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BOX 305 (b)

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 APR 14 PM 2:49

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This instrument prepared by
and should be returned to:

NANCY L. MCGUIRE
The First National Bank of Chicago
One First National Plaza
Suite 0049
Chicago, Illinois 60670-0049

(Space Above This Line for Recording Data)

MORTGAGE

15.00

THIS MORTGAGE ("Security Instrument") is given on APRIL 10, 1989.
The mortgagor is KENNETH K. SHAW JR., DIVORCED, NOT SINCE REMARRIED.

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

Dollars (U.S. \$ 176,000.00). This debt is evidenced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and pay-
able on MAY 1, 2019. This Security Instrument secures to Lender: (a) the repayment of the debt evi-
denced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums,
with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance
of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does
hereby mortgage, grant and convey to Lender the following described property located in COOK,
County, Illinois:

UNITS 3609 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 CANAL
COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 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 PURPOSES OF STRUCTURAL
SUPPORT, INGRESS AND EGREGIS, 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.

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which has the address of 505 N. LAKE SHORE DR. #3609, CHICAGO
(Street) 60611 (City)
Illinois (Zip Code) ("Property Address"); REAL ESTATE TAX I.D. # : 17-10-214-005-0000

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-
nances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a
part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the fore-
going is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully 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 en-
cumbrances of record.

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

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Given under my hand and official seal this 10th day of October, 1987. Commisioner
expenses. **HIS** free and voluntary act, for the uses and purposes herein set forth.
I have this day witnessed and acknowledged that **HE** signed and delivered the said
instrument as **HIS** free and acknowledged that **HE** signed and delivered the said
instrument before me this day in person, and acknowledge that **HE** signed and delivered the said
instrument to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument,
personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument,

certify that KENNETH K. SHAW JR., DIVORCED NOT SINCE REMARRIED,
1, ~~KENNETH K. SHAW JR.~~, a Notary Public in and for said county and state, do hereby

STATE OF ILLINOIS.

BORGES
(1925)

• BORROWER
• (SAL)

Borrower
(L.A.)

ବିଜ୍ଞାନ
(ପାଠ୍ୟ)

WE SIGNING BELOW, bottomselves and agrees to the terms and covenants contained in this Security Deed.

- Adjuquate Rate Rider
 - Grandminimum Rider
 - 2-4 Family Rider
 - Addendum to Adjustable Rate Rider
 - Graduated Premium Rider
 - Planned Unit Development Rider
 - Other(s) [Specify] _____

22. Weiver of the Secrecy Instrument, if one or more ideas are executed by Borrower and recorded together with the Secrecy Instrument, the coverings and agreements of each such idea shall be incorporated into and shall amend and supplement the coverings and agreements of this Secrecy Instrument as if the idea(s) were a part of this Secrecy Instrument. (Check applicable box(es))

12. REVENUE FROM LEASING OF LAND AND BUILDINGS This item includes amounts received from lessees for the use of land and buildings.

Required for recovery and translocation of electrons and energy is a membrane-bound protein complex called the light-dependent reaction center.

to commence at the time of the completion of the building, and to remain in force for a period of 12 months from the date of completion.

reasonable attorney's fees and costs of the evidence.

may force close this Security Instrument by judicial proceeding. Lender shall be entitled to collect all attorney's fees, costs and expenses incurred in pursuing or collecting on this Security Instrument, including reasonable attorney's fees for the defense of any action brought against Lender in connection with this Security Instrument.

the new insurance or a return of the original premium. Premiums are non-refundable and non-transferable. Premiums are non-refundable and non-transferable.

Borrower of the right to remanufacture after acceleration and the right to assert in the foreclosure proceeding

or before the date specified in the notice may result in acceleration of the sums secured by this Security Agreement.

the date of default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date of default, by which the default must be cured; and (d) that failure to cure the default on

Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 13) and [7] unless applicable law provides otherwise]. The notice shall specify: (a)

NON-UNIFORM GOVERNANTS' BOTTOWER AND LENDER FURTHER COVERAGE AND AGREEMENT 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 certifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above with 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 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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10.11.11 submitted Japan nomination to IHO map in update

If Leander exacts less than his option, Leander shall pay Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date notice shall pay Borrower notice of acceleration. The notice shall provide all sums set aside by this Security instrument if Borrower fails to pay these sums prior to the expiration of this period. Leander may invoke any demands permitted by this Security instrument without further notice or demand or for sums set aside by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leander may invoke any demands permitted by this Security instrument without further notice or demand or for sums set aside by this Security instrument.

of exercise as prohibited by law as of the date of his *Seizure Instrument*. However, this option shall not be exercised by Plaintiff until he has received payment in full of all sums secured by his *Seizure Instrument*.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property is transferred without Lender's prior written consent, Lender may, at its option, require immediate pay-

16. **Borrower's Copy.** Borrower shall be given one confirmed copy of the Note and 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 power of lender when given as provided in this paragraph.

Landlord shall be given by first class mail to Landlord's address provided for in this Security Instrument and be deemed to have been given to him notice to foreclose. Any notice provided for in this Security Instrument shall be deemed to have been given to him notice to foreclose.

the second paragraph of Paragraph 12.

the redaction will be treated as a partial preparation without any legal effect.

12. Loan Charges. If the loan servicer by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interests of other loan chargees collateralized under the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded to Borrower. If a refund reduces principal owed under the Note or by making a direct payment to Borrower, it is refundable.

11. Successors and Severability; Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower to the provisions of this Agreement. Borrower's covenants and agreements shall be joint and several. Any provision of this Security instrument that purports to limit or qualify the liability of Lender and Borrower to the terms of this Security instrument shall be ineffective. Borrower's liability under this Security instrument shall be absolute and unconditional notwithstanding any provision to the contrary contained in any other agreement between Lender and Borrower, including any provision purporting to limit or qualify the liability of Lender and Borrower to the terms of this Security instrument.

name by reason of a demand made by the original holder or of another's successive or intermediate holder.

extended or postponed the due date of the monthly payments referred to in paragraphs 1 and 2 of schedule 1 of such documents.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnation award is paid to Lender, Borrower fails to respond to Lender's claim for damages, Borrower shall be liable to Lender for all damages, whether or not there is a final judgment.

If my instrumentmen^t, whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the property, unless a Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by (b) the fair market value of the property immediately before the taking, divided by (b) the fair market value of the property at the time of the taking.

15. **CONFIRMATION.** The proceeds of this instrument shall be applied to the sums secured by this Security Agreement and shall be paid to Lender.

Under § 8-202(d)(1), Burrower will notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

II. Lennder shall pay the premiums required to maintain the insurance during the term specified by this Policy.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 10TH day of APRIL, 1989,
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 THE FIRST NATIONAL BANK OF CHICAGO (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
505 N. LAKE SHORE DR., #1609, CHICAGO, ILLINOIS 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 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 3 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;

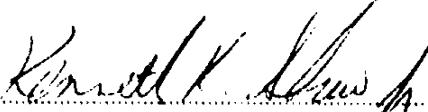
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(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.


KENNETH K. SHAW JR.
(Seal)
Borrower

(Seal)
Borrower

0002003350

MULTISTATE CONDOMINIUM RIDER—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3140 12/83