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UNOFFICIAL COPY

THIS SECURITY INSTRUMENT contains ultra-violet ink markings and provisions which limit or prohibit its use and non-ultra-violet examinations subject to my requirements of record.

BORROWER, BORROWER'S INVESTMENT AND THIS SECURITY INSTRUMENT ARE FOR THE PROPERTY DESCRIBED IN THE ESTATE HEREBY CONVEYED AND THIS SECURITY IS FOR THE PROPERTY DESCRIBED IN THE PROPERTY.

INTERESTER, ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

UPPERCORNERS, WEAKS, PAVILIONS, MURKIN, ALL AND OTHERS AND PROBLEMS, WATERLEAFS, WEEK AND BROOK AND OTHERS, MOU-

TODAY'S DATE WILL BE THE ULTIMATE DATE OF LIQUIDATION PROVIDED IN THE PROPERTY, AND ULTRA-VIOLET INK.

(Property Address)

505 N. LAKE SHORE DRIVE #1903 CHICAGO, IL 60656

50570553

Commonly known as 505 N. LAKE SHORE DRIVE #1903 Chicago, IL
Permitment Index Number 17-10-214-005-0000 P1QOP

PARCEL 2:
AS TRUST NUMBER 1043-99-09, DATED JULY 13, 1988 AND RECORDED AT THE
TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 7, 1988 AND KNOWN
MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS
THE DECEDATATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESTRICTIONS
SUPPORT, INGRESS AND DOWNS, AND UTILITY SERVICES AS SET FORTH
EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSES OF STRUCTURAL

A PARCEL OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK
ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 44 BASED ON THE
THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT
#8309162 AND AS AMENDED FROM TIME TO TIME, LOCATED WITHIN THE UNDIVIDED
"A", TO THE DECLARATION OF COMMON OWNERSHIP AS DOCUMENT NO.
PERCENTAGE INTEREST IN THE COMMON OWNERS, IN COOK COUNTY, ILLINOIS

PARCEL 1:
UNIT 1903 IN LAKE POINT TOWER CONDOMINIUM, AS DEPICTED ON A
SURVEY OF THE FOLLOWING DESCRIPTION HEREIN, EXHIBIT
ONE HUNDRED SEVEN AND THOUSAND AND NO/100-\$1,250,000.00
Dollars
INSTRUMENT OF BORROWER, WHICH PROVISIONS FOR MONTHLY PAYMENTS, WITH THE FULL DEBT, IF NOT PAID WHEN DUE AND PAYABLE ON
DECEMBER 14, 1991, THIS SECURITY INSTRUMENT SECURES TO LENDER (A) THE REPAYMENT OF THE DEBT ACCRUED
BY THE NOTE, WITH INTEREST, AND ALL LIQUIDATIVES, EXTERNSHIPS AND MODIFICATIONS; (B) THE PAYMENT OF ALL OTHER SUMS WHICH
IMPERIAL, ADVANCED UNDER PAYMENT, WITH THE FULL DEBT, IF NOT PAID WHEN DUE AND PAYABLE ON
DECEMBER 14, 1991, THIS SECURITY INSTRUMENT SECURES TO LENDER (C) THE REPAYMENT OF THE DEBT ACCRUED
PURPOSE, WHETHER DOES HEIRLOOMS, ETC., AND COSTS TO RENDER THE FOLLOWING DESCRIBED PROPERTY LOCATED
IN COOK COUNTY, ILLINOIS.

PARCEL 2:
ONE HUNDRED SEVEN AND THOUSAND AND NO/100-\$1,250,000.00
Dollars
INSTRUMENT OF BORROWER, WHICH DEBT OWES LENDER THE PRINCIPAL SUM OF \$1,250,000.00
CHICAGO, IL 60656 ("Lender"), BORROWER OWES LENDER THE PRINCIPAL SUM OF \$1,250,000.00, PORTER
CORPORATION OPERATOR AND EXERTING UNDER THE LAW OF THE STATE OF ILLINOIS, WHOSE ADDRESS IS 7111 W. PORTER
AND KNOWN AS TEL-NO. 1, AND THE MORTGAGEE, JEFFREY SAVINGS
(BORROWER), NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 10, 1988

THIS MORTGAGE ("SECURITY INSTRUMENT") IS MADE ON NOVEMBER 28, 1989, BETWEEN THE MORTGAGOR
CAROL PANCHIK, AS TRUSTEE OF THE CAROL PANCHIK TRUST
A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF STATE OF ILLINOIS

MORTGAGE LOAN NO. 28-31424-9
3584-7

— (Space Above This Line for Recording Use)

89570553
89570553

BOOK COUNTER NUMBER
125-30-2-31

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows.

1. Payment of Principal and Interest; Prepayment and Late Charge. 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. 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 amounts payable under paragraph 2; second, 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 owed 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 this 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.

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.

SECRETARY

ATTACH

President

HY

IN WITNESS WHEREOF, the aforementioned Borrower and Trustee do solemnly seal to be hereunto affixed
such Note to be signed by its
President and its corporate seal to be hereunto affixed
BY SECRETARY (the day and year first written above).

CORPORATE SEAL



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

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower, incurred by the Securitization instrument at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower not requesting payment. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement, unless Borrower and Lender under this paragraph shall become additional debt of Borrower, incurred by the Securitization instrument at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower not requesting payment.

If, Remedies, If Borrower does not pay condominium dues and assessments when due, then Lender may pay them, the Owners Association unacceptable to Lender.

(iv) Any action which would have the effect of rendering the public liability insurance coverage maintained by

or
(iii) Termination of professional management and assumption of a lease-up agreement of the Owners Association

Lender.

(ii) Any amendment to any provision of the Condominium Document which is for the express benefit of

eminent domain;

(i) The abandonment or termination of substantial destruction by fire or other casualty or in the case of a taking by condemnation or

required by law in the event of a taking of all or a majority part of the Condominium Project, except for abandonment of

convenience, either partial or absolute the Property or consent to:

B. Lender's Project Consent. Borrower shall not, except after notice to Lender and with Lender's prior written

shall be applied by Lender to the sums secured by the Security Instrument, less premium as provided in Uniform Coverage 9.

elements, or for any conveyance in lieu of condemnation, and thereby assigned and shall be paid to Lender. Such proceeds

conveyance, with any condemnation or other taking of all or a majority part of the Property, payable to Borrower in

D. Condemnation. The proceeds of any award, claim for damages, direct or consequential, except for abandonment of

Association members a public liability insurance policy acceptable to Lender, amount and extent of coverage to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure the Owners

paid to Lender for application of any space in the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be

Property, whether to the event of a distribution of hazard insurance premiums in lieu of reserve following a loss to the

Borrower shall give Lender notice of any space in required hazard insurance coverage.

(ii) Borrower's obligation under Uniform Coverage 5 to maintain hazard insurance coverage on the Property

the yearly premium installments for hazard insurance on the Property; and

(i) Lender waives the provision in Uniform Coverage 2 for the monthly payment to Lender of one-twelfth of

within the term "extending coverage"; then:

B. Extended Coverage. So long as the Owners Association maintains its liability insurance coverage on the Property, "Master" of "blank", Policy on the Condominium Project which is subsidiary to Lender and which provides insurance coverage in the same unit, for the periods, and again the liability insurance coverage to Lender and which provides insurance coverage in the term "extending coverage".

A. Condominium Obligation. Borrower shall perform all of its obligations under the Condominium Document, when due, all dues and assessments imposed pursuant to the Condominium Document.

Project's Condominium Obligation, the Condominium Documents, are the: (i) Declaration of any other documents which creates the Condominium Obligation, (ii) by-laws, (iii) code of regulations and (iv) other equivalent documents, Borrower shall

promptly pay, when due, all dues and assessments made to the Condominium Documents.

Borrower and Lender further covenant and agree as follows:

CONDOMINIUM COVENANTS. In addition to the covenants made in the Security Instrument,

Included Borrower's interest in the Owners Association or use of its members or shareholders, the Project also

"Owners Association," It holds title to property for the benefit of its members or shareholders, the Project also

(the "Condominium Project"). If the Owners Association or other entity which acts for the Condominium Project (the

known as: "Name of Condominium Project")

The Property includes a unit in, together with an individual interest in the common elements of, a condominium project

..... 505 N. Lake Street, Chicago, IL 60611 (hereby "Address")

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

..... LIBRARY SAVINGS.....

..... Security Instrument ("") of the same date given by the undesignated (the "Borrower"), to secure Borrower's Note to

..... 1989.....

THIS CONDOMINIUM RIDER is made this 28th day of November, 1989.