

# UNOFFICIAL COPY

PLEASE RETURN TO:- COOK COUNTY, ILLINOIS  
HORIZON FEDERAL SAVINGS BANK FILED FOR RECORD  
1131 CHICAGO AVENUE 1909 MAR 20 AM 11:08  
EVANSTON, IL. 60202.

89119807

89119807

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5171756

MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on MARCH 09, 1989. The mortgagor is VUKO B. ZECEVIC, DIVORCED AND NOT SINCE REMARRIED.

HORIZON FEDERAL SAVINGS BANK, THE UNITED STATES OF AMERICA, and whose address is 1131 CHICAGO AVE, IL. 60202, ("Lender"). Borrower owes Lender the principal sum of THIRTY THOUSAND FOUR HUNDRED AND 00/100 Dollars (U.S. \$ 30400.00). 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 APRIL 01, 2004. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

UNIT 2508 IN THE PARK TOWER CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WHICH SURVEY ID ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24874698 TOGETHER WITH 1ST UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS.

PERMANENT TAX NO. 14-08-203-017-1302

which has the address of 5415 N SHERIDAN RD. #2508, CHICAGO, (Street)

Illinois 60640 ("Property Address"); (Zip Code)

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.

MD 176

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83  
44713 SAF SYSTEMS AND FORMS  
CHICAGO, IL

BOX 241

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This instrument was prepared by THORNTON, E.P., SAVINGS BANK, 1131, CHICAGO, ILL., EVANSWORLD, 111-60202

Notary Public  
State of California

Witnesses my hand and official seal this day of March 15, 1913.

.....WAKELAND, A. A...... A Notary Public in and for said county and state, do hereby certify that  
.....VUKO A. ZEGEVIC, DIVORCE AND NOT. SINCE BEMARIED..... personally appeared  
..... before me and is (are) known or proved to me to be the person(s) who being informed of the contents of the foregoing instrument,  
..... have executed same, and acknowledged said instrument to be .....H. S...... true and voluntary act and deed and that  
..... (this, etc., etc.)..... executed said instrument for the purposes and uses therein set forth.

STATE OF  
CITY OF  
COUNTY OF

39119807

[Space Below This Line For Acknowledgment]

..... *Wing & Zecovičius* ..... *Cl* .....

BY SIGNING BELOW, BURROWER ACCEPTS TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY

Graduated Payment Rider     Planned Unit Development Rider

This Security Agreement contains all the covenants and agreements of the parties hereto relating to the subject matter of this Security Agreement and supersedes all prior agreements between the parties hereto relating thereto.

Instrumental 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 leases, short-term leases, fees and expenses of collection, fees and expenses secured by this Security instrument.

20. Under In Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time prior to the expiration of any period of redemption following judgment, Lender (in person, by agent or by judicially

This Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

arrange Borrower of the right to reinstate after acceleration by judgment proceeding and sue in the proper court; and secured by this security instrument, to receive notice of all proceedings in the suit or action.

unless otherwise specified). 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;

**NON-UNIFORM GOVERNANTS**, Borrower and Lender further covenant and agree as follows:

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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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However, this right to remuneration shall not apply in the case of acceleration under paragraphs 13 or 17.

18. Borrower's Right to Remisate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument 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 pays Legendar all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (a) causes any other covenants of any agreements to agreeable, but not limited to, reasonable alterations, leases, 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 reasonable rights to quiet enjoyment, including, but not limited to, reasonable alterations, leases, and (c) expenses incurred in accelerating the Note.

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 remedy permitted by this Security Instrument without further notice or demand on Borrower.

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 Lenders prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Interest in this Security Instrument.

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.

**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 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.

mailing it by first class mail unless otherwise directed. Payment shall be made in advance of mailing or at the time of mailing, whichever is earlier, and may be made by cashier's check, money order, cashier's draft, bank draft, certified check, or cashier's letter. Payment may be made by cashier's check, money order, cashier's draft, bank draft, certified check, or cashier's letter.

13. Legislation Aftermath Lenards Rights. If enactment of legislation of applicable laws has the effect of requiring any provision of this Note or this Security instrument unenforceable according to its terms, Lenard, at its option, may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies permitted by law.

14. Paragraph 17. If Lenard exercises his option, Lenard shall take such steps specified in the second paragraph of this Note to this Security instrument as he deems necessary to effectuate it as provided for in this Note.

12. **Loan Charges.** If the loan secured by "the 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 exceeds the permitted limit, 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 exceed the permitted limits will be repaid to Borrower. Lender may do what it deems prudent by reducing the principal owed under the Note or by making a direct payment to Borrower. In a case where the Note is partially prepaid without any prepayment charge, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

11. Security accessories and assets/sounds, joint bank security liability - co-signers: This Security accessories and assets/sounds, joint bank security liability - co-signers, shall be joint and several liability successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's co-signers and co-debtors and agreements of joint and several liability shall be joint and several liability successors and assigns of Lender and Borrower and subject to the terms of this Note.

11. **Suspension of rights and Assumption of liability.** The provisions and requirements of this Agreement shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or forower's successors in interest. Any forbearance by Lender in exercising any right or remedy by the otherwise unduly mortgagor in the sums security instrument of any demand made by the original Borrower or forower's successors in interest to exercise any such right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by Lender in exercising any right or remedy by the original Borrower or forower's successors in interest to exercise any such right or remedy.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed one-half of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. If the property is damaged by borrower, or it, after notice to repair within 30 days after the date the condominium owner makes an award of title a claim for damages, Borrower shall repair or restore to its position, whether or not then due given. Lender is authorized to collect and apply the proceeds, either to restoration or repayment of the property or to the sums secured by this Security Instrument, whichever or not then due.

7. 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 applied to the sums secured by the following:

shares give Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement instruments.

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THIS CONDOMINIUM RIDER is made this ..... 09 day of ..... MARCH ..... 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 .....  
HORIZON FEDERAL SAVINGS BANK ..... (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
5415 N SHERIDAN RD. #2508 CHICAGO IL 60640  
[Property Address]

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

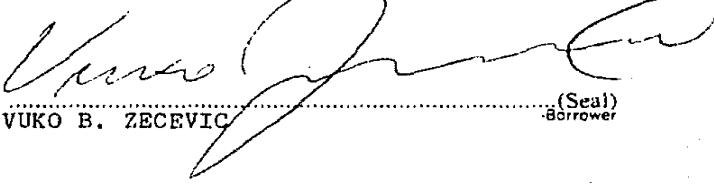
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(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.

  
VUKO B. ZECEVIC ..... (Seal)  
Borrower

..... (Seal)  
Borrower

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Property of Cook County Clerk's Office

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## RELEASE FEE RIDER

03/09/89

5171756

THIS RIDER is incorporated into a certain Mortgage dated of even date herewith given by the undersigned to secure loan indebtedness; said Mortgage encumbers real property commonly described as:

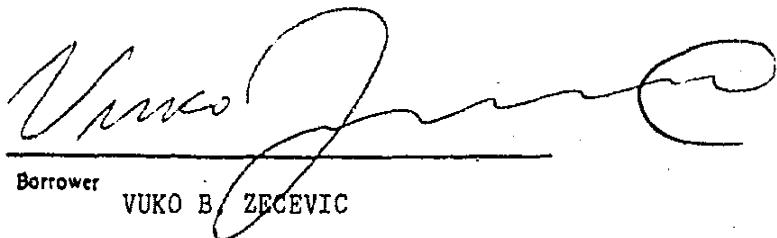
5415 N SHERIDAN RD. #2508  
CHICAGO, IL 60640

Borrower and Lender agree that covenant 21 of the Mortgage shall only be given effect if the Note secured by this Mortgage is sold or assigned, either in whole or in part, to either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and that otherwise the following provisions shall apply to a release of Mortgage:

If the Federal Home Loan Mortgage Corporation buys all or some of the lender's rights under the Mortgage (or Trust Deed) and Note, the promises and agreements in this rider will no longer have any force of effect.

Upon payment of all sums secured by this Mortgage and payment of a reasonable fee for preparation of the release deed, Lender shall release this Mortgage. Borrower shall pay all costs of recordation.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

  
\_\_\_\_\_  
Borrower VUKO B. ZECEVIC

\_\_\_\_\_  
Borrower

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