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

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

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

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

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

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any 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 of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

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

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

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

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

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

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7. Protection of Lenders' Rights in the Merger. Notwithstanding anything contained in this Agreement, if Borrower merges with or into another entity, the surviving entity and its successors and assigns shall not merge unless it provides to the Lenders such indemnity obligations as are set forth in the Note and agrees to pay the same in accordance with the terms of the Note.

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 payments 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 interest.

of the giving of notice.

3. **Hazard Insurance.** Borrower shall keep the term "proper" elements now existing or hereafter erected on the Property insured against fire hazards included within the term "extending 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 insurance. This insurance shall be maintained by Borrower at his expense, and for the periods that Lender requires insurance, the insurance company shall be liable to Lender's approval which shall not be unreasonably withheld. The insurance coverage shall be chosen by Borrower and subject to Lender's approval which shall not be unreasonably withheld.

pay them on time directly to the person involved. 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

3. Applications of asymmetric. Unites applicable law provides otherwise, all payments received by lessor under paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayments; charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

Note: third, to amounts payable under the Note; second, to prepayments; charges due under the Note; first, to late charges due under the Note; second, to prepayments received by lessor under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charitable. 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 rents, if any, for which the lessor has made no provision in the lease, or if not paid in full, manner. Borrower shall

any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender shall apply, no later than immediately after the sale of the Property or its acquisition by Lender, any sums received by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

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 unless the sum of each debet to the Fund is debeted as additional security for the sum secured by the Security Instruments.

The Funds shall be held in an institution the expenses of which are determined by the Board of Directors of the Corporation or trustee of the Fund, if the holder is such an institution, under the following conditions:

CONTRACT CONDITIONS
 1. Payment of Principal and Interest; Prepayment and Late Charges.
 The principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note shall promptly pay when due
 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 accrue during the period from January 1 to December 31 of each year, or (b) yearly hazard insurance premiums; and (d) yearly leasehold payments or rents on the ground rents in any items. These items are called "Funds". Lender may estimate the basis of current data and reasonable projections of future escrow items.

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DEPT-01 RECORDING \$16.25
TM444 TRAN 1796 12/08/89 15:16:00
W5978 M.D. 89-587856
COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

MORTGAGE

271355-1

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 30
1989. The mortgagor is JAMES P. KARAMBIS, BACHELOR AND THOMAS J. KARAMBIS, WIDOWER

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is
4242 NORTH HARLEM
NORRIDGE, ILLINOIS 60634
Borrower owes Lender the principal sum of
FIFTY ONE THOUSAND TWO HUNDRED AND NO/100

Dollars (U.S.) 51,200.00). 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 DECEMBER 1, 2004. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property,

located in COOK County, Illinois
UNIT NUMBER 12-H AS DELINEATED ON SURVEY OF THE FOLLOWING
DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS
DEVELOPMENT PARCEL): LOTS 6, 7, 8 AND 9 (EXCEPT THE WEST
14 FEET OF SAID LOTS) IN BLOCK 16, ALSO ALL THAT LAND LYING
EAST OF AND ADJOINING SAID LOTS 6, 7, 8 AND 9 AND LYING
WESTERLY OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS SHOWN
ON THE PLAT BY THE COMMISSIONERS OF LINCOLN PARK AS FILED FOR
RECORD IN RECORDER'S OFFICE OF DEEDS OF COOK COUNTY, ILLINOIS
ON JULY 16, 1931 AS DOCUMENT NUMBER 19038695 ALL IN COCHRAN'S
SECOND ADDITION TO EDGEWATER BEING A SUBDIVISION IN THE EAST
FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED
AS EXHIBIT "A" TO DECLARATION MADE BY LA SALLE NATIONAL BANK,
AS TRUSTEE UNDER TRUST NUMBER 34662 RECORDED IN THE OFFICE OF THE
RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 20686341 AND
AMENDED BY AMENDMENT DATED AUGUST 21, 1987 AS DOCUMENT NUMBER
87464639 AND AMENDED BY AMENDMENT RECORDED OCTOBER 8, 1987 AS
DOCUMENT NUMBER 87548083, TOGETHER WITH AN UNDIVIDED .2077
PERCENT INTEREST IN SAID DEVELOPMENT PARCEL, EXCEPTING FROM
SAID DEVELOPMENT PARCEL, ALL THE PROPERTY AND SPACE COMPRISING
ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION
AND SURVEY, IN COOK COUNTY, ILLINOIS.

14-03-215-015-1084

which has the address of 6007 NORTH SHERIDAN ROAD-UNIT 189587856
(Street) (City)

Illinois

60660
(Zip Code)

("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 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 TALMAN HOME ASSOCIATION OF LILIENTHAL
FEDERAL SWINGS AND MY COMMUNION
MEMORIES OF LILIENTHAL

OFFICIAL SEAL.
Patriot NL Chapter
Nestery Public, Sister of Nest
My Camaraderie Extraordinaire

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION, 4901 WEST IRVING PARK ROAD, CHICAGO, ILLINOIS 60641
ATTN: APRIL MARLICK

RECORD AND RETURN TO:

APRIL HARLICK CHICAGO, IL 60641

My Commission expires:

30 day of December, 1989

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 the X

ЧИСЛОВЫЙ АЛГЕБРАИЧЕСКИЙ ЯЗЫК ПОДДЕРЖКИ АЛГОРИТМОВ СТАТИСТИКИ И МАТЕМАТИЧЕСКОЙ СТАТИСТИКИ

a Notary Public in and over said county and state,

County ss

STATE OF ILLINOIS,

-BOSTONER-

• BORROWER

THOMAS J. BARAMBIS/WIDOWER —
—
(SCEI)

~~JAMES P. KARAMBIS/BACHELOR~~

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

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20. **Lender in Possession.** Upon commencement of any proceeding for redempion following judgment in personam, by agreement or by judgment, appertained thereto, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property until the expiration of the period specified in the instrument under which the same was given, and to apply the rents so collected to the payment of all sums secured by the instrument, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, premium to pay for the services of bonds and personalty, fees, and then to the sums secured by this Security Instrument.

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 recording costs.

22. **Waiver of Homestead.** Borrower shall waive all rights of homestead exception in the Property.

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the contents and agreements of each rider shall be incorporated into and shall amend and supplement the Security Instrument. Each applicable box(es) is checked.

19. Acceptance of any co-venture in this Security Instrument (but not prior to Borrower's prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default; (b) the date the notice is given; (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, foreclosed by judicial proceeding and sale of the property.

20. Inform Borrower of any default or deficiency of Borrower to accelerate after the right to access in the event of any other default or deficiency of Borrower to collect all expenses incurred by Lender in the exercise of its rights to collect payment in full of all sums secured by this Security Instrument without further demand and may require immediate payment by judgment proceeding.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **30TH** day of **NOVEMBER**, **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
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

(the "Lender")

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

6007 NORTH SHERIDAN ROAD-UNIT 12H, CHICAGO, ILLINOIS 60660

(Property Address)

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

(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.

CONDONIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws, (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 8.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent 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.

James P. Karambis
JAMES P. KARAMBIS

(Seal)

-Borrower

Thomas J. Karambis
THOMAS J. KARAMBIS

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

