

BOX 333 - GG

return recorded document to:

2001 N. 14th Street

TOMN # 0000760425

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JENNIFER DEMIRO  
 MIDWEST MORTGAGE SERVICES, INCORPORATED  
 1901 SOUTH MEYERS ROAD, SUITE 300  
 OAKBROOK TERRACE, IL 60181

STOP: 10 21 3:19

90218441

[Space Above This Line for Recording Date]

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**MORTGAGE****\$16.00**

THIS MORTGAGE ("Security Instrument") is given on ..... MAY 9 ..... 1990. The mortgagor is ..... NANCY A. BIRD, ..... Xxxxxxxxxxxxxxxxxxxxxxx ..... DIVORCED AND NOT SINCE REMARRIED ..... ("Borrower").

This Security Instrument is given to ..... THE FIRST NATIONAL BANK OF CHICAGO ..... which is organized and existing under the laws of ..... THE UNITED STATES OF AMERICA ..... and whose address is ..... ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670 ..... ("Lender"). Borrower owes Lender the principal sum of

..... FIFTY-SEVEN THOUSAND ONE HUNDRED FIFTY & .00/1.00 ..... Dollars (U.S. \$ ..... 57,150.00 .. ). 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 ..... JUNE 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:

**PARCEL 1:**

UNIT NUMBER 618 IN THE KENNELLY SQUARE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN EAST AND ALSO CERTAIN LOTS IN EDSON'S SUBDIVISION OF LOT 11 IN NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25156051 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS:

**PARCEL 2:**

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NUMBER 25156050 IN COOK COUNTY, ILLINOIS.

2001 N. 14th Street Clerk's Office

which has the address of ..... 1749 N. WENTZ #618 ..... , CHICAGO ..... (Street) (city)

Illinois ..... 60614 ..... ("Property Address"); REAL ESTATE TAX I.D. #: 14-33-414-044-1085 (Zip Code)

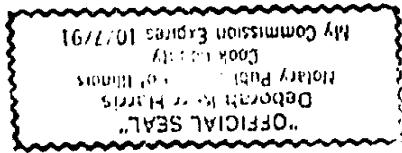
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte- nances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the fore- going 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 en- cumbrances 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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divided under my hand and sealed this 10th day of May, 1990, at [Redacted] in the County of [Redacted] State of Illinois.

I, NANCY A. BIRD, do hereby acknowledge that I am the owner(s) whose name(s) is subscribed to the foregoing instrument personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument as [Redacted].

IN WITNESS WHEREOF, I have signed and affixed my signature and seal to this instrument.

IN WITNESS WHEREOF, I have signed and affixed my signature and seal to this instrument.

NANCY A. BIRD, County of COOK, State of Illinois

(Space Below This Line For Acknowledgment)

Borrower: (Seal) [Redacted]

Borrower: (Seal) [Redacted]

Borrower: (Seal) [Redacted]

NANCY A. BIRD

BE SIGNED BY ME, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and to any addendum(s) executed by Borrower and recorded with the Clerk of Cook County, State of Illinois, for the protection of all sums secured by this Security Instrument.

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 notice of sale of the property, by judgment, decree or otherwise shall be entitled to enter upon, take possession of and manage the property and by judgment, decree or otherwise shall be entitled to receive payment of all sums secured by this Security Instrument, less fees and expenses incurred by this Security Instrument.

21. Release of Judgment, fees and costs of suit evidence. Any debts or obligations of the property and by judgment, decree or otherwise shall be entitled to receive payment of all sums secured by this Security Instrument, less fees and expenses incurred by this Security Instrument.

22. Waiver of Foreclosure. 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 into part of this Security Instrument. Each applicable box(es) were checked and shall amend and supplement the covenants and agreements of each Security Instrument as if the rider(s) were added thereto.

24. Rider to the 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 part of this Security Instrument. Each applicable box(es) were checked and supplement the covenants and agreements of each Security Instrument as if the rider(s) were added thereto.

25. Addendum to Adjustable Rate Rider.  Adjustable Rate Rider  Fixed Rate Rider  Planed Out Development Rider  Addendum to Adjustable Rate Rider  Condominium Rider  2-4 Family Rider  (Address) (Speedy)

NON-EXCLUSIVENESS. Borrower and Lender, jointly and severally, shall be liable for all damages resulting from the breach of any covenant or agreement to which either party is a party.

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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 or 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 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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If Lender requires a mortgage insurance as a condition of making the loan secured by this Security Instrument, Lender shall pay the premium required for the insurance in accordance with Borrower's and Lender's written agreement or clause in the instrument, unless otherwise provided in the instrument or by law.

**8. Inspection.** Lender or his agent may make reasonable entries upon and inspect clauses of the Property, Lender shall be entitled to enter the premises at any time of or prior to an inspection specifically regarding the instrument or any award or claim for damages, or for conveyance in lieu of condemnation, to inspect the instrument or to make a claim for damages, unless otherwise agreed to by Lender in writing. The sums so secured immediately before the taking, divided by (b) the fair market value of the Property, unless otherwise agreed to by Lender in writing, the sums secured by this Security instrument shall be reduced by the amount of the Property, unless otherwise agreed to by Lender in writing, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the Property, unless otherwise agreed to by Lender in writing, the sums secured by this Security instrument in the event of a total taking of the instrument, whether or not Lender is given notice of it, and (b) the fair market value of the Property, unless otherwise agreed to by Lender in writing, the amount of the proceeds of the instrument to be received by Lender.

**9. Condemnation.** The proceeds of any award or claim for damages, or for conveyance in lieu of condemnation, in connection with any condemnation or other taking of any part of the Property, or for any other purpose, shall be paid to Lender, to whom such amount, less Lender's expenses, shall be paid by the condemnor, unless otherwise agreed between Lender and the condemnor, in accordance with the instrument or by law.

**10. Borrower Not Responsible For Payment.** Payment of any sum secured by this Security instrument or any interest thereon shall be made by Borrower and Lender shall not be liable to Lender for any sum or interest so paid by Lender, except as otherwise provided in the instrument or by law.

**11. Successors and Assigns.** This Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, unless otherwise provided in the instrument or by law.

**12. Lender Not Responsible For Payment.** If the instrument is applied for payment of a debt due or to become due, Lender shall not be liable for any sum so paid by Lender or any other person to whom payment may be made, except as otherwise provided in the instrument or by law.

**13. Lienholder Affording Rights.** If a creditor of Lender who has filed a garnishment or attachment or any other proceeding against Lender in respect of debts due him, or of whom Lender is not advised, may lawfully attach, garnish, or sue on the instrument in the same manner as he attaches or sues on any other instrument, Lender shall not be liable to such creditor for any sum so paid to him by Lender, except as otherwise provided in the instrument or by law.

**14. Notices.** Any notice to Borrower or to Lender which is given in accordance with the instrument or by law shall be given in writing, addressed to the party to whom it is given, and shall be deemed to have been given when delivered to the party to whom it is given.

**15. Governing Law; Severability.** This Security instrument shall be governed by the laws of the state or territory in which the instrument is made or by the law of the state in which Lender resides.

**16. Borrower's Copy.** Borrower shall be given one copy of this Note and of this Security instrument and the Note are deemed to be severable.

**17. Transfer of the Property or a Beneficial Interest to Borrower.** If all or a part of the Property or

**18. Right to Release.** If Borrower makes a bona fide demand for payment of this Note and of this Security instrument and Lender fails to pay the same in full, Lender shall release this Security instrument to Borrower, unless otherwise provided in the instrument or by law.

**19. Death or Disability of Lender.** In case of the death or disability of Lender, Lender's estate or Lender's personal representative shall be entitled to receive payment of the Note in accordance with the instrument or by law.

**20. Assignment by Lender.** Lender may assign the Note or any interest therein to another person, and Lender may transfer the Note to another person by record or otherwise.

**21. Substitution of Lender.** In case Lender dies or becomes disabled, or if Lender is unable to act, Lender may substitute another person in Lender's stead, and Lender shall not be relieved of Lender's liability on the Note.

**22. Waiver of Notice.** Lender waives notice of non-payment of the Note and Lender waives notice of non-acceptance of the Note, except as otherwise provided in the instrument or by law.

**23. Payment by Lender.** Lender may pay the Note and Lender may make payment in part, and Lender may make payment on behalf of Borrower.

**24. Substitution of Borrower.** In case Borrower dies or becomes disabled, or if Borrower is unable to act, Borrower may substitute another person in Borrower's stead, and Borrower shall not be relieved of Borrower's liability on the Note.

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 9<sup>TH</sup> 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 THE FIRST NATIONAL BANK OF CHICAGO (the "Lender")  
 of the same date and covering the Property described in the Security Instrument and located at  
1749 N. WELLIS, CHICAGO, ILLINOIS 60618 [Property Address]

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

KENNEDY SQUARE

[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 amounts, 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.

*Nancy A. Bird* (Seal)  
**NANCY A. BIRD**

(Seal)  
 Borrower

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