

# UNOFFICIAL COPY

UNIFORM COVENANTS, Borrower and Lender covenants agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of 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 or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 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 "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to 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 amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower 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 application as a credit against the sums secured by this Security Instrument.

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the 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 pay them on time directly to the person owing payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) 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 prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over his Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 amounts 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.

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 policies and renewals. If Lender requires, Borrower 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 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 of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has 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 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee 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, for 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 attorneys' fees and entering on the Property to make repairs. Although 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 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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Federal law was as of the date of this Security Instrument.

peasant) without Leender's prior written consent, Leender 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 Leender if exercise is prohibited by

16. Borrower's Copy. Borrower shall be given one 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) by Borrower to another, the transferee shall be liable to the Lender for the payment of the principal amount of the Note and interest thereon at the rate provided in the Note.

which can be given effect without the configuration provision. To this end the provisions of this Security Instrument are deemed part of the Note.

15. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by federal law and the law of the state in which the property is located. In the event that any provision or clause of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note. Note that any provision or clause of this Security Instrument or the Note that purports to limit the liability of the Noteholder or the Noteholder's successors or assigns, or that purports to limit the Noteholder's right to sue for damages, is hereby rejected as contrary to public policy and against the intent of the parties.

mailing it by first class mail unless otherwise required by law. Such notices shall be directed to the property address or any other address Borrower designates by notice to Lender. Any notice 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 if delivered personally to Lender or to Lender's attorney or agent at such address as provided for in this instrument.

13. Legislation Affection Lenders' Rights. If encroachment or exploitation of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unnecessary 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 remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take steps specified in the second paragraph of paragraph 17.

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 instrument exceeds 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) sums already collected from Borrower under the Note or by making a direct payment to Borrower. Under this note to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund is required, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

11. Successors and Assignees; Joint And Several Liability; Co-signers. 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 the sums secured by this Security Instrument; and (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 the terms of this Security Instrument; and (d) is not liable for any amounts paid by Lender to the Noteholder or the Noteholder's successors and assigns in payment of amounts due under this Security Instrument.

11. The Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after 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 sum specified by Lender, whichever is less.

(b) the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, (b) the fair market value of the property immediately before the taking.

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, and Lender and Borrower otherwise agree in writing, the sums secured by this Security instrument shall be reduced by an amount equal to the portion of the principal balance outstanding at the time of such partial taking.

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 shall give Borrower notice at the time of prior to an inspection specifying reasonable cause for the inspection.

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 the terms of this Agreement or the law.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument

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89511622 A.T.G.F.  
BOX 370

(D)

89511622

DEPT-01 RECORDING

\$15.00

[Space Above This Line For Recording Data]

T#1444 TRAN 1033 10/27/89 11:26:00

## MORTGAGE

#4077 # JE \*-89-511622  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 20  
1989 The mortgagor is BRUCE K. SHAPIRO AND JULI B. SHAPIRO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to MFC MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS  
165 ARLINGTON HEIGHTS ROAD-STE. 185  
BUFFALO GROVE, ILLINOIS 60089 , and whose address is  
("Lender").

Borrower owes Lender the principal sum of  
ONE HUNDRED FORTY FOUR THOUSAND AND NO/100

Dollars (U.S. \$ 144,000.00). 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 NOVEMBER 1, 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 NUMBER 2 IN 844 WEST FULLERTON AVENUE LANDMARK CONDOMINIUM,  
AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:  
THE 25 1/2 FEET OF THE EAST 47 FEET OF LOT 28 IN THE SUBDIVISION  
OF THE EAST 10 ACRES OF BLOCK 19 IN THE CANAL TRUSTEE'S SUBDIVISION  
OF THE EAST HALF OF SECTION 29, TOWNSHIP 40 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 26904632 TOGETHER WITH ITS UNDIVIDED PERCENTAGE  
INTEREST IN THE COMMON ELEMENTS.

89511622

14-29-427-063-1002  
XXXXXX5422X6022

which has the address of 844 WEST FULLERTON-UNIT 2  
(Street)

CHICAGO  
(City)

Illinois 60614 ("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.

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165 ARLINGTON HEIGHTS ROAD STE. 12A  
BUFFALO GROVE, IL 60089  
MFC MORTGAGE CORPORATION

RECORD AND RETURN TO:

BUFFALO GROVE, IL 60089

FAVE MOROZ

PREPARED BY:

MY Commission expires: APRIL 24, 1993  
NOTARY PUBLIC STATE OF ILLINOIS  
AMERICAN EXCELLENCE WEASLOWSKI

Given under my hand and official seal, this 20th day of OCTOBER , 1989

set forth.

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
, personally known to me to be the same person(s) whose name(s) ARE

do hereby certify that BRUCE K. SHAPIRO AND JULI B. SHAPIRO, HUSBAND AND WIFE  
, a Notary Public in and for said County and State,

I, THE UNDERSIGNED

COOK County ss:

STATE OF ILLINOIS,

(Space Below This Line for Acknowledgment)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security

Other(s) [Specify]

Grandparent/Family Rider

Planned Unit Development Rider

condominium Rider

1-4 Family Rider

Instrument [Check applicable box(es)]

this Security instrument, the co-tenants and agreements of this Security instrument as if the rider(s) were a part of this Security  
supplements the instrument, if one or more riders are executed by Borrower and recorded together with  
this Security instrument, the co-tenants and agreements of each such rider shall be incorporated into and shall amend and  
23. Riders to this Security instrument, if one or more riders are executed by Borrower and recorded together with  
this Security instrument, the co-tenants and agreements of each such rider shall be incorporated into and shall amend and  
22. Waiver of Homeestead, Borrower waives all right of homestead exception 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  
receipts of bonds and reasonable attorney fees, and then to the sums secured by this Security instrument, Lender shall release this Security  
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, payment of the  
Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the  
appended receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of  
prior to the expiration of any period of non-payment following default, by agent or by judicial  
20. Lender in Possession. Upon receipt of any acceleration notice, Lender (in person, by agent or by judicial  
but not limited to, reasonable attorney fees and costs of title evidence).

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.  
this Security instrument without further demand and foreclose this Security instrument in full of all sums secured by  
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by  
existance of a default or any other defense of Borrower to accelerate. If the default is not cured on or  
impossibility of the instrument to remit the notice to assert in the foreclosure proceeding the non-  
secured by this Security instrument or before acceleration and the right to assert in the notice may result in acceleration  
and (d) that failure to cure the default on or before the date specified in the notice must be cured;  
unless (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;  
default; (b) the action required to cure the default must be taken following acceleration.

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 must be cured;

NON-UNIFORM GOVERNANTS Borrower and Lender further agree as follows:

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **20TH** day of **OCTOBER**, **1989**,  
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  
**MFC MORTGAGE CORPORATION**

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

(the "Lender")

**844 WEST FULLERTON-UNIT 2, CHICAGO, ILLINOIS 60614**

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: **844 WEST FULLERTON AVENUE LANDMARK 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.

**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," (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:

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Office

(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 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.

*Bruce K. Shapiro*  
BRUCE K. SHAPIRO

.....(Seal)  
-Borrower

*Juli B. Shapiro*  
JULI B. SHAPIRO

.....(Seal)  
-Borrower

.....(Seal)  
-Borrower

.....(Seal)  
-Borrower  
(Sign Original Only)

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Property of Cook County Clerk's Office

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