

7228046/71ELER 52(2) all

89-155505

ISSUED IN DUPLICATE *X* (Space Above This Line For Recording Date) Loan # 5024153

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 26th 1989. The mortgagor is DEBORAH A. WHITE, SINGLE NEVER MARRIED A SPINSTER.

("Borrower") This Security Instrument is given to HOUSEHOLD BANK fsb, A FEDERAL SAVINGS BANK which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 255 EAST LAKE STREET, BLOOMINGDALE, ILLINOIS 60108

Borrower owes Lender the principal sum of Sixty-five thousand and NO/100 ("Lender")

Dollar (U.S.) 65,000.00

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 October 25, 2019. 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 NO. 1106J, IN CARL SANDBURG VILLAGE CONDOMINIUM UNIT NO. 7, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 (EXCEPT THE NORTH 85.05 FEET AND THE EAST 70.00 FEET THEREOF), LOT 2 (EXCEPT THE SOUTH 56.30 FEET OF THE WEST 175.50 FEET THEREOF), LOT 3 AND THAT PORTION OF GERMANIA PLACE LYING WEST OF THE WEST LINE OF THE SAID EAST 30.00 FEET OF LOT 1 EXTENDED SOUTH TO THE NORTH LINE OF SAID LOT 2, ALL IN CHICAGO LAND CLEARANCE COMMISSION NO. 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25382049 AND FILED AS DOCUMENT LP3179558, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

* AMENDED AS DOC 3179559

PIN # 17-04-207-087-1209

which has the address of 1560 N. SANDBURG TERRACE, UNIT 1106 CHICAGO Illinois 60610 ("Property Address")

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.

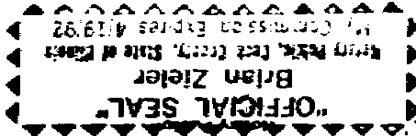
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

255 EAST LAKE STREET
BLOOMINGDALE, ILLINOIS 60108

HOUSEHOLD BANK FSB, A FEDERAL SAVINGS BANK
RECORD AND RETURN TO:

JANICE FUGLSANG
This Document Prepared By:
My Commission Expires:



Given under my hand and official seal, this 26th day of September, 1989.

Brian Ziegler
Brian Ziegler
Notary Public, State of Illinois

signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

personally known to me to be the same person(s) whose name(s) is

do hereby certify that DEBORAH A. WHITE, SINGLES, and CAROL MOSELEY BRAUN, A SPINSTER

a Notary Public in and for said county and state.

Cook County ss:

1. THE UNDERSIGNED

STATE OF ILLINOIS

1989 SEP 26 PM 2:56

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

3827806

3827806

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

DEBORAH A. WHITE, SINGLES, and CAROL MOSELEY BRAUN, A SPINSTER

Deborah A. White

Instrument and in any order(s) executed by Borrower and recorded with it

(Others) (Specify)

Graduated Payment Rider

Adjustable Rate Rider

Instrument (Check applicable boxes)

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 this Security Instrument as if the rider(s) were a part of this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorney's fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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 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, but not limited to, reasonable attorney's fees and costs of title evidence.

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 that 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 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, but not limited to, reasonable attorney's fees and costs of title evidence.

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 Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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 this Security Instrument as if the rider(s) were a part of this Security Instrument.

Adjustable Rate Rider

XX Condominium Rider

1-4 Family Rider

Planned Unit Development Rider

Instrument (Check applicable boxes)

Graduated Payment Rider

Adjustable Rate Rider

Instrument (Check applicable boxes)

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 this Security Instrument as if the rider(s) were a part of this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorney's fees and costs of title evidence.

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Box 233

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

2. Funds for Taxes and Insurance. Subject to applicable law, Borrower shall pay for all taxes and insurance on the Property. Borrower shall pay for all taxes and insurance on the Property, including the cost of an independent tax appraisal, and shall pay for all taxes and insurance on the Property, including the cost of an independent tax appraisal, and shall pay for all taxes and insurance on the Property, including the cost of an independent tax appraisal.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to late charges due under the Note, second to prepayment charges due under the Note, and third to the principal amount of the debt. Lender shall promptly refund to Borrower any funds held by Lender that are not applied to the debt.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may arise prior to or after the date of this Security Instrument, and shall pay for all taxes, assessments, charges, fines and impositions attributable to the Property, which may arise prior to or after the date of this Security Instrument.

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

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

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

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

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If Lender 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 an obligation 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 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 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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THIS CONDOMINIUM RIDER is made this 26th day of September 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

HOUSEHOLD BANK fsb, A FEDERAL SAVINGS BANK

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1560 N. SANDBURG TERRACE, UNIT 1106, CHICAGO, ILLINOIS 60610

(Property Address)

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

CARL SANDBURG VILLAGE

(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 assets, funds and moneys 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 Declaration or any other document which creates the Condominium Project, the Bylaws, minutes of meetings and resolutions, and other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. Coverage as the Owners Association maintains with a generally accepted insurance carrier, a "master" or "blanket" policy covering the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount, in the policy, and under the terms Lender requires, including fire and hazards included within the term "extended coverage" of fire.

Lender will accept payment of the term insurance premium in monthly payments. Lender will deduct from the year's premium installments for the term of the Policy.

Borrower's obligation to pay the term insurance premium shall be satisfied if the insurance coverage on the Property is deemed satisfactory to the extent of the policy's extended coverage by the Owners Association.

Borrower shall defend, indemnify and hold Lender harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, in the event of a claim against Lender or its agents, employees, independent contractors, or subcontractors, arising out of or from the Property, whether or not the claim is caused in whole or in part by the negligence, active or passive, of Lender or its agents, employees, independent contractors, or subcontractors, or any combination thereof, and shall reimburse Lender for applicable costs and expenses incurred by Lender in the defense, settlement, or payment of such claims.

C. Public Liability Insurance. Borrower shall maintain, at all times, a public liability insurance policy covering the Owners Association, which maintains a public liability policy covering the Condominium Project, with an amount of coverage as follows:

D. Condemnation. If the Property is condemned, expropriated, or otherwise taken by a governmental authority, in whole or in part, in connection with any public use, project, or program, or if the Property is destroyed, damaged, or rendered unusable for its intended use, in whole or in part, by fire, flood, or other cause, the Lender's Security Instrument shall be applied by Lender to the same security by the Security Instrument, and the terms of the Security Instrument shall apply.

E. Lender's Prior Consent. Borrower shall not, except after the prior written consent of Lender and with Lender's prior written consent, either partition and divide the Property, or mortgage

or otherwise encumber the Property, or otherwise dispose of the Property, or otherwise incur any liability, or incur any liability by law in the case of substantial destruction, damage, or rendering unusable for its intended use, in whole or in part, of the Property.

Lender's approval of any provision of the Constituent Documents of the Condominium Project is not the express intent of Lender.

Upon termination of professional management and assignment of such management to the Owners Association, or

any assignment which shall have the effect of transferring responsibility for any such management to the Owners Association, the Owners Association shall

F. Remedies. If Borrower does not pay any dues, assessments, or other amounts when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph shall be included in the debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree in writing that such payments shall bear interest from the date of disbursement at the Note rate, and shall be secured by a first lien in favor of Lender, Borrower hereby irrevocably and

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

DEBORAH A. WHITE, SINGLE LADY, PROPRIETOR A SPINSTER

(Sign)
(Seal)
(Seal)
(Seal)
(Seal)
(Seal)
(Seal)
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(Seal)
(Seal)

Sign Original Only.