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UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 MAY 12 PM 2:32

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(Space Above This Line For Recording Data)

14⁰⁰

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 10 1988. The mortgagor is AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated March 30, 1988 and ("Borrower"). This Security Instrument is given to known as Trust Number 105030-01

THE FIRST BANK OF WHITING, which is organized and existing under the laws of THE STATE OF INDIANA, and whose address is 1500 - 119TH STREET WHITING, IN 46394 ("Lender").

Borrower owes Lender the principal sum of EIGHTY-EIGHT THOUSAND AND NO/100 *****Dollars (U.S. \$ 88,000.00). 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 JUNE 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 COOK County, Illinois:

UNIT NUMBER 1109, AS DELINEATED ON SURVEY OF THAT PART OF LOT 'A' COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT, 90.60 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST PERPENDICULAR TO SAID EAST LINE, 114.58 FEET TO THE POINT OF INTERSECTION WITH A LINE WHICH IS 22.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH PORTION OF SAID LOT 'A'; THENCE NORTH ALONG SAID PARALLEL LINE AND SAID LINE EXTENDED, 24.605 FEET; THENCE WEST ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID LOT, 55.52 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE NORTH PORTION OF SAID LOT; THENCE NORTH ALONG SAID WEST LINE OF THE NORTH WEST CORNER OF SAID LOT, THENCE EAST ALONG THE NORTH LINE OF SAID LOT TO THE NORTH EAST CORNER THEREOF, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT TO THE POINT OF BEGINNING; SAID LOT 'A' BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BLOCK 2 IN POTTER PALMER'S LAKE SHORE DRIVE ADDITION TO CHICAGO IN THE NORTH 1/2 OF BLOCK 7 AND OF PART OF LOT 21 IN COLLIN'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 7 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/2 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMALGAMATED TRUST DATED AUGUST 18, 1976 AND KNOWN AS TRUST NUMBER 3368, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 23675016, TOGETHER, WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM AFORESAID (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

PIN 1703-204-063-1082

which has the address of 1000 LAKE SHORE DRIVE CHICAGO Illinois 60611 ("Property Address"); (Street) (City) (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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Mr. 1 to: The First BK of Utilities
Mtg Dept
591 W Lincoln Hwy
Crown Point Ind 46307

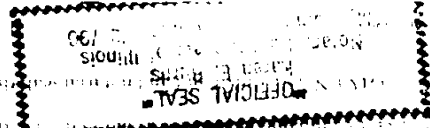
JOHN M. O'DROBINA, ATTORNEY AT LAW
591 W. LINCOLN HIGHWAY, CROWN POINT, IN 46307

This instrument was prepared by:

BOX 333-CG

Solely Public

J. MICHAEL WRELAN, Assistant Secretary of said Company, who are authorized to execute this instrument as such Assistant Secretary and Assistant Treasurer, certify that they signed and delivered this instrument as approved, authorized, and intended by the Board of Directors of said Company, and that the same was duly recorded in the office of the Recorder of Deeds for said County, Indiana, on this day of May, 1988.
KAREN E. BURNS, Peter H. Johnson
Nancy P. Blum, in and for said Company, the state of Indiana, do hereby certify that the foregoing instrument was duly recorded in the office of the Recorder of Deeds for said County, Indiana, on this day of May, 1988.



MAY 10 1988
[Signature]
A.D. 1988

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
Trustee
[Signature]
V. P. M. Blum

STATE OF ILLINOIS
County of Cook
Know all men by these presents that the undersigned, **KAREN E. BURNS**, **PETER H. JOHNSON**, **NANCY P. BLUM**, in and for said Company, the State of Indiana, do hereby certify that the foregoing instrument was duly recorded in the office of the Recorder of Deeds for said County, Indiana, on this day of May, 1988.

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
19. Acceleration; Remedies. 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 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 cost 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 boxes.)
 Adjustable Rate Rider
 Condominium Rider
 2-4 Family Rider
 Planned Unit Development Rider
 (Others) (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.

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