

UNOFFICIAL COPY

THIS MORTGAGE IS BEING RE-RECORDED TO INCLUDE THE CONDOMINIUM RIDER WHICH WAS
INCLUDE AT THE FIRST TIME OF RE-RECORDING

RECEIVED
APR 17 1989

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POST CLOSING

**THIS MORTGAGE IS BEING RE-RECORDED TO
INCLUDE PARAGRAPH REGARDING EASEMENT RIGHTS** DEPT-01 \$15.00
T#1111 TRAN 4879 11/29/88 13:26:09
#6232 # A * 88-547588

[Space Above This Line For Recording Data]

COOK COUNTY RECORDER

MORTGAGE

53053

(3184)

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 23
1988. The mortgagor is JUDY L. HUNTINGTON, DIVORCED NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to WEST AMERICA MORTGAGE COMPANY, A Colorado Corp.
which is organized and existing under the laws of THE STATE OF COLORADO, and whose address is
14707 E. 2ND AVENUE, AURORA, CO 80040 ("Lender").

Borrower owes Lender the principal sum of
SIXTY THREE THOUSAND NINE HUNDRED AND NO/100

Dollars (U.S.) **63,900.00**). 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 DECEMBER 1, 2018. 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 NUMBER 2836-3 IN SURF-CAMBRIDGE CONDOMINIUM AS DELINEATED ON A
SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 (EXCEPT THAT PART
FALLING WITHIN THE ROAD AS SHOWN ON PLAT DOCUMENT NUMBER 5525026 RE-
CORDED NOVEMBER 5, 1914) AND LOT 2 (EXCEPT THE SOUTH 12 1/2 FEET OF LOT
2) IN BLOCK 3 IN LE MOYNE'S SUBDIVISION OF THE SOUTH 16 ACRES OF THE
EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;
WHICH SURVEY IS ATTACHED AS EXHIBIT "A" THE DECLARATION OF CONDOMINIUM
RECORDED AS DOCUMENT NUMBER 88,506,238 TOGETHER WITH ITS UNDIVIDED
PERCENTAGE INTEREST IN THE COMMON ELEMENTS.**

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 recited and stipulated
at length herein.

14-28-122-004

VOLUME 486

which has the address of **2836 CAMBRIDGE-UNIT 3**

CHICAGO

(City)

60657

[Street]

Illinois

(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.

8 1 0 4 2 9 8

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

NMFC-8F(IIL) (8801)

VMP MORTGAGE FORMS • 1313/283-8100 • 1800/521-7201

Form 3014 12/83
Amended 6/87

88548588

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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, for laying 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 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 security instrument shall not apply in the case of acceleration under Paragraphs 13 or 17.

Securities Instruments, including, but not limited to, receivable balances, fees, and (d) takes such action as lender may reasonably require to assure the title of this security instrument shall continue unchanged. Upon delivery and acceptance by the payee, the payee shall have this security instrument, and its rights in the property and equipment by the lender.

(a) pays L different instruments; (b) ϵ entry of L instruments among which this L instruments are L community instruments; (c) ϵ entry of L instruments among which this L instruments are L community instruments.

enforcement of this Security Instrument prior to the earlier of (a) 5 days (or such other period as may be specified for enforcement) before the Security Instrument to any power of sale contained in this instrument or (b) the time specified in this instrument.

remedies available by this Security Instrument without further notice or demand on Borrower.

If Lenhard exercises this option, Lenhard 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 accrued by

peculiarities, without hindrance, and in accordance with the principles of the instrument.

11. Transfer of the beneficial interest in Borrower's property or a Beneficial interest in Borrower. If the ordinary practice of the law permits, the transfer of the beneficial interest in Borrower's property or a Beneficial interest in Borrower may be effected by a simple assignment of the beneficial interest in Borrower's property or a Beneficial interest in Borrower to the transferee in full or in part.

which can be given effect without the corrigible provisions. To this end the provisions of this Security instrument and the Note can be converted to be severable.

judicicision in which the Property is located. In the event that Security has been given by the Government, such security shall not affect other provisions of this Security instrument or the Note.

property address or any other address Borrower designs or any other address herein or any other address for any other addressee shall be given by first class mail to Lender's address stated herein or to Lender's address by notice to Lender. Any notice to Lender shall be given by mail to Lender at Lender's address or to any other address for any other addressee by notice to Lender. Any notice to Lender by mail to Lender at Lender's address or to any other address for any other addressee by notice to Lender shall be given by mail to Lender at Lender's address or to any other address for any other addressee by notice to Lender.

14. Notices. Any notice to Borrower or provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless otherwise specified. The notice shall be directed to the mailing address of Borrower as set forth in the instrument.

may critique his/her provision of the right to sue in circumstances where he/she has been denied a remedy by the relevant authority. Under such circumstances, the right to sue may invoke any remedies permitted by paragraph 19. If I consider exercise of this option, I need shall take the steps specified in the second paragraph of my code of conduct under section 19(1) of the Act.

partial preparation without any prepayment charge under the Note. If application of applicable laws has the effect of rendering any provision of this Note or this Security instrument ineffective to its terms, lenders at its option,

Permitted limits will be referred to as Borrower's "Permitted Margin" and "Permitted Excess Availability".

charges, and that law is finally implemented so that the universit^ts of other loan charges collected or to be collected in connection with the payment of loans already collected from Borroawer which exceeded the permitted limits. (d) Any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit. (e) Any sums already collected from Borroawer which exceeded the permitted limit.

12. **Loan Charges.** If the loan secured by this Security Instrument is subjected to a law which sets maximum loan charges or interest rates, then the maximum amount of interest or other charges shall be limited to the maximum amount allowed by such law.

that Borrower's interests 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, renew or modify the terms of this Security Instrument.

This security infrastructure shall bind and verify the successfactors and assignments of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covermarks and signatures shall be joined and verified. Any Borrower who certifies that his signature is co-signing this Note or is co-signing this Note only to mortgage, grant and convey his signature to his security instruments shall be liable for joint and several liability. Security instruments only to mortgage, grant and convey his signature to his security instruments shall be liable for joint and several liability.

11. **Succubors and Asyle**, **demands joint and Several Liability**; **Co-signers**. The co-contractants of small will not be a witness of reciprocal acts exercises of power or authority in accordance of law.

Leader shall not be required to submit his or her qualifications to the Board or its successors in interim proceedings. Any proceeding by the Board or its successors in interim proceedings may result in a finding that the member has violated the provisions of the original or other Board's rules or regulations.

modification of Bottower's all-out operation of the sums received by this Security Instrument granted by Borrower to any lender in interest.

10 the sums secured by this Security Instrument, whether or not then due.
11

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date the notice is made an award of title is claimed for damages, Borrower fails to respond in writing to Lender's notice within 30 days after the date the notice is paid to Borrower.

amount of the proceeds multiplied by (b) the fair market value of the property immediately before the taking. Any balance shall be held in escrow until such time as the title to the property is reconveyed to the owner.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Interest in accordance with the terms of the instrument shall be reduced by the amount of the principal balance outstanding at the time of the taking.

any condemnation or action for damages, or for costs of removal or replacement, or for any other claim or cause of action arising out of or in connection with the removal of the Property.

Borrowers shall pay the premium amounts required to obtain such term insurance coverage for the same period as the original coverage.

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NON-UNIFORM COVENANTS. Borrower and Lender agree to the covenants in the following:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Rider(s) to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Judy L. Huntington
JUDY L. HUNTINGTON/DIVORCED NOT SINCE REMARRIED

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

COOK COUNTY RECORDER
#8413 E * 62-24-3183
14555 T/RAN 1694 05/26/89 11:33:00
\$15.00 DEPT-01

Space Below This Line For Acknowledgment

18333 TRAN 3324 04/05/89 10:41:00
15624 E *-39-148183
COOK COUNTY RECORDER

89240818

STATE OF ILLINOIS,

I, *The undersigned*, a Notary Public in and for said county and state,
do hereby certify that JUDY L. HUNTINGTON, DIVORCED NOT SINCE REMARRIED
, personally known to me to be the same person(s) whose name(s) IS
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he / SHE
executed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein
intended and delivered the same under my hand and official seal, this 23rd day of November, 1988

Commission expires: 11/22/91

PREPARED BY: *Joan Gorman*
JOAN GORMAN
PARK RIDGE, IL 60068
1300 West Higginsurg Road
RECORD AND RETURN TO: 15

WEST AMERICA MORTGAGE COMPANY

SD148183

OFFICIAL SEAL
JOAN GORMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/22/91

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15.00 E

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ADDITIONAL
T-38-T55-004

СИСТЕМА
ДОКТ. Г. БАРИНМОУДАКОВА ВОЛ.

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88548589

ACIDS-CYANURIC ACID COMPOUND

5230 CUMBERIDGE-OMNIBUS CHICAGO ILLINOIS 2020A

¹ See the article by J. C. Scott, "The Politics of Inclusion and Exclusion," in this issue.

ARTICLE 10. COMMERCIAL CONTRACTS. The parties shall enter into a written commercial contract for the sale of the property, which shall contain all the terms and conditions agreed upon by the parties.