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90210487

89126021

09-58-28242

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 30**
19 90 The mortgagor is **ERIC C GORDON, A BACHELOR-----**

DEPT-01 RECORDING \$17.00
T#4444 TRAN 4295 05/07/90 15:20:00
WB007 # **90-210487**
COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to **SEARS MORTGAGE CORPORATION**
which is organized and existing under the laws of **THE STATE OF OHIO**, and whose address is
2500 LAKE COOK ROAD, RIVERWOODS, ILLINOIS 60015 ("Lender").
Borrower owes Lender the principal sum of **EIGHTY THREE THOUSAND SEVEN HUNDRED AND NO/100-----**

Dollar (\$U.S. \$ 83,700.00). 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 **MAY 1, 2020**. 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 LEGAL

90210487

PIN #16-07-129-034-1044

which has the address of

825 W. LAKE STREET UNIT #3-N
(Street)**OAK PARK**
(City)Illinois **60301**

(Zip Code)

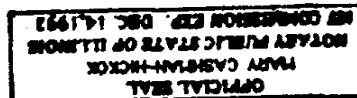
("Property Address");

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 seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
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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My Commission expires: 12-14-92

Given under my hand and official seal, this
1st day of April, 19th 19th

• personally known to me to be the same person(s) whose name(s) I subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary acts, for the uses and purposes therein

do hereby certify that *John C. Givens* is a *Minister*
of a *Methodist* *Church* in said *State* and *County* and *State*.

STATE OF ILLINOIS. County ss:

(Space Below This Line For Acknowledgment)

(Seal) -Bottower

Borrower
—(Seal)

Borrower
(See)

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(1835) ---

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BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY ADDENDUMS, EXHIBITS, OR SCHEDULES HERETO.

[Other(s)] [Specify] _____

Graduated Linear Development Rider ...
Planned Line Development Rider

This addendum, the addendum, the addendum and agreements of each such rider shall be incorporated into and shall amend and supplement the agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable boxes(es)]

23. Reasons to use this Security Instrument: If one or more trustees are excused by forfeiture and recorded together with the trustee(s) in the instrument, the instrument shall be considered valid if the original and valid original and

27. **Interest without charges to Borrower.** Interest shall be paid by the Borrower at the rate of one percent (1%) per month on the unpaid balance of the principal amount of the notes and securities.

and expenses incurred during those past due days, terms converted by the lessee to the lesser of the fees or costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receivers' bonds and reasonable attorney's fees, and then to the sums secured by this security instrument.

20. Under **Redemption**, when acceleration under paragraph 19 or abandonment
prior to the expiration of any period of redemption following judgment of the Property and at any time
appropriate received to enter upon, take possession of and manage the Property and to collect the rents of
the property shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
the property.

this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.

informal Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-extinction of a default or any other defense of Borrower to accelerate and foreclose. 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

defaulter; (c) a date, not less than 30 days from the notice is given to borrower, by which the defaulter must be cured and (d) that failure to cure the defaulter on or before the date specified in the notice may result in acceleration of the sums secured by this security instrument, foreclosed by judicial proceeding and sale of the property. The notice shall further

19. Acceleration: Remedies. Under shall live notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement to Borrower 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; and (c) the date by which Borrower must take the action required to cure the default.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice 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.

*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.

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18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have application law may specify for remonstrance before sale of the Property pursuant to any power of sale contained in this Secured instrument or if the Note held by the Note holder has accelerated. These conditions are that Borrower shall have the right to remonstrate if he or she is denied the opportunity to inspect the Property before sale or if the Note holder has delayed the sale of the Property for more than 15 days for such other period as applicable law may prescribe for remonstrance before sale of the Property or if the Note holder has delayed the sale of the Property for any time prior to the earlier of (a) 5 days for such other period as specified in this Secured instrument or (b) the date of the earliest of (i) the date when the Note holder has accelerated the Note, (ii) the date when the Note holder has given notice of acceleration, or (iii) the date when the Note holder has filed a complaint in a court of competent jurisdiction to foreclose the Note. The Note holder shall not be liable for any delay in the sale of the Property if the Note holder has given notice of acceleration and the Note holder has filed a complaint in a court of competent jurisdiction to foreclose the Note.

If the holder exercises his option and under such circumstances receives payment in cash, he may exercise his right to receive dividends paid by this Security instrument without further notice of demand or forfeiture.

16. Borrower's copy: Borrower shall be given one conforming copy of this Note and of this Security Instrument.

15. Governing Law; Severability. This Securities Interimment shall be governed by the laws of the State in which the Properties is located. In the event that any provision of this Securities Interimment is held to be contrary to the applicable law, such conflict shall not affect other provisions of this Securities Interimment or the Note which can be given effect without the conflicting provision. To this end the provisions of this Securities Interimment or the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Interest shall be given by telephone or in writing.

13. **Licensing** If enactment of legislation affects **Lenders' Rights**, if enactment of legislation affects the effect of any provision of the Note or this Security Instrument according to its terms, Lender, at his 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

12. Loan charges. If the loan secured by law, security instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest or other loan charges collected or to be collected in excess of, and the loan is finally interpreted so that the security instrument is subject to the Note or by making a direct payment to Borrower, it is referred to reduces principal, the reduction will be treated as a pretermitted period within the Note under the Note or by making a direct payment to Borrower, it is referred to reduces principal and under the Note or by making a direct payment to Borrower, it is referred to makes this refund by reducing the principal owed pretermitted period within the Note or by making a direct payment to Borrower, it is referred to makes this refund by reducing the principal owed necessary to reduce the charge to the permitted limit, and (c) any sums already collected from Borrower which exceeded the amount connected with the loan exceeded the permitted limit, the (a) any such loan charge shall be reduced by the amount

If the Properties is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnation offers to make an award of 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, either in its opinion, either to restoration of repair of the Property or to pay off the notes.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security, assessed and such part to be paid to the heirs.

9. Cancellation. - The proceeds of any award of claim for damages direct or consequential, in connection with any cancellation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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UNIT NO. 825-3N IN THE COURTLAND CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 4 AND 5 AND THE EAST 1/2 OF LOT 6 IN HOLLEY AND SMITH'S SUBDIVISION OF LOT 18 AND OF SUB LOTS 1 AND 2 IN SCOVILLE'S SUBDIVISION OF LOT 17 IN KETTLESTRING'S SUBDIVISION OF LAND IN THE SOUTH EAST CORNER OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 25987008, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARTY OF THE FIRST PART ALSO HEREBY GRANTS TO PARTY OF THE SECOND PART, HIS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTEnant TO THE ABOVE REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH

IN THE AFOREMENTIONED DECLARATION; AND PARTY OF THE FIRST PART RESERVES TO THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

RIDER ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED APRIL 30, 1990.

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LENDER'S I 09-58-28242

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30TH day of APRIL , 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 SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
825 W. LAKE STREET, OAK PARK, IL 60301

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements, of a condominium project known as: UNIT #3-N

COURTLAND 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 or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

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

(ii) Borrower's obligation under Uniform Covenant 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:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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


ERIC C. GORDON

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower