

UNOFFICIAL COPY

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."

which has the address of 222 E. Chestnut # 19A, Chicago, Illinois ("Property Address"); 17-03-221-011-1045

Property of Cook County, Illinois

PIN #17-03-221-011-1045

90412328

444 Kous 72 712 83 F28

UNIT NUMBER 19 "A" IN 222 EAST CHESTNUT CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: LOT 33 AND THE WEST 15 FEET 6 INCHES OF LOT 34 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CRAWFORD TRUSTS' SUBDIVISION OF THE SOUTH

THIS MORTGAGE ("Security Instrument") is given on August 13, 1990, by the mortgagor American Bank & Trust Co., N.A. as trustee u/t/a dated March 5, 1986 a/k/a Trust # 6676999...

MORTGAGE

(Space Above This Line For Recording Date)

And should be mailed to: Dorothy Pennell, Chase Manhattan of Florida, 1900 Corporate Blvd., Boca Raton, Florida 33431, 861142-4

90412328

Prepared by: P. Brennan 1990 AUG 23 PM 3:36

COOK COUNTY, ILLINOIS FILED FOR RECORD

90412328

BOX 333-GC

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Property of Cook County Clerk's Office

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requesting payment. The date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

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.

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.

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 amount 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 unreasonable.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may accrue prior to the date of 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 to whom payment is due. Borrower shall promptly furnish to Lender receipts evidencing the payments.

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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 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 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 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.

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10/10/2010

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 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 of 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 17. 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 designated 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 designated 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.

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 remain unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereunder shall be 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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My commission expires:

Notary Public

19__ day of _____

GIVEN under my hand and official seal, this _____ day of _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, sealed and delivered before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

State of Illinois
County of _____

(Space Below This Line For Acknowledgment)

Borrower (Seal)

Borrower (Seal)

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.

- Other(s) [specify]
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Planned Unit Development Rider

Instrument, (Check applicable box(es))

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 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.)

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

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.

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. Lender shall release 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.

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.

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

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The terms and conditions identified in this instrument in the accompanying Exhibits are incorporated by reference into and shall amend and supplement the covenants and agreements of this Security Instrument. (Check applicable box(es))

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COOK COUNTY

Property of Cook County Clerk's Office

2011/10/01

COOK COUNTY CLERK'S OFFICE

9 0 4 1 2 3 22/26/90

Notary Public
A.D. 1990

My Commission Expires 12/26/90
Notary Public, State of Illinois
Kula Davidson
GIVEN under my hand and notarial seal, this
"OFFICIAL SEAL"
for the uses and purposes therein set forth.

of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal voluntarily act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, COMPANY of Chicago, and Assistant Secretary of said Company, who are personally known

DO HEREBY CERTIFY, that, **Peter Johansen** Vice-President of the **AMERICAN NATIONAL BANK AND TRUST** **Ante M. Luttkie** Assistant Secretary of said Company, in and for said County, in the State aforesaid, a Notary Public, in and for said County, in the State aforesaid,

STATE OF ILLINOIS
COUNTY OF COOK } ss.

KULA DAVIDSON
Peter Johansen

By **[Signature]**
At Trustee as aforesaid and not personally,
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
ATTEST **[Signature]**
Assistant Secretary

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said first Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the first Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 15th day of June, 1900.

Property of Cook County Clerk's Office

W. J. ...
Clerk of the Court

RECORDED

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 15th day of June, 1900.

RECORDED

THIS CONDOMINIUM RIDER is made this 13th day of August, 1986, and is incorporated into and shall be deemed to amend and supplement this 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 Chase Manhattan Financial Services, Inc. d/b/a Chase Manhattan of IL (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 222 E. Chestnut, # 19A, Chicago, IL 60611. (Property Address)

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

222 East Chestnut 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 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 of Condominium; (ii) Declaration of Condominium Project; (iii) by-laws; (iv) code of regulations; and (v) 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:
- (1) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 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 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!

(1) 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.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF MICHIGAN
NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE

UNDER TRUST NO. 107219

By: *[Signature]*
VICE PRESIDENT

Attest: *[Signature]*
American National Bank & Trust Co.,
Borrower
NBA, as trustee u/t/a dated March 12, 1986 s/k/a
Trust # 86769 and not personally s/n
(Seal) Borrower
(Seal)

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RECEIVED
(2007)

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
CHICAGO, ILLINOIS 60612

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
CHICAGO, ILLINOIS 60612

Property of Cook County Clerk's Office

RECEIVED
2007

Before each Change Date, the Note Holder will calculate my new interest percentage points to the Current Index. The Note Holder will then round the result of this addition to the nearest 1/8 of 1 percentage point (0.125%). Subject to the limits stated in Section 4(D) this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(C) Calculation of Changes

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The Index most recently available is the Index published in the standard statistical release issued by the Federal Reserve Board with the closest date prior to the 45th day before the Change Date. I understand that when the initial interest rate set forth in Section 2 above was established, the Index was 7.67% percent.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(B) The Index

The interest rate I will pay may change on the first day of September 1990, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(A) Change Dates

The Note provides for an initial interest rate of 9.75% percent. The Note provides for changes in the interest rate and the monthly payments, as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

IF MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHER. IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE LOWER. THE NOTE LIMITS THE MAXIMUM RATE THE BORROWER MUST PAY.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

[Property Address]

222 E. Chestnut # 19A Chicago, IL 60611

THIS ADJUSTABLE RATE RIDER is made this 13th day of August, 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 Adjustable Rate Note to Chase Manhattan Financial Services, Inc. d/b/a Chase Manhattan of IL (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

90412328

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1978
11/1/78

Page 1 of 3

The Board of Supervisors of Cook County, Illinois, hereby certifies that the following is a true and correct copy of the original as filed with the Board of Supervisors on this date.

The Board of Supervisors of Cook County, Illinois, hereby certifies that the following is a true and correct copy of the original as filed with the Board of Supervisors on this date.

The Board of Supervisors of Cook County, Illinois, hereby certifies that the following is a true and correct copy of the original as filed with the Board of Supervisors on this date.

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Property of Cook County Clerks Office

11/1/78

5/31/89 0903D

Page 2 of 2

Property of C...

(Seal) -Borrower

(Seal) -Borrower

90412328

By: _____
American National Bank & Trust
-Borrower (Seal)
Co., NBA, as trustee u/t/a dated March 17, 1986
a/k/a trust agreement # 66769 and not personally

(F) Notice of Changes
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by any applicable law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Addon.

(E) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the new amount of my monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

- [] 6 percentage points from the initial interest rate.
 - [] 5 percentage points from the initial interest rate.
 - [XX] 4 percentage points from the initial interest rate.
 - [] 3 percentage points from the initial interest rate.
- My interest rate will never be greater than 13.75 percent.
- [Check applicable box]

(D) Limit on the Interest Rate Changes
On any Change Date the interest rate may not increase or decrease more than 2 percentage points from the interest rate in effect immediately prior to the Change Date. Also, the interest rate may not increase or decrease over the entire term of the loan more than the number of percentage points indicated by "X" below:

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Property of Cook County Clerk's Office

1998 5 15 3

-FOLLOMER
(2591)

-FOLLOMER
(2591)

1998 5 15 3
-FOLLOMER
(2591)

RECEIVED

[Faint, mostly illegible text, possibly a receipt or acknowledgment form]

UNOFFICIAL COPY

9 0 4 1 2 3 2 8

90412328

Property of Cook County Clerk's Office

REFERENCE IS HEREBY MADE TO THAT CERTAIN MORTGAGE DATED
AUGUST 13, 1986, WHICH MORTGAGE IS ADDITIONAL SECURITY AND
COLLATERAL TO THE ABOVE REFERRED TO NOTE AND IS A FIRST
MORTGAGE LIEN AGAINST PROPERTY COMMONLY KNOWN AS 222 E.
CHESTNUT UNIT 19A, CHICAGO, IL. BORROWER HEREBY AGREES
THAT THE OCCURRENCE OF AN EVENT OF DEFAULT UNDER THAT
MORTGAGE OR ANY OTHER SECURITY INSTRUMENTS GRANTED IN
CONNECTION THEREWITH SHALL CONSTITUTE AN EVENT OF DEFAULT
HEREUNDER, ENTITLING LENDER TO PROCEED WITH ANY RIGHTS AND
REMEDIES AVAILABLE HEREUNDER AND ACCORDING TO LAW.

UNOFFICIAL COPY

62-5 1000

MS151A08

Property of Cook County Clerk's Office

ON THIS DAY OF FEBRUARY 1962
I, CLERK OF COURT, HAS THE
HONORABLE JUDGE OF SAID COURT
DECLARED AND ORDERED THAT
THE SAID INSTRUMENT BE
RECORDED IN THE PUBLIC
RECORDS OF SAID COUNTY
AND THAT A COPY BE
FURNISHED TO THE
PROPERTY OWNER AND TO
THE TAXPAYER AS
PROVIDED IN THE
OFFICIAL RECORDS OF SAID
COUNTY.