EOX 295 UNOFFICIAL COPY, ,

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE SPELLING OF THE BORROWER'S LAST NAME

59446930

89186594

3 OF 3/NITIC 20309-C-0489/HORNE

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AFREL ("I 19 89 . The mortgagor is DAVID N. Moltrich Med Linky Med GREFATORE MORTGAGE CORPORATION , which is organized and existing under the laws of OHE STATE OF NEW JERGEY , and whose address is 10005 ATRIU'S AT GREENTREE, MARLTON, NJ 08043 ("Lend Borrower owes Lender at principal sum of ONE HUNDRED TWENTY EIGHT THOUSAND, EIGHT HUNDRED ("Lender"). $\frac{\text{AND-NO}/100}{\text{dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not$ paid earlier, due and payable on paid earlier, due and payable on MAY 1, 2010 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and This Security Instrument modifications; (b) the payment of al. of ic, 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 here by mortgage, grant and convey to Lender the following described property County, Illinois: 4 located in CITY OF CHACAGO, COOK

SEE LEGAL DESCRIPTION ATTACKED

BEING THE CAME PREMISES CONVEYED TO THE MORTGAGORS HERRIN BY DEED FROM NORTWEST NATIONAL BANK OF CHICAGO TO BE RECORDED CIMULTANEOUSLY WITH THIS ACCESSIONS

THIS IS A PURCHASE MONEY MORTGAGE INTENDED TO BE A FIRST LIEN ON THE WITHIN DESCRIBED PREMISES.

PREPARED BY

TONI RANDOW

59186594

DEFFICE RECORDING T#3313 TRAN 5110

TRAN 2110 (G. 21)S

CHICAGO (City)

which has the address of

UNIT 3, 652 W. BUENA STREET

("Property Address");

Illinois KnEar

(Zip Code

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,

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.

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

Lender may take action under this paragraph 7. Lender does not have to do so 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

gertitle shall not merge unless Lender agrees to the merger in writing Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

change the Property, allow the Property to determorate or commit waste. If this Security Instrument is on a leasehold, 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

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 positione the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If

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

ของเชียเออนอน อนุก นอนุพ the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore applied to the sums secured by this Security Instrument, whether or not then due, with any e.ee,s paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the 11 surance carrier has restoration or repair is not economically leasible or Lender's security would be lessence, the a conomically leasible or Lender's security would be lessence, the a conomically leasible or Lender's security would be lessence, the a conomically of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall he amplied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

All maurance 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, Bo rower shall promptly give to Lender

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "extended for erage" and ary other hazards for which Lender

5. Hazard Insurance, Borrower shall keep the improverients now existing or hereafter erected on the Property อวเมอน ขอ ซีนเก่8 อนุม 10

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

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to be paid under this paragraph. If Borrewer makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person owe I payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain priorit the fecunity Instrument, and leaschold payments of ground rents, if any 4. Charges; Liens. Berro see 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,

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

application as a credit og instithe sums secured by this Security Instrument. 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

Upon pay ment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower amount necessary 13 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. Botrower shall pay to Lender any at Bortower's option, either promptly repaid to Bortower or credited to Bortower on monthly payments of Funds. If the the due dates of the eserow items, shall exceed the amount required to pay the eserow items when due, the excess shall be,

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 debuts 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

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 "esertow items." Lender may estimate the Funds due on the one-iwelith of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

UNIFORM COVENAUTS Borrower and Lender covenant and agree as properties. Borrower shall promptly pay when due the principal of and inferest on the debt evidenced by the Note and any prepayment and late charges due under the Note to principal of and inferest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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CONDOMINIUM RIDER

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(the "I	Lender") of th	e sam	e date	and c	GREE!	NTR g the	EE I	MORT perty	GAG:	E C	ORP Lin (ORATI he Secu	ON	istru	ment a	nd lo	cated	at:		

UNIT 3, 652 W. BUENA STREET, CHICAGO, IL 60613

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

652 WEST BUENA CONDOMINIUM [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.

CONDON (N.UM COVENANTS, In addition to the covenants and agreements made in the Security Instrument, Borrower and Lenuer further covenant and agree as follows.

- A. Condorairium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Foruments. 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, a'i'd les and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance 30 long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy 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," .nen.
- (i) Lender waives the program in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard in against 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 in prace proceeds in heu 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 to damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any pay. If the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby as given and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument is provided in Uniform Covenant 9.
- E. Lender's Prior Consent, Borrower shall not, except after written 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, acept for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or or or 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-manage neitr of the Owners Association;
- or

 (iv) any action which would have the effect of rendering the public hability insurance, or grage maintained by
 the Owners Association unacceptable to Lender
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then Leader may pay them. Any amounts disbursed by I ender under this paragraph E shall become additional debt of Borrower sectives by the Security Instrument. Unless Borrower and I ender 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 I ender to Borrower requesting payment.

By Signing Below. Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider

	Daniel 7	ni Cillan isea	1)
Witness	DAVID N. MCCLELLAN	Barrow	/er
Witness	GINA T. MCCLELLAN	Calllan (Sea Borrow	
 Witness		(Sea	
Witness		(Sea Borrow	

BOX 295

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LEGAL DESCRIPTION RIDER TO MORTGAGE

Unit No. 3 in 652 W. Buena Condominium, as delineated in a survey of the following described real estate: Lot 12 in Waller's Subdivision of Lot 7 in Block 3 and Lot in Block 4 in Waller's Addition to Buena Park, in Fractional Section 15, Township 40 North, Range 16, East of the Third Principal Meridian, according to the flut thereof recorded June 19, 1901, as document 3116758, in Cook County, Illingia; which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as document 86325363, together with its undivided percentage interest in the common elements.

Commonly Known as:

652 West Buena Avenue, Unit (3 Chicago, Illinois 60613-2279

Permanent Tax Index Number: 14-(6-302-034-1003, Volume 478

Mortgagor also hereby grants to the mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This Mortgage is subject to all right: easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Conts On 19446330

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MAIL TO: BOX295

Attn:

Greentree Mortgage Corporation 10005 Atriums at Greentree P. 0. Box 830 Maritan, New Jersey 08053 (609) 596-8858

Tis. at Con.

Proposition of Country Clark's Office. Attn: Lisa Shannon Document Control

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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 secu. ed 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. Borrowe of Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amorti, at in 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 demand made by the original Borrower or Borrowe,'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 Lovad, Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and by nefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a gree nents 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 ferms 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 egard 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 foan 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 educes principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Securit Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the years specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrumer, 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 actice 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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NON-UNIFORM COVENAUS Borrower and Lender deals 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 in 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 curred; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sun accured by this Security Instrument, foreclosure by judicial proceeding and assert in the Property. The notice shall further inform Borrower of the tight to reinstate after acceleration and the right to assert in the proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not curred on or existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not curred on or this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, including, including, including, including in this paragraph 19, including, includin

but not limited to, reasonable attorneys' tees 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