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90316743

(Sign Above This Line For Recording Use)

MORTGAGE

010036377

THIS MORTGAGE ("Security Instrument") is given on JUNE 26, 1990.
The mortgagor is EDWARD A. TANZMAN AND ELLEN L. PARTRIDGE, HIS WIFE
("Borrower"). The Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK, which is organized and existing
under the laws of UNITED STATES OF AMERICA, and whose address is 1 SOUTH DEARBORN, CHICAGO, ILLINOIS 60603 ("Lender").
Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND
AND NO/100 Dollars (U.S. \$ 150,000.00). 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 AUGUST 1, 2005. This Security Instrument secures (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, advençed 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 CD08,
Cook, Illinois:

UNIT 2-B AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED
PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):
SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

DEPT-01 RECORDING
780004 TRAN 0772 07/10/90 10074386
13557 6 G 11-37-13 202-6 2
COOK COUNTY RECORDED

MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS
AND ASSIGNS AS RIGHTS AND EASEMENTS APPURTEAIN TO THE ABOVE DESCRIBED
REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY
SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND
EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS
SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS,
AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE
PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH
HEREIN.

14-28-105-072-1C14

which has the address of 3100 NORTH SHERIDAN ROAD-UNIT 2B, CHICAGO
City Illinois 60657 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances,
rights, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the
property. All improvements 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.

ILLINOIS - Single Family - MSA/PRINC UNIFORM INSTRUMENT

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RECORDS AND RETURNS TO:
BOX #165
CHICAGO, IL 60603
GME RIVERFRONT
PREPARERS BY:
Attn: Commissioner Edward J. Mihalek
SACRED HEART, Bishop of Chicago
DEPARTMENT OF HOMELAND SECURITY
160 North LaSalle Street, Suite 1000
CHICAGO, IL 60690-1000

MURKIN
MURKIN, BERNARD A.

NY COMMERCIAL DIVISION CLERKS

day of January, 1998, at 9:00 AM

BERNARD A. TANAHAN AND BILLY L. MATTISON, HIS WIFE
and County and State, do hereby certify that
they, signed and delivered the said instrument
before me this day in person, and acknowledged that
personally known to me to be the same Person(s) whose names
are subscribed to the same Person(s), whose names
they are and their signatures are affixed thereto.

STATE OF ILLINOIS, COOK COUNTY, THIS

I, THE NOTARY PUBLIC IN AND FOR

COUNTY OF COOK, STATE OF ILLINOIS

BORN: 10/14/1954
SS: 43-10451-120
SIGNATURE: *BILLY L. MATTISON*
BERNARD A. TANAHAN
BILLY L. MATTISON

IN MY OPINION SWORN, SIGNED, SUBSCRIBED, AND SWORN TO, IN THE PRESENCE OF, OR IN THE PRESENCE AND BY SIGNING HEREBEFORE, DURING THE TIME OF, OR PRIOR TO, THE EXECUTION OF THIS SECURITY INSTRUMENT, AND
BY SIGNING HEREBEFORE, HE CERTIFIED AND DECLARED AS OF THIS DATE, THAT NO PERSON, OTHER THAN THE DEBTOR, WAS PRESENT AT THE SIGNING OF THIS SECURITY INSTRUMENT.

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

<input checked="" type="checkbox"/> Adhesive Rate Rider	<input type="checkbox"/> Credit Rate Rider	<input type="checkbox"/> Adhesive Prepayment Rider	<input type="checkbox"/> Fixed Rate Rider	<input type="checkbox"/> Credit Prepayment Rider
<input checked="" type="checkbox"/> Adhesive Rate Rider	<input type="checkbox"/> Fixed Rate Rider	<input type="checkbox"/> Credit Rate Rider	<input type="checkbox"/> Credit Prepayment Rider	<input type="checkbox"/> Adhesive Prepayment Rider

22. Owner of the residence. Borrower shall pay any consideration due under the rights of habitation, excepted in this paragraph.
 23. Owners of the residence. Borrower shall pay all other debts due under the rights of habitation, excepted in this paragraph.
 24. Owners of the residence. Borrower shall pay any amount of any consideration due under the rights of habitation, excepted in this paragraph, to the extent necessary to cover the reasonable expenses incurred by the creditor in collecting or defending such amount, and to the extent necessary to cover the reasonable expenses incurred by the creditor in foreclosing on the property and collecting any deficiency left after the sale.

25. Owner of the residence. Borrower shall pay all taxes and assessments due under the rights of habitation, excepted in this paragraph, to the extent necessary to cover the reasonable expenses incurred by the creditor in collecting or defending such amount, and to the extent necessary to cover the reasonable expenses incurred by the creditor in foreclosing on the property and collecting any deficiency left after the sale.
 26. Owners of the residence. Borrower shall pay all amounts due under the rights of habitation, excepted in this paragraph, to the extent necessary to cover the reasonable expenses incurred by the creditor in collecting or defending such amount, and to the extent necessary to cover the reasonable expenses incurred by the creditor in foreclosing on the property and collecting any deficiency left after the sale.

27. Mortgagor. Mortgagor shall pay all taxes and assessments due under the rights of habitation, excepted in this paragraph, to the extent necessary to cover the reasonable expenses incurred by the creditor in collecting or defending such amount, and to the extent necessary to cover the reasonable expenses incurred by the creditor in foreclosing on the property and collecting any deficiency left after the sale.
 28. Owners of the residence. Borrower shall pay all amounts due under the rights of habitation, excepted in this paragraph, to the extent necessary to cover the reasonable expenses incurred by the creditor in collecting or defending such amount, and to the extent necessary to cover the reasonable expenses incurred by the creditor in foreclosing on the property and collecting any deficiency left after the sale.

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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 there are, 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 it, after notice by Lender to Borrower that the condemnor refuses to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Satisfaction By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any jurisdiction by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns; Joint and Several Liability; Co-Agents.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is broadly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 10. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 10.

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 provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 fails 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, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall 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.

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disbursement; or the Note rate due date shall be paid in full, a sum ("Funds") equal to one-twelfth of the amount disbursed by Lender to Lender under the Note.

2. Funds due dates and disbursements shall be paid in full, a sum ("Funds") equal to one-twelfth of the amount disbursed by Lender to Lender under the Note.

1. Payment of principal and interest and late charges due under the Note:

2. Payment of principal and interest and late charges due under the Note:

3. Payment of principal and interest and late charges due under the Note:

4. Payment of principal and interest and late charges due under the Note:

5. Payment of principal and interest and late charges due under the Note:

6. Payment of principal and interest and late charges due under the Note:

7. Payment of principal and interest and late charges due under the Note:

8. Payment of principal and interest and late charges due under the Note:

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender to make up the deficiency in the Note.

If the amounts of the Funds held by Lender, together with the future monthly payments of Funds to make up the deficiency in the Note, are insufficient to pay the deficiency in the Note, Lender shall pay to Borrower an amount necessary to make up the deficiency in the Note.

The Funds shall be held by Lender, in an account, for the purpose of making a charge against the Funds and deposits to the Funds and the purpose for which each deposit to the Funds was made. The Funds are pledged as additional security for the rights secured by this Security Instrument.

2. Funds due dates and disbursements shall be paid in full, a sum ("Funds") equal to one-twelfth of the amount disbursed by Lender to Lender under the Note.

UNIFORM COVENANTS Borrower and Lender, agree as follows:

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RIDER - LEGAL DESCRIPTION 10 / 49

UNIT 2-B AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): LOTS 2 AND 3 IN E. P. BROUSSAUS REGULAR DIVISION OF ALL THAT PART LYING WEST OF LAKEVIEW AVENUE OF LOTS 21, 22, 23 AND 24 IN CULVER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 20 RODS OF THE NORTH 60 RODS ALSO THE SOUTH 1/4 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 16, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 8, 1969 AND KNOWN AS TRUST NUMBER 39170 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 21785692; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

16-28-105-072-1014

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED JUNE 26, 1990 A.D..

80316749

DPS 049

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Property of Cook County Clerk's Office

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CONDOMINIUM RIDER

010036377

THIS CONDOMINIUM RIDER is made this 26TH day of JUNE 1990, and is incorporated herein 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 CITIBANK, FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 3100 NORTH SHERIDAN ROAD-UNIT 2B, CHICAGO, ILLINOIS 60657. (the PROPERTY ADDRESS)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 3100 NORTH SHERIDAN ROAD. (NAME OF CONDOMINIUM PROJECT)

(the "Condominium Project"), is 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.

CONCLUDING 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 for 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 "extreme coverage," then:

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

(ii) Borrower's obligation under Uniform Covenant 3 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 purpose 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 augmenting payment.

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

EDWARD A. YASMIN
ELLEN L. PARTRIDGE

(Seal)

(Seal)

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