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BOX 333 - GG UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: ~~AMERICAN~~ COOK COUNTY, ILLINOIS
ASSOCIATED FINANCIAL SERVICES, INC. FILED FOR RECORD
1419 LAKE COOK ROAD, SUIT
DEERFIELD ILLINOIS 60015
APRIL HARLICK

1989 JAN 18 PM 2:46

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 18,
1989. The mortgagor is LAWRENCE YATES AND FRIE M. YATES, HUSBAND AND WIFE.

15⁰⁰

("Borrower") This Security Instrument is given to FIRST ILLINOIS BANK OF EVANSTON, N.A., which is organized and existing under the laws of THE UNITED STATES 800 DAVIS STREET EVANSTON ILLINOIS 60204, and whose address is

Borrower owes Lender the principal sum of TWENTY TWO THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 22,500.00--). 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 FEBRUARY 01ST, 2019. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage grant and convey to Lender the following described property

located in COOK County, Illinois:

UNIT NO. 5-"B" AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THE SOUTH 25 FEET OF LOT 4 AND ALL OF LOTS 5 AND 6 IN BLOCK 6 IN COCHRAN'S ADDITION TO EDGEWATER, IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1977 AND KNOWN AS TRUST NUMBER 41091, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24231378, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS.

89028997

PI# 14-05-106-022-1018

which has the address of 5740 SHERIDAN ROAD, #5B CHICAGO
60060 (Street) (City)
Illinois (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 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.

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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NOTARY

Notary Public

My Commission expires: 10/8/89

Given under my hand and official seal, this 18th day of January

set forth:

signed and delivered the said instrument as Theresa M. Vawter, 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 Theresa M. Vawter

Theresa M. Vawter, personally known to me to be the same person(s) whose name(s) Theresa M. Vawter

do hereby certify that Theresa M. Vawter is a Notary Public in and for said county and state.

I, Theresa M. Vawter, Notary Public

STATE OF ILLINOIS, COOK COUNTY

County of

State

[Space below this line for Acknowledgment]

Notary
Seal

Notary
Seal

Notary
Seal

LAWRENCE VAWTER

1/29/91

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

Other(s) [Specify]

Grandparent Rider Planned Unit Development Rider

Adjustable Rider condominium Rider 2-4 Family Rider

Lender shall be entitled to collect all sums secured by this Security Instrument. (Check applicable box(es))

23. Rider to this Security Instrument; If one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-owners and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, the co-owners and agreements of each such rider as if the rider(s) were a part of this Security

22. Waiver of Foreclosure; Borrower waives all right of homestead exception in the Property.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

receivers bonds and reasonable attorney fees, and when to the sums secured by this Security Instrument.

costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the Property including those paid due. Any rents collected by Lender or the receiver shall be applied first to payment of the rents received (reciever) shall be entitled to collect the rents of

prior to the expiration of any period of redemptions following judicial sale, Lender (in person, by agent or by judge) shall record the instrument of

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and in any time but not limited to, reasonable attorney fees and costs of title evidence.

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

this Security Instrument without further demand and may require immediate payment by judicial proceeding.

before the date specified in the notice. Lender at its option may require immediate payment by full or all sums secured by this Security

ex parte of a default or any other default to accelerate the right to assert in the foreclosure procedure. If the default is not cured on or

information from this Security Instrument and the right to assert in the foreclosure procedure proceeding (the non-

secured by this Security Instrument, foreclose by judicial procedure. The notice shall furnish

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

unless less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

default; (c) a date, not less than 30 days from the date the notice is given to Borrower to cure the default must be cured;

unless less applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration paragraphs 13 and 17 unless less applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

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19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person 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.

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18. Borrower's Right to Remonstrate. 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 remonstrance) before sale of the Property pursuant to any power of sale contained in this Security instrument or (b) entry of a judgment enforecing this Security instrument. Those conditions are that Borrower pays Lender all sums which he would be due under this Security instrument and the Note had no acceleration accrued; (a) pays any default of any other obligations of this Security instrument, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security instrument is subordinate to, or otherwise subserves, his or her rights in the property covered by this Security instrument, including, but not limited to, reasonable attorney fees; (e) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees; and (f) complies with all terms and conditions of this Security instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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.

Interest which is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Leender's consent, Leender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, however, this option shall not be exercised by Leender if exercise is prohibited by federal law as of the date of this Security Instrument.

Note can be given effect without the consent of the Borrower, to whom such sections of this Schedule and the which can be given effect without the consent of the Borrower, to whom such sections of this Schedule and the Note are delivered to be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. The parties hereto hereby consent to the jurisdiction of the state and federal courts located in New York, New York, and waive any and all venue objections thereto.

12. **Loan Charges.** If the loan secured by it is security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted as requiring that the instrument be reduced to a sum less than the amount of the Note or by making a direct payment to Borrower, it is refused to make this reduction by principal, the reduction will be treated as a partial prepayment without any prepayments charged under the Note.

11. Successors and Assigns; 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, except to the provisions of paragraph 17, Borrower's co-signers and several. Any Borrower who co-signs this Security Instrument shall be joint and several with Borrower, and any other Borrower, to pay the debts and obligations of Borrower under this Security Instrument.

10. Borrower at Not Release; Forbearance By Leader Note a Waiver. Extension of the time for payment or postponing the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

make an award or settle a claim for damages, forever waives to respond to demands within 30 days after the date the notice is given, unless such notice is authorized to collect and apply the proceeds, in its option, either to restoration or repair of the property or to the security instruments, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the demand note offered to pay to Borrower, divided by the fair market value of the Property immediately before the taking, Any balance shall be held in trust for the taking, multiplied by the following fraction: (a) the total amount of the sums accrued immediately before the taking, or (b) the fair market value of the Property immediately before the taking.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security agreement and shall be paid to lender.

9. Commencement. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any part of the property, or for conveyance in lieu of condemnation, are hereby shall give Borrower notice at the time of prior to an inspection specifying reasonable cause for the inspection.

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium fees required to make the loan and Lender's written agreement to apply the law.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 18TH day of JANUARY , 19 89 , 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

FIRST ILLINOIS BANK OF EVANSTON, N.A. (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:

57-10 SHERIDAN ROAD, #5B 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:
SHERIDAN SHORES CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

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

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," 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 9.

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

(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;

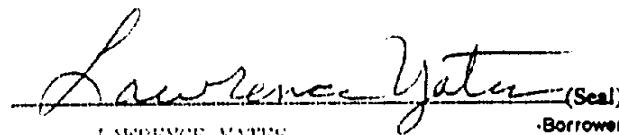
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

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

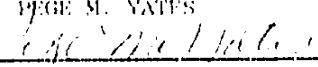
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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.



LAWRENCE YATES (Seal)
.Borrower

PEGE M. YATES (Seal)
.Borrower


(Seal)
.Borrower
(Sign Original Only)

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After being certified by the Clerk of the Circuit Court of Cook County, Illinois, this document is an official copy of the record.

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