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COOK COUNTY, ILLINOIS
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89-157958

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LOAN # 649889

MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on March 31st
19 89 The mortgagor is

Kenneth M. Chakiris and Betty J. Chakiris, His Wife

("Borrower"). This Security Instrument is given to Household Bank fsb, A Federal Savings Bank
which is organized and existing under the laws of The United States of America , and whose address is
255 East Lake Street, Bloomingdale, Illinois 60108

("Lender").

Borrower owes Lender the principal sum of One Hundred Forty Six Thousand Four Hundred and no/100-

Dollars (U.S. \$ 146,400.00). 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 1st, 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:

SEE ATTACHED FOR LEGAL DESCRIPTION

REC'D BY
Cook County Clerk's Office
168

P.I.N. # 17-10-214-005-0000
affect underlying properties

which has the address of 505 North Lake Shore Drive Unit 3004

Chicago

Illinois 60611 ("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 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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My Commission expires:
This Document Prepared By:
Bonnie L. Russell
RECORD AND RETURN TO:
Household Bank, Esb, A Federal Savings Bank
255 East Lake Street
Bloomingdale, Illinois 60108

Given under my hand and affixed hereto this 31st day of March, 1919.

I, the Undersigned
, a Notary Public in and for said County and State,
do hereby certify that Kenneth H. Chakrata and Betty J. Chakrata, this 1st day of July, 1981, did, in my office, do the following instrument:
K. Chakrata, as his attorney-in-fact.
(personally known to me to be the same person(s) whose names are
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the said instrument as such.)
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 he
signed and delivered the said instrument as such.)

The Underbelgian

STATE OF ILLINOIS

County ass

U.S.A.

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BOOK

KENNETH M. CHAKIRIS
SERIALS, HIS NAME
is written in ink across the top of the page.

BY SIGNING BELOW, THOROWER AGREE(S) EXECUTIVE BY THOROWER AND RECORDERD WITH IT.

- | | | |
|--|---|---|
| <p>19. Acceleration of Remedies. Lender shall have notice to Borrower prior to acceleration followingurrence of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless specifically provided otherwise), The notice shall specify: (a) the date certain required to cure the deficiency; (b) the date certain required to pay from 30 days prior to acceleration; (c) the date certain required to pay from the date of acceleration; and (d) that failure to cure the deficiency by the date certain required to pay from the date of acceleration, (e) in due time, less than 17 days prior to acceleration, by which time the deficiency must be cured.</p> | <p>20. Lender in Possession. Upon acceleration under Paragraph 19 or upon acquisition of the property and in any like manner without charge to Borrower, Borrower shall pay any reasonable attorney's fees and costs of title evidence.</p> | <p>21. Release. Upon payment of all sums accrued by this Security instrument, Lender shall release this Security interest in bonds and reasonable attorney's fees, and then to the sum received by this Security instrument of the amount paid by Lender or the receiver shall be applied first to paymen</p> |
| <p>22. Waiver of Foreclosure. Borrower waives all right of foreclosure except as set forth below.</p> | | |
| <p>This Security Interest instrument, the covenants and agreements of each such rider shall be incorporated into this Security instrument and shall bind Borrower and Lender to the same extent as if the rider(s) were a part of this Security instrument.</p> | | |
| <p>23. Rider(s). To this Security Interest instrument, if one or more riders are executed by Borrower and recorded together with this Security Interest instrument, the provisions and agreements of each such rider shall be incorporated into this Security instrument and shall bind Borrower and Lender to the same extent as if the rider(s) were a part of this Security instrument.</p> | | |
| <p>24. Family Rider. <input checked="" type="checkbox"/> Condominium Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Graduate Family Rider <input type="checkbox"/> Adjustable-Rate Rider <input type="checkbox"/> Other(s) [Specify] _____</p> | | |

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UNIFORM COVENANTS, BORROWER AND LENDER COVENANTS, AGREEMENTS AND OBLIGATIONS

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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 his 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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federal law as of the date of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by successive by this Security Instrument. This notice shall remain in effect until notice to the contrary is received.

Note which contains comments with which applicable law, such comments shall not affect other provisions of this Security Instrument or the Note which are given to be effective without the consent of the provider of this Note and of this Note.

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 Section is found to violate the law of the jurisdiction in which the Property is located, such provision shall be deemed to have been intended to have effect in all other parts of this paragraph.

Proprietary Addressees or any other addressees Borrowser designs intended hereinafter or any other addressee Borrowser details by notice to Lemender. Any notice to Lemender shall be directed to the Lemender's address set forth above. Lemender shall be liable to Borrower for any notice given by Lemender to Borrower. Any notice given by Lemender to Borrower shall be directed to the Lemender's address set forth above. Lemender shall be liable to Borrower for any notice given by Lemender to Borrower.

13. Regarding your application for a security permit, it is recommended that you apply for a permit under the *Information Security Act*. This will ensure that your organization complies with the requirements of the Act and will help protect sensitive information.

14. Notice to Borrower: If you are granted a security permit, it will be provided for in this Note of Security. It is important that you understand the terms and conditions of the security agreement, as well as the rights and responsibilities of both parties.

12. **Loan Charges.** If the loan accrued by this instrument is subject to a law which sets maximum loan charges, and that law is unconstitutionally interpreted so that the instrument is subject to other loan charges collected or to be collected in addition to the loan accrued by this instrument, the Note will be reduced to the amount of the original principal plus accrued interest.

the Note without liability for Breach of warranty, save as set out in this Note.

11. Successors and Assignees, Bonds; Joint and Several Liability; Co-signers, Security Instruments and Agreements, Liabilities, Bundles; Joint and Severable Liabilities; Co-signers.

Any subsequent reference by Lender to an exercise of any right or remedy by the original Borrower of preclude the exercise of any right or remedy by Lender.

midmerger of Borrower and its Subsidiaries, shall not be entitled to receive the liability of the original Borrower for any obligations of the original Borrower arising out of or in connection with the transaction or arrangement referred to in the preceding sentence.

Unless otherwise agreed, Borrower shall remain liable to Lender until such time as all obligations of Borrower under this Note and the other documents referred to in paragraph 10 have been satisfied.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the notice is given, Lender is unable to collect a sum sufficient to pay off the note, whether or not the note is due.

the amount of the proceeds multiplied by the following fraction: (a) the total amount of the amounts secured by the amounts due under the contracts of sale; or (b) the fair market value of the property immediately before the taking.

aaausageed and shall be paid to Leander.

9. **Graduate Education:** Considered as the time of life when the future teacher should be exposed to the best educational institutions, graduate study is highly recommended for those who plan to teach.

Software developer shall pay the Premiums required to maintain the insurance coverage in effect until such time as the premium payment for the insurance terminates.

(f) Under restricted circumstances insurance as a condition of making the loan secured by this Security Instrument.

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ATTACHED HERETO AND MADE A PART THEREOF:

PARCEL 1:

UNIT 3004 IN LAKE POINT TOWER CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
A PART OF LOT 7 IN CHICAGO DOCK AND CANEL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 32 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 88309162, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF STRUCTURAL SUPPORT, INGRESS AND EGRESS, AND UTILITY SERVICES AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 7, 1988 AND KNOWN AS TRUST NUMBER 1043-99-09, DATED JULY 13, 1988 AND RECORDED JULY 14, 1988 AS DOCUMENT 88309160.

ALSO

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURtenant TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE REITED AND STIPULATED AT LENGTH HEREIN.

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CONDONIUM RIDER

Loan # 649889
D. I. N. # 17-10-214-005-0000
AFFECTS UNDERLYING PROPERTY

THIS CONDOMINIUM RIDER is made this 31st day of March, 1988, 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 the Borrower's Note to HOUSEHOLD BANK, f.s.b. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

505 NO LAKE SHORE DRIVE UNIT 3004

CHICAGO, IL 60611

(Property Address)

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

LAKE POINT TOWERS

(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 the 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 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 8.

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 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 the 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.

Kenneth M Chakiris

KENNETH M CHAKIRIS

(Seal)
Borrower

(Seal)
Borrower

Betty J Chakiris by Kenneth M Chakiris
BETTY J CHAKIRIS, HIS WIFE
as her attorney-in-fact

(Seal)
Borrower

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