustable factor of the Below, Borrower and recorded with it.  By Signification of the such as a security Instrument and the such and the such as a security Instrument and the such as a security Instrument and the such as a security Instrument and the such
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default; (b) the action required to cure the forcover, by which the default must be cured; assert in the Property. The notice aball further sale of the Property. The notice aball further foreclosure, if the default is not cured on or ediate payment in full of all sums secured by foreclosure, if the default is not cured on or security Instrument by judicial proceeding, dies provided in this paragraph 19, including, bandonment of the Property and at any time bandonment of the Property and to collect the tents of not limited to, receiver's fees, premiums on servicer shall be applied first to payment of the not limited to, receiver's fees, premiums on sortium the Property.  If the Triberty and recorded together with the by Borrower and recorded together with if the rider(s) were a part of this Security if the rider(s) were a part of this Security all the rider(s) were a part of this Security fitter inder(s) were a part of this Security if the rider(s) were a part of this Security if the rider(s) were a part of this Security.  Exider Mandon and State of the Security if the rider(s) were a part of this Security if the rider(s) were a part of this Security if the rider(s) were a part of this Security if the rider(s) were a part of this Security if the rider(s) were a part of this Security if the rider(s) were a part of this Security if the rider(s) were a part of this Security if the rider(s) were a part of this Security if the rider(s) were a part of this Security if the rider(s) were a part of the security if the rider(s) were a part of the security if the rider(s) were a part of the security if the rider(s) were a part of the security if the rider(s) were a part of the security if the rider in the security	existence of a default or any other defense of Borrower to acceleration and before the date specified in the notice, Lender at its option may require imm this Security Instrument without further demand and may foreclose this is lais Security Instrument without further demand and may foreclose this is Lender shall be entitled to collect all expenses incurred in pursuing the remed but not limited to, reasonable attorneys' fees and costs of title evidence.  20. Lender in Possession. Upon acceleration under paragraph 19 or a prior to the expiration of any period of redemption following judicial sale, appointed receiver) shall be entitled to enter upon, take possession of and map appointed receiver ball in the Property including those past due. Any rents collected by Lender or the receiver's bonds and reasonable attorneys' fees, and then to the sums secured it the Property including those past due. Any rents collected by this Security Instrument of the Property and collection of rents, including, but this Security Instrument of the Borrower. Borrower shall pay any recordation of this Security Instrument of the Borrower. Borrower shall pay any recordation of this Security Instrument of the Borrower. Borrower shall pay any recordation of all sums secured by this Security Instrument with out charge to Borrower. Borrower shall pay any recordation of this Security Instrument in State of management of the Property and agreements of the tester and supplement the covering Security Instrument and By Signification of the state of the tester of sach such rider shall be such as a secured by Borrower and By Browled Unit Development of the such and in any rider(s) executed by Borrower accepts and recorded with it.  By Signification of the Below, Borrower and recorded with it.  Adjustable factor of the Below, Borrower and recorded with it.  By Signification of the such as a security Instrument and the such and the such as a security Instrument and the such as a security Instrument and the such as a security Instrument and the such

THIS 2-4 FAMILY RIDER is made this 25th day of	
and is incorporated into and shall be deemed to amend and supplem	ent the Mortgage, Deed of Trust or Security Deed (the
"Security Instrument") of the same date given by the undersign First Security Bank of Chicago	ned (the "Borrower") to secure Borrower's Note to the "Lender" (the "Lender"
of the same date and covering the property described in the Security	Instrument and located at:
163 West Burton, Unit 2F, Chicago, Illinois	60610

- 2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW, Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUSCEDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance as required by Uniform Covenant 5.
  - D. "BORROWER'S AGENT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES, Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the easting leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Be trower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower Borrower's breach of any covenant or agreement in the Security a strument. Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all ren's received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F

Lender shall not be required to enter upon, take control of or maint in the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may the so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note of agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

By Sigsing Below, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

American National Bank and Trust Company of Chicago, not personally, but as trustee under Trust Agreement dated Feburary 23, 1983 and

known as Trust Number 57201.

Prepared by: Shella R. Mortensen

MAIL TO: FIRST SECURITY BANK OF CHICAGO
196 EAST PEARSON
CHICAGO ILLINOIS COST

Bud 300

88171722

(Seal)

### **UNOFFICIAL COPY**

requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower 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 Security Instrument.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance.

11 Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Propertifushe leasehold and

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,

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 1 and 2 or change the amount of the payments. If

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

when the notice is given.

Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the proceeds to repair or restore 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 50-day period will begin applied to the sums secured by this Security Instrument, whether or not then due, with at weress paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lend, is eccurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be 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

Lender shall have the right to hold the policies and renewals. If Lender requires, Porrower 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 Lende, and shall include a standard mortgage clause.

unreasonably withheld.

requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance shall be chosen by Borrower ubject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "extenced against loss by fire, hazards for which Lender

5. Hazard Incurance. Borrower shall keep the improved with now existing or hereafter erected on the Property

of the giving of notice.

the Property is subject to a lien which may attain priority one or this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of tak one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the liet 15 this Security Instrument. If Lender determines that any part of prevent the enforcement of the lien or forfeiture of any that of the Property; or (c) secures from the holder of the lien an Borrower shall promptly discharge any i'en which has priority over this Security Instrument unless Borrower: (8) 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 require the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to

receipts evidencing the payments.

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 promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrowe makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrowe makes these payments directly, Borrower shall promptly furnish to Lender 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

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

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

application as a credit against the sums secured by this Security Instrument.

any Funds held by Lander. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately and the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upon payrient in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

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

amount of the funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any 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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

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. leaschold 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-imelify of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. L. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

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

## UNQFEICIAL COPY ...

THIS CONDOMINIUM RIDER is made this.	25th	day of	April	19 88
and is incorporated into and shall be deemed to a "Security Instrument") of the same date given by	imend and sup the undersigne	plement the M ed (the "Borros	lortgage, Deed- wer'') to secure	of Trust or Security Deed (the Borrower's Note to
FirstSecurityBankofChicago				
of the same date and covering the Property describ				
163.West.Burton,Unit2F,Chicago	Lllinoie	60610		
The Property includes a unit in, together with a		iterest in the c	ommon elemer	its of, a condominium project
known as: The Burton Court Condominium Asso	ciation Name of Condom	inium Project)	******************	
(the "Condominium Project"). If the owners as				

(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. Condorain'um 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 d.e. Ji dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insur. no., So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" police of the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included 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 engler Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the require 2 coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt no ice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazaro visurance 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 are 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 insulance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, there is inder may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower serviced 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 requiring payment.

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

American National Bank and Trust Company of Chicago, not personally,

as Trust Number 57201.

Prepared by: Shella R. Mortensen

MAIL TO: FIRST SECURITY BANK OF CHICAGO 196 EAST PEARSON CHICAGO, ILLINOIS 60611 8817172

### **UNOFFICIAL COPY**....

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 serviced 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. Borrover Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amor ization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shalf act 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 an ortization 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 Bow.d; 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, they (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (3) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may clocke 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 Notes

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable eccording to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Secu ity 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 Legicer when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal tow and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Secrety Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Irst ament 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 in Borrower in Borrower. 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.

## INOFFICIAL COPY

This Mortgoge is executed by the American National Bank and Frust Company of Chicago, not personally but as Trustee as a foresaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and aforesaid in the exercise of the power and authority to execute this instrument). Fight is expressly under a foresaid in the exercise of the power and such power and authority to execute this instrument). Fight is expressly under Trust Company of Chicago personally power and authority to execute this instrument. Fight years to said not contained shall be construed as creating any liability on the said rate party of on any stood and agreed that nothing herein or in said note contained shall be contained and note on any interest that it also being any contained according by the said note of implied herein contained. All such liability, if any, being any contained according by the said to be contained as the contained according by the said to be contained as the contained according by the said to be contained as the contained according by the said to be contained as the contained as the contained according to the expressly waived by Mortgagee and by every person now or hereafter claiming any right or security here and that so far as the First expressly waived by Mortgagee and by every person now or hereafter claiming any right or security here are concerned, the legal holder or expressly waived by Mortgagee and American National Bank and Trust Company of Chicago personal var concerned, the legal holder or expressed for the successors and said American National Bank and Trust Company of Chicago personal var concerned, the premises hereby conveyed for Party and its successors and the owner or exercise accounts accruing hereunder shall look solely to the premises hereby conveyed in the manner herein and in an note provided or by action to enforce the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in an note provided or by action to enforce the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in an note provided or by action to enforce the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in an note provided or by action to enforce the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in a note provided or by action to enforce the payment.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST (JOMPANN OF CHILAGO, not personally but as Truster as afore-said, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attended by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL SANK AND TRUST COMPANY OF CHICAGO As Trustre as afore in and not personally

a Notary Public, in and for said County, in the State aforesaid,

STATE OF ILLINOIS COUNTY OF COOK

Secretary, respectively, appragate refore me this day in person and acknowledged that they signed and delivered the said instrument as Secretary, respectively, appragate the fire and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes their own fire and voluntary and as the fire and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes their own fire and voluntary act of said Company, as Trustee as aforesaid. personally known to me to be the same persons where names are subscribed to the foregoing instrument as such Vice-President, and Assistant therein set forth; and the sid Assistant Secretary then and there acknowledged that bey as custodian of the corporate seal of said Com-KAREN E BURNSHICHAEL WHELLAN Peter H. Johanson

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