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NON-UNIFORM COVENANTS. Betrevery and Lender further opvenant and agree as follows: assembles following Borrower's breach convenient flowering flowering flowering flowering flowering to excloration seder peragraphs 13 and 17 union services agreement or generation while flowering floweri Mp (9) (c) # 40fe,

COCK COUNTY, ILLINOIS

1993 JUL -3 PH 2: 29

90317834

(Space Above This Line For Recording Date)

\$16.00

THE TERMS OF THIS LOAN MORTGAGE 0057472845

CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOOM PAYMENT AT NATURITY.

THIS MORTGAGE ("Security Instrument") is given on JULY 2

1990 The mortgagor is NATTHEN REPASY, EACHELOR

("Borrower"). This security Instrument is given to NETROPOLITAN FINANCIAL MORTGAGE CONFUNATION
which is organized and entire under the laws of THE STATE OF MINNESOTA
425 ROBERT STRIKE NORTH, SUITE 500
ST. PAUL, MINNESOTA 55101-2019
Borrower owes Lender the principal sum of

, and whose address is

(''Lander'').

Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND AND NO/100

Dollars (U.S. \$ 100,000,000). 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, 1997. This Security Instrument secures to Lender: (a) the repayment of the d bt 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 mostgage, crant and convey to Lender the following described pagasity located in COOK

UNIT MUMBER 401 IN 2201 MORTH CLEVYLIND COMBONINIUM AS DELIMEATED ON A SURVEY OF LOTS 25 TO 28 IN HUSTO'S SUBDIVISION OF THE SOUTH PART OF BLOCK 13 IN CANAL TRUSTERS' LUPTIVISION OF SECTION 33, TOMBERP 40 MORTH, RANGE 14 BAST OF THE TRIED PRINCIPAL MERIDIAN, (ERRETNAPTER REFERRED TO AS PARCEL) WEICA SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF COHDOMIZION MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTER UNDER 'ROST AGREEMENT DATED DECEMBER 2, 1977 KNOWN AS TRUSTER UNDER 'ROST AGREEMENT DATED DECEMBER 2, 1977 KNOWN AS TRUSTER UNDER 2872 BY CORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24256262, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

04-33-114-048-1018

which has the address of 2201 N. CLEVELAND AVENUE-UNIT 401

CHICAGO

**Illinois** 

60614 [Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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 - FRMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 Amended 5/87

print of galest terms of payment, these amounts shall bear interest in payment, with interest, upon notice from Lender to Borrower additional debt of Borrower secured by

Then Leader may do said pay for whatever is necessary to protect the Property to Circles and Circles a rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations),

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a lesschold, Borrower acquires fee title to the Property, allow the Property to deteriorate or the Borrower acquires fee title to the Eroperty, in continue.

7. Protection of Lender's Mights in the Property; Mostgage 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 richard in the Security instrument, or there is a legal proceeding that may significantly affect Lender's richard in the Borrower in banking as a service of the particular in the 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 richard that the Borrower is benefit to be the contained to the contained to the service of the particular in the Borrower in the Borrower in the Borrower in the Borrower in the contained to the service of the bank of the service of the Borrower in the Borrower is the contained to the service of the bank of the service of the Borrower in the Coverage of the Borrower in the Borrower in the Borrower in the Coverage of the Borrower in the Coverage of the Borrower in the Borrower in the Borrower in the Coverage of the Borrower in the Borrower i

Instrument immediately prior to the acquisition.

6. Preservation and Managements of Fresee of Proporty; Learsholds. Borrower shall not destroy, damage or substantially

or positions the due due of the monthly payments referred to in puregraphs 1 and 2 or change the amount of the payments if under puregraph 19 the Property is acquisition shall pass to Lender to the extent of the sums secured by this Security from demage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend

when the notice is given. Library, Leasant may some proof or most mane proof or Leasant by proceeds shall be applied to restoration or repair of the Property demograf, it the restoration or repair is not become accounting the property of the property of constitutions or repair is not become accounting to the same accounting the fensible or Leader's security would be lessened the insurance proceeds shall be applied to the same accounting the fensible or Leader within 30 days a notice from Leader the insurance carrier has considered to settle a chain, their Leader may soldent within 30 days a notice from Leader the insurance carrier has offered to settle a chain, their Leader may soldent the insurance proceeds. Leader may use the proceeds to restore the Property or to pay sums accured by this Security Instrument, whether or not then due. The 33-day period will begin when the notice is about

All incurance 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 give promptly give to Lender all receipts of paid premiums and renewal netices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender: Lender many sanks proof of loss if not show promptly by Borrower.

5. Hannel beareness, Borrower shall best imponements now existing or hereafter erected on the Property insurance by tire, hazards included within the term "extern" decreases" and sny other hazards for which Lender requires. The insurance requires insurance that its amount in the periods that Lender requires. The insurance carrier providing the insurance shall be capean by Borrower subject to a mire's approval which shall not be unreasonably carrier providing the insurance shall be capean by Borrower subject to a mire's approval which shall not be unreasonably

days of the giving of notice.

paid their the payments. It accrows that the principle of the principle of the payments that payments are payments and the payments.

Some agrees in writing to the payment of the obligation recurred by the lien in a manner acceptable to Lender; (b) connects in good faith the lien by, or defends against superceased by the lien in a manner acceptable to Lender; (b) connects in to prevent the enforcement of the thin or forthing a fam part of the Property; or (c) secures from the holder of the best an agreement entitlementy to Lender subordinating, (b) thus to this Security Instrument. If Lender holder of the part of the Property is subject to a time which may attain, (at its Security Instrument, Lender may give Borrower and Englishment of the subject to a time which may attain to this Security Instrument, Lender may give Borrower and the sixth and

If the amount of the Funds head by Lender, together with the future monthly payments of Funds payable prior to the due dates of the secrow items, shall exceed the amount required to pay the excrow items when due, the excess shall be, at Borrower of the funds payable to Borrower or monthly payments of Funds. If the amount of the Funds hald by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any Committee of Sorrower or more payments as required by Lender. Borrower shall pay the Broperty in one or more payments as required by Lender. Borrower shall pay the Broperty is sold or acquired by Lender, Lender shall pay lender than immediately prior to the same accured by this Socurity Instrument.

3. Application 1. Application 1. The Broperty of its acquired by Lender, Lender shall apply, no paragraphs 1 and 2 and 1. The Property is sold or acquired by Lender. Brinds at the lender than immediately prior to the same accured by this Socurity Instrument.

3. Application 1. Application 1. The Property of its accurate, all payments received by Lender as the paragraphs. I and 2 and 2 and 2 and 3 and

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It is the property of the property of the property of the property over to a written waiver by Lender, Borrower shall be not the decreased on the decreased the property of the property over the property beauty mortage of the property of the property over this Security Instrument; (b) yearly nortage of the property of the property over this Security Instrument; (b) yearly nortage of the property of the property over this Security Instrument; (b) yearly mortage current dens and remonstally entered the property of save; (c) yearly heard insurance premiums; and (d) yearly mortage current dens and remonstally the father are called "tecrow items." Lender may estimate the Funds due on the basis of the property of the property (feeluding lender it the father). Lender may estimate the Funds due on the basis of the property (feeluding lender it the funds to make such as charge for charges for shalling the such as property.) Lender pay decrease of the propose of the property in the funds in the funds and applicable the periods to make such a charge for shalling the property (feeluding lender in the funds and applicable the former and Lender may agree in writing that increase across the property of the such as a charge for purposes of the property for the such to burder and best to the funds are pleaged as agreement in make such the purpose for within and to pay linears and the purpose of the such pays in the funds and applicable the funds and the purpose for within the funds and applicable the such as the funds and the purpose of the funds and applicable the funds and the purpose of the funds and applicable the funds and the purpose of the funds and additional accurate the funds and the funds and applicable the funds and the funds and the funds a

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. Impection. 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.

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 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 fate of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Walvar. Extension of the time for payment or modification

of amortization of the sures occurred 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 sourced 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.

11. Successors and Assigns Bound: I plant and Several Liability; Co-algaers. The covenants and agreements of this Security Instrument shall bind and beneal 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 to 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 many and 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 interes 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 the refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reductor rejection, 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 19. If Lender exercises this option, Lender shall take the steps specifically, 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'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 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 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.

THIS CONDOMINIUM RIDER is made this 2ND day of JULY , 1990 , and is insorporated into and shall be deemed to smend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Sorrower") to secure Sorrower's Note to METROPOLITAN FINANCIAL MORTGAGE CORPORATION

(the "Lander")

of the same date and covering the Property described in the Security instrument and located at:

#### 2201 N. CLEVELAND AVENUE-UNIT 401, CHICAGO, ILLINOIS 60614

**Property Address** 

The Property Includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 2201 NORTH CLEVELAND

#### (Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which sets 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 ecvenants and agreements made in the Security Instrument, Sorrower and Ler or further ecvenant and agree as follows:

- A. Condominum Obligations Sorrower shell perform all of Sorrower'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. Sorrower shell promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance (%) long as the Owners Association meintains, with a generally accepted insurance carrier, a "master" or "blanket" policy or, the Condominium Project which is satisfactory to Lender and which provides Insurance coverage in the amounts, for the periods, and against the hazarda Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Government 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for head? 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 incurance enverage.

In the event of a distribution of hexard har aree 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 Sorrower.

- 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 accounts in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for demages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any plat 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 Instrumer's as provided in Uniform Covenant S.
- E. Lender's Prior Consent. Borrower shall not, except after number to Lender and with Lender's prior written consent, either partition or subdivide the Property or ecceent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by taw in the case of substantial destruction by fire or other occupity or in the case of a taking by condomination 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;
- (iv) any action which would have the effect of rendering the public liability insurance overage maintained by the Owners Association unacceptable to Lender.
- F. Ramedies. If Borrower does not pay condominium dues and assessments when due, thun Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower are as if by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interval 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.

Mitte. Y.	
MATTEN REPAST	- Borrowei
	(Seat)
	-Borrowei
	-Bottowe
	i Seel
	-Borrows (Sign Original Only)

**DPS 044** 

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Proberty of Cook County Clerk's Office e sylvania e e e