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[Space Above This Line For Recording Data]	#6861 # 38 # -90-3159 5066931	703

MORTGAGE

	THIS MORTUAGE ("Security Instrument") is given on	June	29	•
19	90 The mortgagor is JOHN G. DALY and	GAIL M. DAL	.Y	
		HIS WIFE	("Borrower"). 1	his Security Instrument is given to
	OUSEHOLD BAPK J.s.b., A FEDERAL SAVING			, which is organized and existing
une	der the laws of THE UNITED STATES OF AME	RICA	, and whose ac	idress is
	255 EAST LAKE STREET, BLOOMING!	DALE, ILLINO	IS 60108	("Lender").
	prower owes Lender the principal sum of			
Tv	wo Hundred Seventy Four Thousand Five Hu	indred and n	io/100	
	Dollars (U.S. \$			
dat	ted the same date as this Security Instrument ("Note"), wh	ich provides for	monthly paymer	its, with the full debt, if not paid
				. This Security Instrument
	cures to Lender: (a) the repayment of the debi evidenced			
	diffications: (b) the payment of all other sums with interest			
	curity Instrument; and (c) the performance of burnaris of			
Νo	ite. For this purpose, Borrower does hereby mortally, gri	ant and convey 1	to Lender the fol	lowing described property located
ln	COOK			County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

125

which has the address of

2735 N. GREENVIEW UNIT C

CHICAGO

[City]

Illinois

60614 [Zip Code]

[Street] ("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 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 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 Amended 5/87 UNIFORM COVENANTS. To the covenant and agree as follows

1. Payment of Principal and Interest; Propaying the Charges. Borower 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 walver 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. 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. 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 excraw 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 ull of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under pa agraph 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 excited 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: mot, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under pergraph 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. Economy 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 profit, 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, ege) proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Froperty; 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 pinols 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 incurance 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 lesson, a. 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 four, paying real-chaolic actomous' teastand entering on the Eropety to make gepairs. 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 be payable with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

- 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of 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 settly 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 Forrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due data of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrower No 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 flability 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
- agreements of this Security Instrument shall binn and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall binn and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenant fund agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (-) 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 Let der 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 contrower 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 accepted 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 mry invoke any remedies permitted by paragraph 19. 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 Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 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, easy able attorners' felis; and (d) tales auch action as Lender has reasonably require to assure that the lien of this Security instrument hender rights in the Projecty of Borrower, this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

- 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 20. Lender : 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 e.g. collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
- 21. Release. Upon payme it of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 22. Waiver of Homestead. Purpwer waives all right of homestead exemption in the Property.
- 23. Riders to this Security increment. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and supplement 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. [Check applicable box(es)]

[Check applicable box(es)])_			
Adjustable Rate R	ider X	Conduction Rider		1-4 Family Ric	der
Graduated Payme	nt Rider 🔲 f	Planner/ Unit Develo	pment Rider		
Other(s) [specify]		C			
BY SIGNING BELOW, Bo in any rider(s) executed by B	orrower and recorded with	ih it.	SHING BALY	in this Security Instrum	(Seal) -Воггоwer(Seal) -Воггоwer(Seal) -Воггоwer(Seal) -Воггоwer
	COCK	This Line For Ack		lije.	
STATE OF ILLINOIS,		C	County ss:		
do hanhidearthy that JOH	UNDERSIGNED IN G. DALY and GA Instrument, appeared before instrument as	his wife, pers re me this day in p	sonally known to me to erson, and acknowled	be the same person(ged that the before the uses and purpo	s) whose name(s) ア
	official seal, this 29th	day of	June		1990 .
My commission expires: 6/	19/9/		Busto (Eller Oya	
PREPARED BY AND MAIL TO) :			voiding i dono	
Pat Majerchin HOUSEHOLD BANK fatar 255 E. LAKE STREET (Adda			OFFICIAL HISTI AL HARY PUELIC, S NY COMMISSION I	TATE OF ILLINOIS	
BLOOMINGDALE, IL	60108			· - - ·	

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THE PART TO SECTION WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARK LANE TOWNHOME AS DELINEATED AND DELINED IN THE DECGARATION RECORDED AS DOCUMENT NUMBER 82-248724, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIOSAN, IN COOK COUNTY, ILLINOIS.

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALA RIGHTS, EASEMENTS AND COVENAUTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECTTED AND STIPULATED AT LENGTH HEREIN.

p.i.n.# 14-29-302-012, 14-29-302-014, 14-29-302-015, 14-29-302-016, 14-29-302-017, 14-29-302-018, 14-29-302-657, 14-29-302-058 (UNDERLYING PROPERTY)

UN COMPONIO LA GEROLER (1) PY 12 3

THIS CONDOMINIUM RIDER is made this 29th	day of Juna	, 1990, and is
incorporated into and shall be deemed to amend and supplem		
the same date given by the undersigned (the "Borrower") to s HOUSEHOLD BANK fsb	ecure the Borrower's Note to	(the "Lender")
of the same date and covering the Property described in the S	Security Instrument and located at:	
2735 N. GREENVIEW UNIT C	CHICAGO, IL 606	14
	(Property Address)	
The Property includes a unit in, together with an undivided into	erest in the common elements of, a conc	dominium project known as:
PARK LANE		
[Name	of Condominium Project)	
(the "Condominium Project"). If the owners association or oth holds title to the property for the benefit or use of its members association and the us proceeds and benefits of Borrower's	s or shareholders, the Property also incl	
CONDOMINIUM COVENANTS. In addition to the difference over and agree as 1 illows:	convenants and agreements made in the	Security Instrument, Borrower and Lende
A. Condominium Obliga ic is. Borrower shall perf Documents. The "Constituent Documents" are the: (i) Declarat (ii) by-laws; (iii) code of regulations; and (iv) other equivalent d imposed pursuant to the Constituent Documents.	tion or any other document which create	es the Condominium Project;
B. Hazard Insurance. So long as the Cwners Association of the Condominium Project which is satisfact periods, and against the hazards Lender requires, including fire	ory to Lender and which provides insure	ance coverage in the amounts, for the
(i) Lender waives the provision in Uniform Compremium installments for hazard insurance of	r 1're property; and	
(ii) Borrower's obligation under Uniform Covena to the extent that the required coverage is p Borrower shall give Lender prompt notice of any lapse in re	provide a by the Owners Association police	
In the event of a distribution of hazard insurance proceeds the unit or to common elements, any proceeds payable to Borr sums secured by the Security Instrument, with any excess paid	ower are her by assigned and shall be	
C. Public Liability Insurance. Borrower shall take maintains a public liability insurance policy acceptable in form, in		
D. Condemnation. The proceeds of any award or cl with any condemnation or other taking of all or any part of the in lieu of condemnation, are hereby assigned and shall be paid the Security instrument as provided in Uniform Covenant 9.	Property, whether of the unit crafthe	common elements, or for any conveyance
E. Lender's Prior Consent. Borrower shall not, expartition or subdivide the Property or consent to:	cept after notice to Lender and with Len	ndar's minr written consent, either
(i) the abandonment or termination of the Condo case of substantial destruction by fire or othe (ii) any amendment to any provision of the Cons	er casualty or in the case of taking by continuent Documents if the provision is for	ondemnation or eminent domain; the express benefit of bender;
 (iii) termination of professional management and a (iv) any action which would have the effect of rer Association unacceptable to the Lender. 		
F. Remedies. If Borrower does not pay condominium amounts disbursed by Lender under this paragraph F shall bec Borrower and Lender agree to other terms of payment, these as shall be payable, with interest, upon notice from Lender to Borrower.	ome additional debt of Borrower secured mounts shall bear interest from the date	d by the Security Instrument. Unless
BY SIGNING BELOW, Borrower accepts and agrees to the term		dominium Rider.
Jala A Dal)	•	90315903
OHN G. DALY Borros	eal)	(Seal) Borrower
Brie m. Duly	_	
GAIL M. DALY	98.l)	(Seal)