

ECL # 110-0705129

Uptown Federal Savings and Loan Association of Chicago

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. There is a prior mortgage from borrower to [document number] dated 08-13-76 and recorded as document number 23632242.

TOGETHER WITH all the improvements now or hereafter located on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, claims or demands with respect to insurance, any and all awards made for the taking by eminent domain, water rights and stock and all fixtures now or hereafter a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property".

Chicago Illinois 60657 ("Property Address"): 2970 N. Lake Shore Drive, Suite 5B

Permanent Tax Number: 14-28-203-027-1022

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LEGAL DESCRIPTION: See Attached

County, Illinois: Cook  
following described property located in Cook County, Illinois: this purpose, Borrower does hereby mortgage, grant and convey to Lender the foregoing not to exceed the maximum principal sum stated above. For Agreement and all renewals, extensions and modifications thereof, all of the Borrower's covenants and agreements under this Security Instrument and the interest, advanced under paragraph 6 of this Security Instrument to protect and other charges as provided for in the Agreement, and all renewals, extensions and modifications; (b) the payment of all other sums, with original loan. This Security Instrument secures to Lender, including all principal, interest, and future loans will have the same lien priority as the date hereof. All future loans will have the same lien priority as the Lender's sole discretion, but in no event later than 20 years from the period as defined in the Agreement. The Draw Period may be extended by Agreement provides that loans may be made from time to time during the Draw period, but in no event later than 20 years from the date of this Security Instrument. The Lender will provide the borrower with a final and payable on demand at any time after seven years from the date of this for monthly interest payments, with the full debt, if not paid earlier, due reference. This debt is evidenced by the Agreement which agreement provides is less. The Agreement is hereby incorporated in this Security Instrument by any disbursements made by Lender pursuant to that certain Equity Credit Line Dollars (U.S. \$45,000.00), or the aggregate unpaid amount of all loans and Lender the maximum principal sum of Forty Five Thousand & 00/100 as a First National Plaza Chicago Illinois 60670 ("Lender"). Borrower owes existing under the laws of the U.S.A. whose address Bank of Chicago, which is a National Bank organized and ("Borrower"). This Security Instrument is given to The First National Bank of Chicago, which is a National Bank organized and existing under the laws of the U.S.A. whose address is 1989 The Mortgage ("Security Instrument") is given on December 6, 1989 The mortgagor is Susan L. Dahlquist, a single person

REI TITLE GUARANTY ORDER # C-38822

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FIRST CHICAGO EQUITY CREDIT LINE 89604339 MORTGAGE

19.00

5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage, 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.

If under paragraph 18 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.

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; Lender's security is not lessened and Borrower is not in default under this Security Instrument or the Agreement. 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.

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.

4. 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 providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, license fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts. Borrower may, in good faith and with due diligence, contest the validity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been assessed by any interest, penalties or costs; (b) Borrower shall first make all contested payments, under protest if Borrower desires, unless such contest shall suspend the collection thereof; (c) neither the Property nor any part thereof or interest therein are at any time in any danger of being sold, forfeited, lost or interfered with; and (d) Borrower shall furnish such security as may be required in the contest or as requested by Lender.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, and leasehold payments or ground rents, if any. Upon Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and upon Lender's request, promptly furnish to Lender receipts evidencing the payments.

2. Application of Payments. All payments received by Lender shall be applied first to interest, then to other charges, and then to principal.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.

COVENANTS. Borrower and Lender covenant and agree as follows:

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REC'D RECORDING UNIT

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Property of Cook County

UNIT NUMBER 5-"B" AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): THAT PART OF THE SOUTH 33 FEET OF LOT 1 AND THE NORTH 116.8 FEET OF LOT 2 IN ASSASSOR'S DIVISION OF LOTS 1 AND 2 OF THE CITY OF CHICAGO SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE INTERSECTION OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS ENTERED OCTOBER 31, 1904 IN CASE 256886 WITH THE SOUTH LINE OF WELLINGTON STREET, THENCE WEST ON SAID SOUTH LINE OF WELLINGTON STREET 200 FEET; THENCE SOUTHERLY ON A LINE PARALLEL TO AND 200 FEET DISTANCE FROM SAID WEST BOUNDARY LINE OF LINCOLN PARK TO A POINT 80 FEET DUE SOUTH OF THE SOUTH LINE OF WELLINGTON STREET; THENCE EAST ON A LINE PARALLEL TO AND 80 FEET DISTANCE FROM THE SOUTH LINE OF THE WELLINGTON STREET 200 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH SAID WEST BOUNDARY LINE OF LINCOLN PARK; THENCE NORTHERLY ON SAID WESTERLY LINE OF LINCOLN PARK TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 31, 1976 AND KNOWN AS TRUST NUMBER 50575 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JUNE 16, 1976 AS DOCUMENT NUMBER 23522842, TOGETHER WITH AN UNDIVIDED 1.0405 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEY) IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION

UNOFFICIAL COPY

Property of Cook County Clerk's Office

8 9 6 0 4 3 3 7

Sharon A. Haggart x

ECL # 110-0705129

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

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E. Remedies. If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument.

The Security Instrument is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in the Constituent Documents the same as though the provisions of the Constituent Documents were recited and stipulated at length herein.

D. Easements. Mortgagor also hereby grants to the Lender its successors and assigns, as rights and easements appurtenant to the Property, the rights and easements for the benefit of said Property set forth in the Constituent Documents.

(iii) the effectuation of any decision by the Governing Body to terminate professional management and assume self-management of the Condominium Project.

(ii) any material amendment to the Constituent Documents, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided 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;

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

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 such proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with the excess, if any, paid to Mortgagor.

B. Hazard Insurance. So long as the Governing Body maintains a master, blanket, or similar such policy on the Condominium Project which policy provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, the Mortgagor's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance coverage.

A. Assessments. Mortgagor shall promptly pay, when due, all assessments imposed by the owners association or other governing body of the Condominium Project (the "Governing Body") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent documents (the "Constituent Documents") of the Condominium Project.

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

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as 2970 N. Lake Shore Dr. Condo Association (the "Condominium Project").

Unit 5B Chicago, IL 60657

(the "Lender") and covering the Property described in the Security Instrument and located at 2970 N. Lake Shore Drive, Chicago, IL 60657

underwritten (the "Mortgagor") to secure Mortgagor's Note to The First National Bank of Chicago

THIS CONDOMINIUM RIDER is made this 6TH day of DECEMBER, 19 89, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage (the "Security Instrument") dated of even date herewith, given by the



6. **Protection of Lender's Rights in the Property.** 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, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 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 Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **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.

8. **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.

9. **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. A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Agreement, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver but all of the terms, covenants, conditions and other provisions of this Security Instrument and of the Agreement shall survive and continue to remain in full force and effect. No waiver shall be asserted against Lender unless in writing signed by Lender.

10. **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 15. If there is more than one party as Borrower, each of Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (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 Agreement without that Borrower's consent.

11. **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 Agreement 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 Agreement.

12. **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.

13. **Governing Law, Severability.** This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.

14. **Assignment by Lender.** Lender may assign all or any portion of its interest hereunder and its rights granted herein and in the Agreement to any person, trust, financial institution or corporation as Lender may determine and upon such assignment, such assignee shall thereupon succeed to all the rights, interests, and options of Lender herein and in the Agreement, and Lender shall thereupon have no further obligations or liabilities thereunder.

15. **Transfer of the Property or a Beneficial Interest in Borrower; Due on Sale.** 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 or the Agreement without further notice or demand on Borrower.

16. **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 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 Agreement 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; (d) takes such action as Lender may reasonably require to

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 such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

22. No Offset by Borrower. No offset or claim that Borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts due under the Agreement or this Security Instrument or from performing any other obligations contained therein.

21. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

19. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of, and manage the Property, and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this Paragraph 19. In the exercise of the power herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

18. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's fraud or material misrepresentation in connection with this Security Instrument, the Agreement or the Equity Credit Line evidenced by the Agreement; (b) Borrower's failure to meet the repayment terms of the Agreement; or (c) Borrower's actions or inactions which adversely affect the Property or any right Lender has in the Property (but not prior to acceleration under paragraph 15 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 nonexistence 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 legal proceedings pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

17. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage.

15. Reinstatement shall not apply in the case of acceleration under paragraph 15. effective as if no acceleration had occurred. However, this right to reinstatement shall remain fully effective as if no acceleration had occurred. Upon reinstatement by Borrower, this Security Instrument shall continue unchanged; and (e) not use the provision more frequently than once every five years. Lender's obligation to pay the sums secured by this Security Instrument shall remain unchanged; and (e) not use the provision more frequently than once every five years. Upon reinstatement by Borrower, this Security Instrument shall continue unchanged; and (e) not use the provision more frequently than once every five years. Lender's obligation to pay the sums secured by this Security Instrument shall remain unchanged; and (e) not use the provision more frequently than once every five years.

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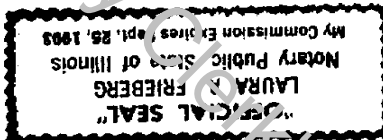
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Property of Cook County

This Document Prepared By: Veronica Rhodes  
First National Bank of Chicago  
Equity Credit Center  
Suite 0482  
Chicago, IL 60670



2926P

My commission expires:

Laura G. Frieberg  
Notary Public

December, 1989

GIVEN under my hand and official seal, this 12th day of

December, 1989, for the uses and purposes therein set forth.  
signed and delivered the said instrument as a free and voluntary act,  
appeared before me this day in person, and acknowledged that  
same person(s) whose name(s) is (are) subscribed to the foregoing instrument,  
personally known to me to be the  
county and state, do hereby certify that  
I, Laura N. Frieberg, a Notary Public in and for said

STATE OF ILLINOIS, Cook County ss:

(Space Below This Line for Acknowledgment)

Borrower  
Borrower  
Susan L. Dahlquist  
Laura N. Frieberg

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