

# UNOFFICIAL COPY

89-11502  
MAIL

89-429667

This instrument prepared by  
and should be returned to:  
**JANICE TIZENTHALER**  
The First National Bank of Chicago  
One First National Plaza  
Suite 0049  
Chicago, Illinois 60670-0049

[Space Above This Line for Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 31 1989**.  
The mortgagor is **MATTHEW R. SMITH AND MARGARET E. RUBIN, MARRIED TO EACH OTHER**

This Security Instrument is given to **THE FIRST NATIONAL BANK OF CHICAGO**,  
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**,  
and whose address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670**.  
("Lender"). Borrower owes Lender the principal sum of  
**EIGHTY NINE THOUSAND SIX HUNDRED & 00/100**.

Dollars (U.S. \$ **89,600.00**). 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 **SEPTEMBER 1, 2004**. 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:

89-429667

UNIT NUMBER 3, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THE NORTH 28 FEET OF THE SOUTH 45 FEET AND 2 1/2 INCHES OF LOT 5 IN BLOCK 61 IN HOPKINS' ADDITION TO HYDE PARK, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 19, 1972 AND KNOWN AS TRUST NUMBER 60729 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22231187, TOGETHER WITH AN UNDIVIDED 35 PERCENT INTEREST IN SAID PARCEL (EXCLUDING FROM SAID PARCEL ALL THE UNITS AND SPACE COMPRISING ALL THE UNITS AS SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

P.I.N. 20-14-200-034-1003

DEPT-01 RECORDING	\$15.25
TM4444 TRAN 0115 09/13/89 10:59:00	
<b>#1343 # D 89-429667</b>	
COOK COUNTY RECORDER	

which has the address of **5522 SOUTH KIMBARK #3**, **CHICAGO**  
(Street) (city)  
Illinois **60637** ("Property Address"); **REAL ESTATE TAX I.D. # : 20 14 200 034 1003**  
(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".

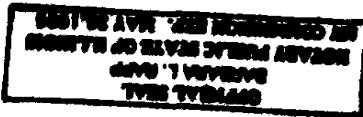
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims 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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0002005069

*John C. Long* Notary Public



Supperared 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 purposes herein set forth.

I, . . . . . MATTHEW R. SMITH AND MARGARET E. ROBINSON, married to each other . . . . . certify that Natural Public in said county and state, do hereby

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

Cook

MARSHALL E. BROWN  
MINTHORN M. SMITH

-Borrower  
..... (SEAL)

-Borrower  
..... (SEAL)

-Borrower  
..... (SEAL)

-Borrower  
..... (SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument.

- Adjustable Rate Rider       Commodity Index Rider       2-4 Family Rider  
 Addendum to Adjustable Rate Rider       Plain Old Rider  
 Graduated Payment Rider       Planned Unit Development Rider  
 Other(s) [Specify]

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any default 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 Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower to Lender to do so.

discrepancy between rights in the property as a procedure in the ordinary  
law 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 may sue at law or in equity to recover sums secured by a lien  
which has priority over the Security Instrument, appearing in court, paying reasonable attorneys' fees and other  
expenses of suit, and Lender may include paying any sums secured by a lien  
imposed on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not

on lesseehold, Borrower shall comply with the provisions of the lease, and if Borrower ceases free title to the property, the lesseehold and fee title shall not merge unless Lender agrees to the merger in writing.

Unless a Lender and Borrower otherwise agree in writing, any application of proceeds to 2 or more than one type of payment, unless otherwise agreed by the parties, shall be applied pro rata to the due date of the monthly payments, first to the property prior to the acquisition of the property from the Borrower, and second to the other debts and proceedings resulting from the damage to the property prior to the date of the payment.

Unless Lender and Borrower otherwise agree in writing, measures proceeds of realty or reparation of the Property as agreed, if the restoration or repair is economic feasible and Lenders security is not lessened. If the restoration or repair is not economic feasible and Lenders security is not lessened, if the restoration or repair is economic feasible, Lender may be applied to restore or repair the Property at Lenders expense. If the restoration or repair is not economic feasible, Lender may be applied to restore or repair the Property at Lenders expense.

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 policy and renewals, if Lender's borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly notice to the insurance carrier and Lender. Lender may make proof of loss if no: made promptly by Borrower.

Borrower shall promptly discharge any debt which has accrued by the lien in a manner acceptable to Lender; (b) er; (a) Agrees in writing to the payment of the amount secured by the lien in the order of priorities; (c) agrees in writing to the payment of the amount secured by the lien in the order of priorities.

**3. Application of Paragraph 19** The property is sold or acquired by Lender, Lender shall apply funds immediately prior to the sale of the property to its acquisition by Lender, any funds held by Lender at the time of the sale of the property to Lender, any funds secured by this Security Instrument, and any amounts payable under Paragraph 19 due under Note 1 and Note 2 shall be applied first, to late charges due under the Note; second, to preparation charges due under the Note; third, to amounts payable under Paragraph 19 due under Note 1 and Note 2.

**Pledged as Additional Security** For the sums secured by this instrument, the Fund's payables shall be satisfied, together with the future monthly payments of the Fund held by Lender, for the additional security.

**UNIFORM CONTRACTS.** Borrower and Lender agree to accept payment in full in accordance with the terms of Note.

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## CONDOMINIUM RIDER 9-6-67

THIS CONDOMINIUM RIDER is made this ..... 31ST ..... day of ..... AUGUST ..... 19..... 89  
 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 .....  
**THE FIRST NATIONAL BANK OF CHICAGO** ..... (the "Lender")  
 of the same date and covering the Property described in the Security Instrument and located at:  
**5522 SOUTH KIMBARK #3, CHICAGO, ILLINOIS 60637**  
 [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: **5522 South Kimbark Condominium Assn.** [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 Document 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.

**89429667**

Matthew R. Smith ..... (Seal)  
BORROWER

MATTHEW R. SMITH

..... (Seal)  
BORROWER

MARGARET E. RUBIN

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Property of Cook County Clerk's Office

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