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UNOFE GULARINK COPY

Chicago, Illinois 60634

BOX 333 - GG

Prepared By: Peggy Brink & Maul TO: Colonial Bank and Trust Company of Chicago 5850 W. Belmont Ave Chicago, IL 60634

89079175

- (Space Above This Line For Recording Data)

MORTGAGE

\$16.00

Unit 4D 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 Cochran's Addition to Edgewater in Section 5, Township 49 North, Range 14, East of the Third Principal Meridian (hereinafter referred to is parcel) in Cook County, Illionis which survey is attached as Exhibit 'A' to the Declaration of Condominium made by American National Bank and Trust Company of Chicago, a National Banking Association, 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 2423277, cogether with its undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey) all in Cook County, Illinois

P.I.N.: 14-05-406-022-1047

THIS DOES NOT CONSTITUTE HOMESTEAD PROPERTY
COOK COUNTY, RELINGIS
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1989 FEB 27 PM 12: 05

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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.

(Space Below This Line Reserved For Lender and Recorder)
Motary Public
Large Large
My Commission expires: \D\g\\\\\S\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Given under my hand and official seal, this day of day of
set forth.
signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
personally known to me to be the same person(s) whose name(s)
do hereby certify that Patrick J. O'Connor, Sr. & married man
I, the undersigned
STATE OF ILLINOIS, Cook County sa:
—9оложет
(IsoS)
Patr Ck J. O'Connor, Sr.
Instrument and in any rider(s) executed by a prower and recorded with it.
BY SIGNING BELOW, Borrows accepts and agrees to the terms and covenants contained in this Security
A delicated (specify) .
Graduated Paymant Rider
Acquistable Rath Rider (X). Condominium Rider (1) Acquisition (X).
supplement the coverate and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Checks are box(es)]
23. Riners () this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Inst. or each such rider shall be incorporated into and shall amend and
22. W. vi at Homestead. Borrower waives all right of homestead exemption in the Property.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shalt release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's boatds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the
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
but not limited to, reasonable attorneys' fees and costs of title evidence. 20. Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time
Lender shall be entitled to collect all expenses incurred in puraning the remedies provided in this paragraph 19, including,
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.
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further
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
breach of any covenant or agreement in this Security lastrament (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the
19. Acceleration, Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

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

requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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 afterneys' 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.

Lender may take action under this paragraph 7, Lender does not have to do so.

Any contract description and the paragraph of this paragraph 2 shall become additional debt of Borrower secured by this 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 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect laws or the security instrument, or there is a legal proceeding that may significantly affect laws or the security instrument, or there is a legal proceeding that may significantly affect laws or the security instrument, or there is a legal proceeding that may significantly affect.

fee title shall not merge unless Lender agrees to the merger in writing. 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

6. Preservation and Maintenance of Property; Leascholds. Borrower shall not destroy, damage or substantially Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to princip at 24 all not extend or

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process 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 of the Property damaged, if the restoration or teppir is accommically feasible and Lenner approach or the sums secured by this Security Instrument, whether or not then due, with a 13, excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that 11,e insurance carrier has affected to the sums secured by this Security Instrument, whether or not then due, with a 13, excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that 11,e insurance carrier has affected to require the state of the sum of

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shar be applied to restoration or repair all receipts of paid premiums and renewal notices. In the event of loss, Borrower, shell give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Lender shall have the right to hold the policies and renewals. If Lender requires Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

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 amount subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be Hazard Insurance. Borrower shall keep the improver lents now existing or hereafter erected on the Property

of the giving of notice. agreement satisfactory to Lender subordinating the lien of 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 notice identifying the lien. Borrower shall promptly discharge any it an 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 sart of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the lien or forfeiture of any sart of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the lien or forfeiture of any sart of the lien and the enforcement of the lien or forfeiture of any sart of the lien and the enforcement of the lien or forfeiture of any sart of the lien and the enforcement of the lien or forfeiture of any sart of the lien and the enforcement of the lien or forfeiture of any sart of the lien and the enforcement of the lien or forfeiture of any sart of the lien and the enforcement of the lien or forfeiture of any sart of the lien or forfeiture or sart of the lien or sart or sart of the lien or sart of the lien or sart o

receipts evidencing the payments.

• Charges! Liens. Donower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and least-hold payments or ground rents, if any. Borrower shall pay these obligations to the person are provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person are payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Berrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Berrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

application as a creek, the sums secured by this Security Instrument.

3. Application of 'syments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be at piled: 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.

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

amount of the Tunda held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount neces. For on make up the deficiency in one or more payments as required by Lender.

Upon pryver in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender shall apply, no later than immediately of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of than immediately of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit. Sanital he 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

this Security Instrument.

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

basis of current data and reasonable estimates of future escrow items. 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 mortgage insurance premiums, if any.

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

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 accoverate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be require I'v) commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify ar or zation 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 Boand; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and concern 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 c)-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; at d (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 in erest 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) a 1y lums 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 refu .o. cduces 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 unenforcemule 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 step, 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 in w 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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Assignment of Rents

THIS 1-4 FAMILY RIDER is made this list day ofFebruary	, 1989,
and is incorporated into and shall be deemed to amend and supplement the Montgage, Deed of Trust or S	lecurity Deed
(the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrow	wer's Note to
Colonial Bank and Trust Company of Chicago (th	ie "Lender")
of the same date and covering the property described in the Security Instrument and located at:	
5740 N. Sheridan Road, Unit 4D, Chicago, Illinois	
[Property Address]	

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBCAD NATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LUASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Let Jet or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Letaer or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all ren's received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) can't tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the reg s and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

(Seal)

Patrick J. O'Connor, Sr.

(Seal)

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