



# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1999 APR 11 PM 12:51

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\$16.00

\*RE-RECORDING TO CORRECT LEGAL DESCRIPTION \*

(Space Above This Line For Recording Data)

LOAN # 649889

## MORTGAGE

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-

\$16.00

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

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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 (Zip Code) ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully 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.

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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 not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization 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 or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, 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 co-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; and (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 interest 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) any sums 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 refund reduces 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 unenforceable 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 steps 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 law 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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the date of disbursement. Unless Borrower and Lender agree to other terms shall be payable, with interest, upon notice from Lender to Borrower Security Instruments disbursed by Lender under this paragraph 7 shall bear interest at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

Any amounts disbursed by Lender under this paragraph 7 shall bear interest at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

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

Lender's actions may include paying reasonable attorney fees and expenses incurred on the propery to make repairs. Although

instruments, Lender's rights in such as a bankruptcy, probate, for condemnation or to enforce leases or

regulations, rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce leases or

Lender's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce leases or

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

7. Protection of Lender's Rights in the Property: Mortagee Lien. If Borrower fails to perform the

lien shall not merge unless Lender agrees to the merging.

Borrower shall comply with the provisions of the lease, Borrower acquires title to the property, the lessor and

change the property, allow Lender to deteriorate or commit waste. If this Security Instrument is on a leasedhold and

6. Preservation and Disposition of Property: Leaseholds. Damage or substantial

instrument immediately prior to the acquisition of the acquisition.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums resulting

under paragraph 19 if the monthly payments referred to in paragraphs 1 and 2 or change the amount due to the payment.

unless Lender not receive to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin

the property or to pay sums secured by this Security Instrument, whether or not the trustee has

offered to settle a claim. Then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore

Borrower abandons the property, or does not answer within 30 days a notice from Lender that the insurance carrier has

applied to the sums secured by this Security Instrument, whichever or not then due, with any excess paid to Borrower. If

restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

of the property damaged, if the restoration of the property is economically feasible and Lender's security is not lessened. If the

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

all receipts of paid premiums and renewals shall be acceptable to Lender and promptly give to Lender

Lender shall have the right to hold the policies and renewals, if Lender and shall include a standard mortgage clause.

All insurance policies and renewals shall be accepted to Lender promptly notice to Lender

unreasonably withheld.

insurance carrier provides the insurance shall be chosen by Borrower, subject to Lender's approval which Lender

requires against loss by fire, hazards included within the term "extreme coverage" and any other hazards for which Lender

measured against loss by fire, hazards against coverage now existing or hereafter created on the property.

3. Hazard Insurance. Borrower shall keep the term "extreme coverage" and any other hazards for which Lender

notices idemnifying the property is subject to a limit which may attain prompt payment, or (c) secures that any notices of

agreement satisfies insurance within the term "extreme coverage" and any other hazards for which Lender

permits the enforcement of the lien or forfeiture of any part of the lien, in, illegal proceedings which in the Lender's opinion preferable to

pay the Lender, or demands against enforcement of the lien in, illegal proceedings which in the Lender's opinion preferable to

agrees in writing to the payment of the obligation incurred by Lender; (b) consents in good

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

of the giving of notice.

to be paid under this paragraph, Borrower shall make these payments directly, Borrower shall promptly furnish to Lender

any time on time directly to Lender and for the periods that Lender requires. The

Borrower shall pay these amounts provided in paragraphs 1 and 2, or if not paid in the manner, Borrower shall

Property which may attain payment over this Security Instrument, and Lender receives from the holder of the lien an

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

Note: third, to amounts payable under paragraph 2; fourth, to preparement charges due under the

paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to payments received by Lender under

3. Application of Proceeds. Unless applicable law provides otherwise, all payments received by Lender under

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

any funds held by Lender in one or more payments as required by Lender, no later

amount necessary to make up the deficiency in one or more payments as required by Lender.

or Borrower's option, either promptly paid to Borrower or received to pay the escrow items when due, the excess shall be

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be

If the amount of the funds held by Lender for the future monthly payments of funds payable prior to

Funds was made. The funds are pledged as additional security for the sums secured by this Security Instrument.

An annual accounting of the funds showing credits and debits to the funds and the purpose for which each debt to the

shall not be required to pay Borrower any interest or earnings on the funds. Lender shall give to Borrower, without charge,

that interest shall be paid on the funds, unless an agreement is made or applicable law requires interest to be paid, Lender

reporting service shall not be a charge for purposes of the preceding instrument to pay the cost of an independent tax

by Lender in connection with the funds and applicable law permits Lender to make such a charge. A charge assessed

Lender pays Borrower interest on the funds and applicable law permits Lender to pay the escrow items, unless

state agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay the escrow items,

basis of current data and reasonable estimates of future escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law, "escrow items," Lender may estimate the funds due on the

one-twelfth of (a) yearly amounts of round cents on the property, if any. These items are called "escrow items." and (d) yearly

lesashold payments which may attain priority over this Security Instrument, and (b) yearly

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"), equal to

2. Funds for Taxes and Insurance. Subject to applicable law, "escrow items," Lender may estimate the funds due on the

the principal of and interest on the debt evidenced by the Note and any prepayment charges due when due

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

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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 CANAL COMPANY'S PESTIGO 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 GONDOMINIUM RECORDS 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, INGRESSES AND EGRESSES, AND UTILITY SERVICES AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY, 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.  
MORTGAGOR ALSO MAKES GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO 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 RECITED AND STIPULATED AT LENGTH HEREIN.

ATTACHED HERETO AND MADE A PART THEREOF:

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1022.PRM (01/88) CMS

Form 1022 12/83

MULTI-UNIT CONDOMINIUM RIDER - SPLIT FORM - FINANCIAL INSTRUMENT

BETTY J. CHAKRIS HIS WIFE  
(Seal)

Borrower

KENNETH M CHAKRIS  
(Seal)

Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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. Unless amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument at the Note rate and F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any association unacceptable to the Lender.

- (iv) Any action which would have the effect of rendering the public liability insurance coverage available to the Owners Association of professional management and assumption of self-management of the Owners Association; or
- (v) Any amendment to any provision of the Condominium Document if the provision by condition or otherwise of eminent domain;
- (vi) Any abandonment or termination by the other co-owner of the Condominium Project, except for abandonment of a unit 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;
- (vii) The abandonment of termination of the Condominium Project, except for abandonment of a unit required by law in the partion of subdivided the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either with any condensation or other taking of all or any part of the Property, whether or of the common elements, or for any convenience in the sale of Condominium, the proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any claim for damage, including costs and expenses, to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent, as a coverage to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association sums secured by the Security Instrument, with any excess paid to Borrower.

In the event of a distribution of hazard insurance proceeds in the event of replacement following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned to Lender for application to the Borrower shall give Lender prompt notice of any lapse in coverage to the Owners Association.

To the extent that the required hazard insurance coverage is provided by the Owners Association policy, premium installments for hazard insurance on the property is deemed satisfied.

(i) Lender waives the provision in Section Covenant 2 for the monthly payment to Lender of worth of the year;

(ii) Borrower's obligation under Uniform Coverage 5 to maintain hazard insurance coverage on the Property is deemed satisfied.

Borrower shall provide Lender regular maintenance in the property, including repair and hazards incurred within the term, extended coverage; then:

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 applicable to Lender and hazards included within the term, extended coverage in the amounts, for the periods, and agrees to the hazards Lender requires, including fire and hazards included within the term, extended coverage; then:

A. Condominium Covenants. Borrower shall perform all of Borrower's obligations under the Condominium Project's Condominium Documents. The "Covenants" are the (i) Declaration of any other documents which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other agreements between Lender and Borrower.

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

The "Condominium Project". If the owners association of other entity which acts for the Condominium Project (the "Owners Association") holds title to the property for the benefit 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.

(Name of Condominium Project)

LAKE POINT TOWERS

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

(Property Address)

505 NO LAKE SHORE DRIVE UNIT 3004 CHICAGO, IL 60611

of the same date and covering the Property described in the Security Instrument and located at:  
HOUSESOLD BANK, F.S.B.  
(the "Lender")

The same date given by the undersigned (the "Borrower"), to secure the Security Deed (the "Security Instrument") of the Condominium into and shall be deemed to amend and supplement the Mortgages, Deed of Trust or Security Deed (the "Security Instrument") of