

# UNOFFICIAL COPY

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE CHAIN OF TITLE.

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STATE OF ILLINOIS  
COUNTY OF COOK

90106029

I, CAROL MOSELEY BRAUN, RECORDER, AND KEEPER OF THE RECORDS OF SAID RECORDER, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT THE FOLLOWING IS A TRUE AND CORRECT PHOTOGRAPHIC COPY OF THE RECORD OF A CERTAIN INSTRUMENT FILED IN SAID OFFICE THE THIRTY-FIRST DAY OF MAY 19 90 A.D. AS DOCUMENT NUMBER 90254060 RECORDED IN ~~BOOK~~ JACKET OF RECORDS, AT PAGE 5 PAGES.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT CHICAGO, THIS SEVENTEENTH DAY OF AUGUST 19 90 A.D.

Carol Moseley Braun  
RECORDER

PROPERTY OF Cook County Clerk's Office

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COUNTY CLERK

This document prepared by:  
E. M. Lipsey, V. P.  
In Charge Federal Savings and Loan Association  
One N. La Grange Road, In Grange, Illinois 60140

\_\_\_\_\_ (Name Area Not to Exceed 6-12)

THIS MORTGAGE ("Security Instrument") is given on May 29th

by the Mortgagor is Edward L. Gordon and Mary Kay Gordon, his wife

("Borrower"), to Security Instrument is given to  
In Grange Federal Savings and Loan Association  
which is organized or is being under the laws of the United States of America, and whose office is  
One N. La Grange Road, In Grange, Illinois 60140 ("Lender")

Borrower owes Lender the principal sum of Fifty-Eight thousand and 00/100

Dollars U.S. \$58,000.00

(\$58,000.00) is added to 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 \_\_\_\_\_

terms to Lender: (a) the repayment of the debt, with interest, and all arrears, 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  
PARCEL 1:  
Unit Number 2022 and 2072 in the Wilshire East Condominium, as delineated on a survey of the following described real estate:

Part of Outlot 3 in Indian Head Park Condominium Unit # \_\_\_\_\_, being a subdivision of part of the West Half of the North West Quarter of Section 27, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit "A" to the Declaration of the Wilshire East Condominium recorded as document 15077000 as amended from time to time, and is re-created by the Declaration of the Wilshire East Condominium recorded as document 20-100-14, together with its undivided percentage interest in the common elements.

PARCEL 2:  
Lessor for ingress and egress for the benefit of Parcel 1 do set forth in the Declaration of Easements, Covenants and Restrictions recorded as Document 21777000, as amended and supplemented from time to time.

RECORDING INDEX NO. 10-20-100-074-1016

which has the address of 125 Annala Circle 0202  
Chicago Illinois 60658  
("Mailing Address")

TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and such and all other now or hereafter a part of the property. All improvements 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 covenants and will defend generally, its title to the Property against all claims and demands subject to any encumbrances of record.

This SECURITY INSTRUMENT contains uniform covenants for national use and uniform covenants with similar variations by jurisdiction to constitute a uniform security instrument covering all jurisdictions.

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1. Payment of Principal and Interest, Prepayment and Late Charge. Borrower shall promptly pay when due the principal and interest on the Note as evidenced by the Note and any prepayment and late charge due under the Note...

The Funds shall be held in an escrow account the deposits or accounts of which are insured or guaranteed by a federal or state agency... Lender shall apply the Funds to pay the escrow items...

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due date of the escrow items, shall exceed the sum not required to pay the escrow items when due, the excess shall be...

Application of Funds. 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...

4. Charges, Taxes. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach priority or lien Security Instrument, and household payments or ground rents...

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...

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning included within the term "extended coverage" and any other hazards for which Lender requires insurance...

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...

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair, replace or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not impaired...

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

6. Preservation and Maintenance of Property, Leasehold. Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or become unsafe...

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...

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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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 its entry 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 the convenience 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 (entered as above) 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 mortgagee offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the award or settlement 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 covered 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 From Obligations By Lender Not a Waiver. Extension of the time for payment or modification or acceleration of the sums covered by this Security Instrument granted by Lender to any borrower in interest in the Property shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify acceleration of the sums covered 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 discharge of the exercise of any right or remedy.

11. Borrowers and Assign Beneficial 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 or amended so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted loan charge (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted loan charge, and (b) any sums already collected from Borrower which exceeded permitted loan charges will be refunded to Borrower. Lender may elect to make this refund by crediting the principal owed under the Note or by making a direct payment to Borrower. If a refund of principal is made, the collection will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment of legislation of applicable law 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 10. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notice. 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. If an 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 the 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 endorsed 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) 3 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. These 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 ensure 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 11 or 17.

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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 covered 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 sums 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 reinstatement costs.

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

23. Riders 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 in 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 line(s)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Escrow 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.

X *Edward L. Condon* (Seal)  
Borrower or Co-Borrower

X *Mary Kay Condon* (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
Name of the Lender or Assignee

STATE OF ILLINOIS                      COOK                      County of

I, **NORMAN H. LIPSEY**, a Notary Public in and for said county and state,

do hereby certify that **EDWARD L. CONDON AND MARY KAY CONDON, his wife**

, personally known to me to be the same person(s) whose name(s) are

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

signed and delivered the said instrument as  sole and  free and voluntary act for the uses and purposes therein

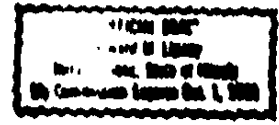
set forth.

Given under my hand and official seal, this **24th** day of **May**, 1990

My Commission expires: **10-1-91**

*Norman H. Lipsey*  
Notary Public

Mail to:  
La Grange Federal Savings and Loan Association  
One N. La Grange Road  
La Grange, Illinois 60525



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CONDOMINIUM RIDER 0 6 0

THIS CONDOMINIUM RIDER is made this 24th day of May 1990  
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  
LA GRANGE FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")  
with same date and covering the Property described in the Security Instrument and located at  
125 Augusta Circle #102, Indian Head Park, IL 60525  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project  
known as  
Wildshire Green Condominium  
(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 unit, 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  
"water" 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 "perils and coverage," then

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of  
the yearly premium installments for hazard insurance on the Property, and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property  
is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the  
Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be  
paid to Lender for application to the same 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, shall be assigned and shall be paid to Lender. Such proceeds  
shall be applied by Lender to the same secured by the Security Instrument or set as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except with 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 such 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 regarding any amount

By SIGNING BELOW Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider

*Edward L. Condon*  
Edward L. Condon

*Holly Kay Condon*  
Holly Kay Condon

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