980 883

90254982 UNOFFICIAL TO COMPANY

. Daly for Jeanne Peterson

Harris Trust And Savings Bank 111 West Monroe Street 60603 Chicago, IL

### MORTGAGE

THIS MORTGAGE is made this day of 90, between the Mortgagor, Chuck F. Jarrard, III, a bachelor January

\$18.00 (herein "Borrower"), and the Mortgagee,

HARRIS TRUST AND SAVINGS BANK

, a corporation organized and

existing under the laws of THE STATE OF ILLINOIS whose address is 111 WEST MONROE STREET, CHICAGO, IL

(herein "Lender").

WHEREAS. Borrower is indebted to Lender in the principal sum of U.S. \$ 90,000.00 which indebted ies is evidenced by Borrower's note dated January 11, 1990 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on January 11, 1991

To Secure to Linder the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with in c. st thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the cover an , and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the follo vir g described property located in the County of

SEE ATTACHED.

14-33-330-014-0000 43 PERMANENT INDEX NUMBER:

COOK COUNTY. ILLINOIS FILED FOR RECORD

1990 MAY 31 PM 4: 12

which has the address of

1632 N Hudson, Unit 6

Illinois

60614 Zip Code

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

ILLINOIS-SECOND MORTGAGE-1/80-FHMA/FHLMC UNIFORM INSTRUMENT

Form 3814

Please Mail to: Harris Trust & Savings Bank Ill W. Monroe-LLW P. O. Box 755 Chicago, IL 60690 Attn: Jan Hutchinson

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account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Bortower shall pay all costs of recordation; if any.

21. Waiver of Homestead, Borrower hereby waives all right of homestead exemption in the Property.

Adjustable Rate Rider

- 10. Burrower Not Released forburance By Linder Note Walve. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be do med to have been given to Borrower or Lender when given in the manner designated herein.

- 13. Governing Ly w: Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have equinst parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. 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 Porrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender nay, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.
- If Lender exercises this option, Lender shall give Borrower patice 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice of demand on Borrower.
  - NON-UNIFORM COVENANTS. Borrower and Lender further covenant and seree as follows:
- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, up in Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on a conference that the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lettdel's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further dimend and may foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if; (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 Mortgage. The receiver shall be liable to

hereby assigned and shall be plied to ander sampleet to the fet me of any mortgine, drei ment with a lien which has priotit over this Mortgage. o t ust or other security agreeany condemnation or other taxing of the Property, or part thereof, or for conveyance in Ileu of condemnation, are 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay

Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid

and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are deed of trust if such holder is an institutional lender. sach payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or

the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender

they fall due, Borrower shall buy to Lender any amount necessary to make up the deficiency in one or more payments as the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of taxes, assessments, it sitting premiums and ground rents as they fall due, such excess shall be, at Borrower's option, the due dates of taker, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to Funds are pleded as additional security for the sums secured by this Mortgage.

Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under paragraph (?) hereof the Property is sold or the Property is otherwise acquired by Lender. Upon payment in full of all rains secured by this Mortgage, Lender shall promptly refund to Borrower any Funds Lender may require.

held by Lender at the time of application as a redit against the sums secured by this Mortgage.

Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note, the Note and paragraphs I and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by 3. Application of Payments. Uniess. pplicable law provides otherwise, all payments received by Lender under

4. Prior Mortgages and Deeds of Trust; Charge: Llens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security a reement with a lien which has priority over this Mortgage.

assessments and other charges, lines and impositions attrioutable to the Property which may attain a priority over this including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes,

insured against loss by fire, hazards included within the term "ex'ero,'d coverage", and such other hazards as Lender 5. Hazard Insurance. Borrower shall keep the improvement, now existing or hereafter erected on the Property Mortgage, and leasehold payments or ground rents, if any,

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided. may require and in such amounts and for such periods as Lender may require.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make or other security agreement with a lien which has priority over this Mortgage. Lender shall have the right to hold the policies and renewals thereof, subject to 'Argerns of any mortgage, deed of trust acceptable to Lender and shall include a standard mortgage clause in item of and in a form acceptable to Lender. that such approval shall not be unreasonably withheld. All insurance policie, and tenewals thereof shall be in a form

authorized to collect and apply the insurance proceeds at Lender's option either to restoration or Lenderty notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for incrementation. Lender is If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date proof of loss if not made promptly by Borrower.

or to the sums secured by this Mortgage.

in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mc 19, ge is on a unit rower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the 6. Preservation and Maintenance of Property; Leascholds; Condominiums; Planned Unit Developments. Bor-

Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this tions of the condominium or planned unit development, and constituent documents. declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regula-

Borrower's and Lender's written agreement or applicable law. maintain such insutance in effect until such time as the requirement for such insutance terminates in accordance with insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall

related to Lender's interest in the Property. provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

PARCEL 1:

UNIT NUMBER of IN HUDSON NEWS TOWNHOUSE COMBONINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOTS 20, 21, 22, 23, 24 AND 25 IN DIVERSEY'S SUBDIVISION OF BLOCK 54 OF CANAL PROFESS' SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL HERIDIAN IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTICHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINUM RECORDED AS DOCUMENT NUMBER 88171668 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

#### PARCEL 2:

EASEMENTS FOR INGRESS, EGRESS, SUPPORT AND UTILITIES FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26158126, AMENDED BY DOCUMENT NUMBER 88148707 AND 88171667.

#### PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1, FOR LIGHT AND AIR, AND FOR PEDESTRIAN INGRESS AND EGRESS AND ENERGENCY VEHICULAR TRAFFIC AS SET FORTH IN DECLARATION RECORDED AS DUCUMENT 25685091.

#### PARCEL 4:

EASEMENT FOR EXCLUSIVE RIGHT TO USE OF PARKING STACE 90 AS DELIVEATED ON THE SURVEY ATTACHED AS EXHIBIT 11 TO THE DECLARATION RECORDED AS DOCUMENT NUMBER 26158126.

Atopological Country Clerk's Office

### UNOFFICIAL FOR BY 3 2

THIS COL	NDOMINIUM RIDER is m	ade this 11 th	day of	January	19. 90
and is incorpora	ited into and shall be dee	med to amend and	upplement the Mo	ortgage, Deed of Trust or er") to secure Borrower's	Security Deed (the Note to
HARR	IS TRUST AND SAVI	NGS BANK		*****************************	(the "Lender")
of the same date	and covering the Proper 632 N Hudson, Uni	ty described in the St. 6, Chicago,	ecurity Instrument IL 60514  Address	and located at:	****************
				mmon elements of, a cor	ndominium project
known as:		IUDSON MEWS TO			, , ,
******************			ominium Project]		***************************************
"Owners Associ	iation") holds title to p	wners association o roperty for the bene	r other entity whi fit or use of its m	ch acts for the Condom tembers or shareholders, and benefits of Borrower's	the Property also
			evenants and agre	ements made in the Sec	curity Instrument,
Borrower and Le	ender further covenant a	nd agree as follows:			
Project's Consult creates the Cond promptly pay, wi	tur.it Documents. The 'lor.inium Project; (ii) by hen fur, all dues and asse	'Constituent Docum -laws; (iii) code of re essments imposed pu	nents" are the: (i) gulations; and (iv) rsuant to the Cons	wer's obligations under Declaration or any othe other equivalent document tituent Documents. ith a generally accepted in	r document which nts. Borrower shall
"master" or "bla coverage in the	anket' poi y on the Cor amounts, for the period	ndominium Project s, and against the h	which is satisfactor	ry to Lender and which pluires, including fire and	provides insurance
	'extended coverage," the				
				onthly payment to Lende	er of one-twelfth of
	um installments for haza			hazard insurance covera	ge on the Property
ic deemed satisfie	ed to the extent that the	equired coverage is n	rovided by the Ow	ners Association policy.	ge on the Froperty
Borrower	shall give Lender promp	ot notice of any lapse	in required hazard	insurance coverage.	
				estoration or repair follo	wing a loss to the
paid to Lender fo	r application to the sums c Liability Insurance. B	secured tytle Secu orrower shall take s	rity Instrument, wi uch actions as ma	Borrower are hereby ass ith any excess paid to Bor by be reasonable to insur- unt, and extent of coverage	rower. e that the Owners
D. Conde connection with a clements, or for a	emnation. The proceeds any condemnation or oth any conveyance in lieu of	of any award or c. air ner taking of all or a of condemnation, are	n for damages, dire n, part of the Prop har oy assigned a	ect or consequential, paya erty, whether of the unit and shall be paid to Lend	ble to Borrower in or of the common er. Such proceeds
E. Lende		rower shall not, exc	ept after actice to	vided in Uniform Covenar o Lender and with Lend	
(i)	the abandonment or ter	mination of the Co	ndominium Projec	t, except for abandonme in the case of a taking by	nt or termination condemnation or
		provision of the Con	tituent Document	s if the provision is for the	express benefit of
Lender; (iii) or	termination of profession	onal management ar	d assumption of se	df-mane coment of the Ov	vners Association;
(iv) the Owners Assoc	ciation unacceptable to L	ender.		liability in urance covers	
Any amounts dist Instrument, Unles	bursed by Lender under t ss Borrower and Lender	this paragraph F sha	ll become additiona of payment, these a	ents when due, then Lend al debt of Borrower see in amounts shall bear interes in Lender to Borrower rec	ed by the Security of from the date of
By Signing Belo	ow, Borrower accepts an	d agrees to the terms	and provisions cor	ntained in this Condomin	ium Rider.
			12	10	ن سرد
			Chuck	. Jarrard, III	(Seal) -Berrower
	•		***********	********************************	(Scal)
					-Borrower

Property of County Clerk's Office

#### ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 11th day of January, 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 (the "Note") to HARRIS TRUST AND SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1632 N Hudson, Unit 6, Chicago, IL 60614

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE MAXIMUM RATE THE BORROWER MUST PAY.

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

#### INTEREST RATE CHANGES

The Note provides for an initial interest rate of 11.000%. The Note provides for changes in the interest rate as follows:

- (A) Change Dates

  The interest rate I will pay may change concurrently with and in an amount equal to each increase or decrease in the Index. Each date on which my interest rate could change is called a "Change Date."
- Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the highest prime rate prolished daily in the Money Rate Section of The Wall Street Journal. The most recent index figure available as of the Change Date is called the "Current Index." 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.
- (C) Calculation of Changes
  On each Change Date, the Note Holder will calculate my new interest by adding ONE percentage points (1.00%) to the Current Index.
- (D) Limits on Interest Rate Changes
  My interest rate will never by greater than 25.00%.
- (E) Effective Date of Changes
  My new interest rate will become effective on each Change Date.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Chuck Varrard, III

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