

BOX 232-GC
return recorded documents to:

CATHLEEN H. BRADY
THE FIRST NATIONAL BANK OF CHICAGO
1901 SOUTH MEYERS ROAD, SUITE 430
OAKBROOK TERRACE, IL 60181

UNOFFICIAL COPY LOAN # 0002015897

89611396

\$18.00

This instrument prepared by
XXXXXX-XXXX-XXXX-XXXX
XXXXXX-XXXX-XXXX-XXXX
XXXXXX-XXXX-XXXX-XXXX
The First National Bank of Chicago
One First National Plaza
Suite 1014
Chicago, Illinois 60670-0001
XXXXXX-XXXX-XXXX-XXXX

[Space Above This Line for Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 12, 1989.
The mortgagor is ANDREA J. MARCOS, UNMARRIED FEMALE NEVER HAVING BEEN MARRIED, AND
JOHN C. MARCOS, UNMARRIED MALE NEVER HAVING BEEN MARRIED.

This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO,
which is organized and existing under the laws of THE UNITED STATES OF AMERICA
and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670
("Lender"). Borrower owes Lender the principal sum of
FIFTY TWO THOUSAND TWO HUNDRED & 00/100

Dollars (U.S. \$ 52,200.00). 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 pay-
able on JANUARY 1, 2020. This Security Instrument secures to Lender: (a) the repayment of the debt evi-
denced 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-P, IN THE 3520 LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED ON
A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF BLOCK 2 IN BAIRD AND WARNER'S SUBDIVISION OF BLOCK 12 OF HUNDLEY'S
SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, AND 33 TO 37, INCLUSIVE, IN PINE GROVE,
A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF
THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A VACATED ALLEY IN SAID BLOCK AND
A TRACT OF LAND ADJOINING THE WESTERLY LINE OF NORTH SHORE DRIVE; IN COOK
COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION
OF CONDOMINIUM RECORDED AS DOCUMENT 25200625, TOGETHER WITH ITS UNDIVIDED
PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
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which has the address of 3520 NORTH LAKE SHORE DR. #12-P, CHICAGO
(Street) (City)
Illinois 60657 ("Property Address"); REAL ESTATE TAX I.D. #: 14 21 112 012 1162
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-
nances, 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 fore-
going 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 en-
cumbrances of record.

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

UNOFFICIAL COPY

0002015897

"OFFICIAL SEAL"
JUDITH Woods
County Public
Court Security
Commission Expires 3/6/93

Given under my hand and official seal, this 20 day of April, 1991, my Commission
instrument as **JUDGE** free and voluntary act, for the uses and purposes herein set forth,
appended before me this day in person, and acknowledged that **JUDGE** signed and delivered the said
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument,
certify that **ANDREA J. MARCOS, UNMARRIED FEMALE, ANDREAS BRYN HARRIS, AND**
I, **ANDREA J. MARCOS**, a Notary Public in and for said county and state, do hereby
certify that **ANDREA J. MARCOS, UNMARRIED FEMALE, ANDREAS BRYN HARRIS, AND**
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument,
expires:

STATE OF ILLINOIS, County ss:

Cook

(Specify Below This Line For Acknowledgment)

Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)

ANDREA J. MARCOS

Borrower
(Seal)

ANDREA J. MARCOS

Borrower
(Seal)

ANDREA J. MARCOS

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument.

21. Release. Upon acceleration under this Security Instrument, Lender shall release this Security
Instrument without charge to Borrower. Borrower shall pay any reacceleration costs.
22. Waiver of Homeestead. Borrower waives all right of homestead excepted by Borrower and recorded
23. Waiver 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 each 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. Check applicable box(es).
24. Family Rider. Lender shall be entitled to enter upon, take possession of and manage the Property and record
any time prior to the expiration of a 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
record first to pay rents of the Property including those paid due. Any rents collected by Lender or the receiver shall be
immediately collected by the receiver's fees, bonds and reasonable attorney's fees, and then to the sums
implied to, receiver's fees, premiums on receivables, bonds and reasonable attorney's fees, and then to the sums
secured by this Security Instrument.
25. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at
any time prior to the expiration of a 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
record first to pay rents of the Property including those paid due. Any rents collected by Lender or the receiver shall be
immediately collected by the receiver's fees, bonds and reasonable attorney's fees, and then to the sums
secured by this Security Instrument.
26. Lender in Foreclosure. Lender shall provide the remedies provided in this paragraph 19, including, but not limited to,
expenses incurred in pursuing this Security Instrument by judicial proceeding. Lender shall be entitled to collect all
immediate payment in full of all sums secured by this Security Instrument without further demand and
default is not cured on or before the date specified in the notice to accelerate, Lender at its option may require
the non-existence of a default or any other deficiency of Borrower to assert in the foreclosure proceeding
Borrower of the right to reinstate after acceleration and sale of the Property to assert in the foreclosure proceeding
Instrument, foreclosure by judicial proceeding and sale of the Property to Lender under this Security
or before the date specified in the notice may result in acceleration of the sums secured by this Security
notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on
the date specified; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the
loan under paragraph 13 and 17 unless otherwise specified; (d) the notice shall specify; (e)
Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration
of the non-default; (f) the action required to cure the default; (g) a date, not less than 30 days from the date the
loan under paragraph 13 and 17 unless otherwise specified; (h) the notice shall specify;

NON-UNIFORM COVENANTS. Borrower and Lender further covenant follows:

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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 or 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 sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it 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.

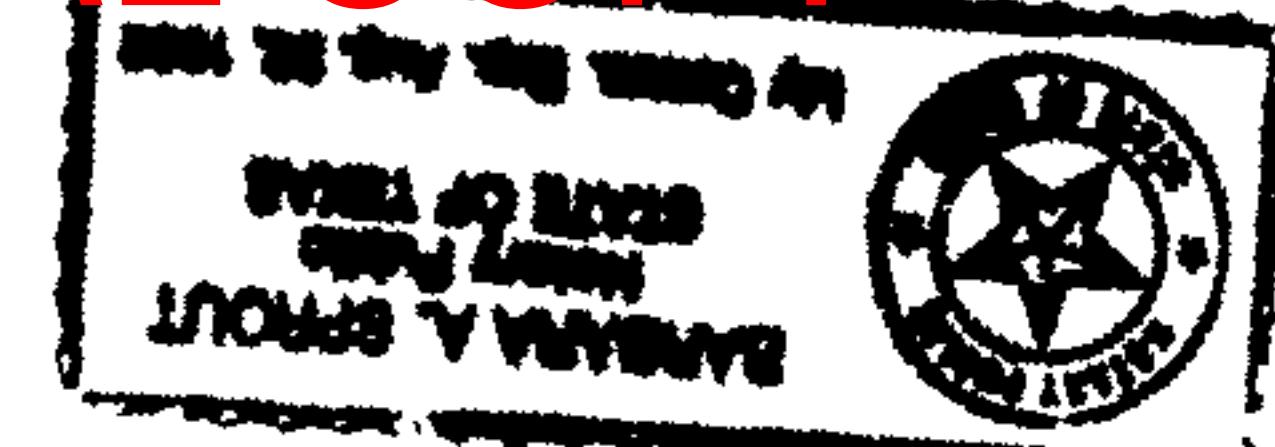
16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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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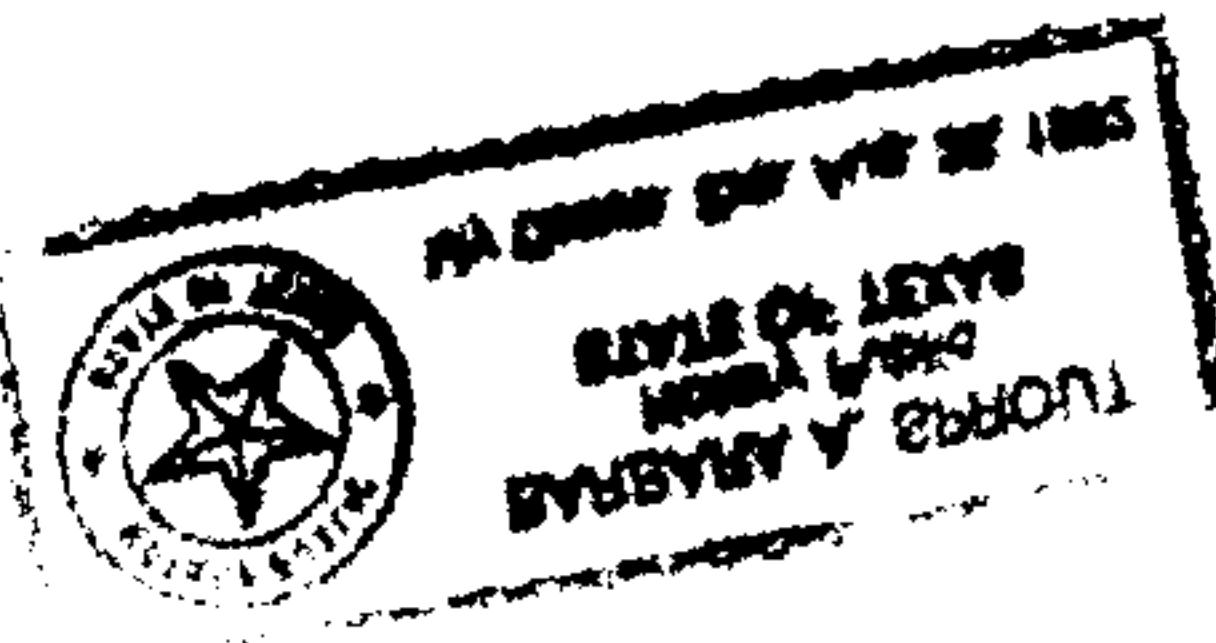


Notary Public
Cook County, Illinois

I, JOHN C. MARCOS, do hereby certify that JOHN C. MARCOS, unmarried male and state, do hereby subscribe in and for said county never having married, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his true and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 8th day of September, 1987. My commission expires: 8-31-88.

STATE OF TEXAS County ss:

UNOFFICIAL COPY



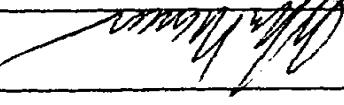
Property of Cook County Clerk's Office

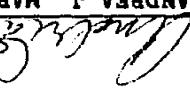
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Borrower
[Seal]

JOHN C. MARCOS

Borrower
[Seal]

ANDREA J. MARCOS

Borrower
[Seal]

By signing this ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower agrees to all the terms hereof.

The Note Holder will mail me a notice of any rate change at least 25 days but no more than 120 days before there is a charge in my monthly payment. This notice will include all information required by law.

(g) Notice of Changes.

My new interest rate will become effective on each Change Date. I will pay the amount of my monthly payment on the first monthly payment date after each Change Date until the amount of my monthly payment changes again.

(f) Effective Date of Changes.

During the life of the loan, the interest rate will not increase from the initial rate set forth in Section 2 by more than 5.000 percentage points.

On the first Change Date, the interest rate will not increase or decrease from the initial rate set forth in Section 2 by more than 4.000 percentage points. On any Change Date after the first Change Date, the interest rate will not increase or decrease from the rate in effect by more than one (1) percentage point or by less than one-tenth of one (0.10) percentage point.

(E) Limits on Interest Rate Changes.

With each interest rate change, the Note Holder will determine the new amount of the monthly payment necessary to repay my loan in substantially equal payments with Section 4(G).

The Note Holder will then apply the limits in Section 4(E). The result will be my new interest rate until the next Change Date. Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.6 percentage points to the index.

(D) Calculation of Changes.

The "index" is the monthly average yield expressed as a percent per annum, for six month certificates of deposit (CDs) traded in the secondary market, as published in the Federal Reserve's statistical release H-15 and the Federal Reserve Bulletin based on the most recent index available at the end of the month preceding the Change Date. If the index is no longer available, the Note Holder will choose a new index and will give me notice of this choice.

Beginning with the first Change Date, my interest rate will be based on an index. Although the index value on the first Change Date cannot be predicted, the index value for the month of OCTOBER 1989 was 8.450 %.

(C) The Index.

The interest rate payable on the first Change Date is called a "Change Date". Since interest is collected in arrears, the amount of my monthly payment may change on the first day of the month following each Change Date. Each day on which my interest rate may change is a "Change Date".

(B) Change Dates.

The interest rate will change based on movements of the index (described in Section 4(C)) and rate changes (immediately described in Section 4(E)).

(A) General.

.4. INTEREST RATE AND MONTHLY PAYMENTS CHANGES

The Note provides for an initial interest rate of 9.625 % and a first Change Date of JANUARY 1, 1993. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

This Adjustable Rate Mortgagor is made this 12th day of DECEMBER, 1989 and is incorporated into and shall be deemed to amend and supplement the mortgage of the same date ("Mortgage") given by the undersigned ("Borrower") to secure the Borrower's Adjustable Rate Note ("Note") to The First National Bank of Chicago ("Lender") of the same date and covering the property described in the Mortgage and located at:

3520 NORTH LAKE SHORE DR. #12-F, CHICAGO, ILLINOIS 60657
(Property Address)

This ADJUSTABLE RATE RIDER TO MORTGAGE is made this 12th day of DECEMBER, 1989 and is incorporated into and shall be deemed to amend and supplement the mortgage of the same date ("Mortgage") given by the undersigned ("Borrower") to secure the Borrower's Adjustable Rate Note ("Note") to The First National Bank of Chicago ("Lender") of the same date and covering the property described in the Mortgage and located at:

ADJUSTABLE RATE RIDER TO MORTGAGE

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

89611396

JOHN C. MARCOS

(Seal)

ANDREA J. MARCOS

(Seal)

BY SIGNING BELOW, BORROWER 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 secured by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be due at intervals from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them, the Owners' Association unilaterally or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners' Association unilaterally or

(iii) termination of professional management and assumption of self-management of the Owners' Association;

Lender;

(ii) any amendment to any provision of the Condominium Documents if the provision is for the express benefit of eminence domain;

(i) the abandonment of substantial desecration by fire or other causality or in the case of a taking by condemnation or

consequential either partition or subdivision the Property or consent to Lender and with Lender's prior written

E. Lender's Prior Consents. 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 as provided in Uniform Coverage 9.

elements, or for any condemnation or other taking of all or any part of the Property, whether or of the common

commencement with any proceeds of any award or claim for damages, direct or consequential, payable to Borrower in

D. Condemnation maintains a public liability insurance policy acceptable to Lender, annual, and excess to coverage to Lender.

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

paid to Lender for application to the sums secured by the Security instrument, with any excess paid to Borrower.

In the event of a distribution of hazard insurance proceeds in lieu of reparation or capital following a loss to the

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

is deemed satisfied to the extent that the required coverage is provided by the Owners' Association policy.

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

the year premium installments of hazard insurance on the Property; and

Lender wills the provision in Uniform Coverage for the monthly payment to Lender of one-twelfth of

within the term "extended coverage," then:

B. Hazard Insurance. So long as the Owners' Association imposed pursuant to the hazard insurance included coverage in the amount of the premiums, and agrees to the hazards Lender requires, including fire and hazards included

"master" or "blank" ("policy on the Condominium documents, which is similar to Lender and which provides insurance

promulgated pay, where due, all dues and assessments imposed pursuant to the Condominium Documents.

A. Condominium Obligations. Borrower shall perform all obligations under the Condominium

Creates the Condominium Documents. The "Condominium Documents" are the Declaration of any other documents which

Project's Condominium Obligations, Borrower shall benefit from the uses, proceeds and benefits of Borrower's interest.

Includes Borrower's interests in the Condominium Project; (ii) by-laws; (iii) code of regulations; (iv) other equivalent documents. Borrower shall

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

(the "Condominium Project"). If the owners' association or other entity which acts for the Condominium Project

includes Borrower's interests in the Condominium Project; (ii) by-laws; (iii) code of regulations; (iv) other equivalent documents. Borrower shall benefit from the uses, proceeds and benefits of Borrower's interest.

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

3520 LAKESIDE DRIVE, [Name of Condominium Project], [Property Address]

of the same date and covering the Security instrument DR. 112-P, CHICAGO, ILLINOIS 60657.

THE FIRST NATIONAL BANK OF CHICAGO, [Name of Condominium Project]

"Security instrument" of the same date by the Mortgagor, Deed of Trust or Security Deed (the "Lender")

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the

THIS CONDOMINIUM RIDER IS MADE THIS day of DECEMBER 19..... 89

CONDOMINIUM RIDER

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