

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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\$18.00

(Space Above This Line For Recording Data)

THE TERMS OF THIS LOAN **MORTGAGE** 73-2300-9  
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on **JULY 10**  
19 90 The mortgagor is **FIRST CHICAGO BANK OF RAVENSWOOD AS**  
**TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 1987 AND KNOWN AS TRUST**  
**NUMBER 25-0309 and not individually**  
("Borrower"). This security instrument is given to **LASALLE NORTHWEST**  
**NATIONAL BANK**  
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** and whose address is  
**4747 WEST IRVING PARK ROAD**  
**CHICAGO, ILLINOIS 60641** ("Lender").  
Borrower owes Lender the principal sum of  
**FIFTY FOUR THOUSAND SIX HUNDRED AND NO/100**

Dollars (U.S. \$ **54,600.00**). 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, 1995**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois;

UNIT 3-W IN OLIVE STREET CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 45 AND THE WEST 20 FEET OF LOT 46 IN BLOCK 6 IN ASHLAND AVENUE AND CLARK STREET ADDITION TO EDGEWATER IN THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25232733, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

14-06-412-056-1006

which has the address of **1655 OLIVE-UNIT 3W** **CHICAGO**

Illinois **60660** ("Property Address");  
(Zip Code)

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 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 - FNMA/FHLMC UNIFORM INSTRUMENT



VMP MORTGAGE FORMS • 101 S. 20TH ST. • 1-800-621-7281

Form 3014 12/83  
Amended 5/87

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. 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 escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened, 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 demand and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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11. **Successors and Assignee; Bound; Joint and Several Liability; Co-Defenders.** The covenants and agreements of this Security Instrument shall bind and severally affect all successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several liability Borrower who signs this Security Instrument shall be liable to Lender and the other co-defenders under this Security Instrument in the same manner as if he or she were a party thereto. The terms of this Security Instrument shall be binding upon Borrower and his heirs, executors, administrators, successors, assigns, and personal representatives.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers no value to Borrower, Borrower is authorized to collect and apply the proceeds, at its option, either to restoration of the property or to the sum secured by this Security Instrument, whether or not the date due or postponed exceeds the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Required; Foreclosure by Lender Not a Waiver. Extension of the time for payment of amortization, or failure to pay monthly installments, shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Required; Foreclosure by Lender Not a Waiver. Extension of the time for payment of amortization, or failure to pay monthly installments, shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

12. Borrower's Successor in Interest. Any successor in interest to Borrower, or to the condominium offered to the condominium, may exercise any right or remedy shall not be a waiver of or precludes the exercise of any right or remedy.

If Lender requires restructured mortgagor insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to insure the mortgagor with Borrower's and Lender's written agreement or application for the insurance. Premiums in accordance with Borrower's and Lender's terms of payment shall be paid monthly in advance by Borrower to the insurance company. Premiums in accordance with Borrower's and Lender's terms of payment shall be paid monthly in advance by Borrower to the insurance company.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-A Family Rider.

14-06-412-056-1006

M. L. S. F. [Signature]

14-06-412-056-1006

1-4 FAMILY RIDER is made this **JULY 1, 1990**,  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the  
Security Instrument) of the same date given by the undersigned (the "Borrower"), to secure Borrower's Note to  
LASCALIE NORTHWEST NATIONAL BANK  
1655 OLIVE-UNIT 3W, CHICAGO, ILLINOIS 60660  
of the same date and covering the property described in the Security Instrument and located at  
1-4 FAMILY COVENANTS, in addition to the covenants and agreements made in the Security Instrument, Borrower and  
Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not break, agree to or make a change in the use of the  
property or its zoning classification, unless Lender has agreed in writing to the changes. Borrower shall comply with all  
laws, ordinande regulations and requirements of any government body applicable to the property.

B. SUBORDINATE LEVENS. Except as permitted by federal law, Borrower shall not allow any loan inferior to the Security  
Instrument to be placed against the property without Lender's prior written permission.

C. HENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for  
which insurance is required by Uniform Covenant 5.

D. BORROWER'S RIGHT TO REMISSION; DELETED. Uniform Covenant 8 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the property and all  
security deposits made in connection with leases of the property. Upon the assignment, Lender shall have the right to  
modify, extend or terminate the existing leases or to execute new leases, in Lender's sole discretion. As used in this  
section, "lease" means "sublease," if the Security Instrument is on a leasehold basis.

F. ASSIGNMENT OF RENTS. Borrower authorizes Lender to assign and transfers to Lender all the rents and revenues of the  
property. Borrower authorizes Lender to collect the rents and thereby directs each tenant  
benefit of Lender only, to be applied to the sums secured by the Security Instrument, until Lender shall be entitled to collect  
all rents received by Borrower. Prior to Lender's notice to Borrower of Borrower's  
breach of any agreement in the Security Instrument, Borrower shall collect and receive all rents and recoveries  
of the property to pay the rents to Lender or Lender's agent as provided in the security instrument. This assignment of rents  
and collection of rents by Lender or Lender's agent is for the benefit of Lender and Borrower. The assignment of rents is an absolute  
assignment and not an assignment for additional security only.

G. CROSSL-DEFAULT PROVISION. Borrower, default or breach under any note or agreement in which Lender has an  
interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the  
Security Instrument.

H. SECURITY INSTRUMENT. Any default or breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

I. SECURITY AGREEMENT. AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 1987 AND KNOWN AS TRUST (See)  
RAVENSWOOD FIRST BANK OF CHICAGO BANK  
NUMBER 25-8309 and my individual  
BORROWER (See)

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## MORTGAGE EXONERATION RIDER

90349043

This MORTGAGE is executed by **First Chicago Bank of Ravenswood**, not personally not as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said **First Chicago Bank of Ravenswood**, hereby warrants that it is possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said **First Chicago Bank of Ravenswood** personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or Indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said **First Chicago Bank of Ravenswood** personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look **solely to the premises** hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability not the guarantor, if any.

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DPS 044

Land Trust Society

(Sign Original Only)  
-Borrower  
(Seal)

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-BORROWER

NUMBER 25-8309 and now individual

THE FIRST CHICAGO BANK OF  
RAVENSWOOD  
AS TRUSTEE UNDER TRUST AGREEMENT DATED  
JANUARY 19, 1987 AND KNOWN AS TRUST.  
-Borrower  
(S-81)

FIRST CHICAGO BANK OF

BY SIGNING BELOW, YOU AGREE TO THE TERMS AND PROVISIONS CONTAINED IN THIS RANDOM NUMBER RIDER.

F. Remedies. If Borrower does not pay nondominium dues and assessments when due, Lender may pay them. Any amounts disbursed by Lender under this paragraph for shall be payable, with interest, upon notice from the Borrower requesting payment. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest at the Note rate set forth in the Note, upon notice from the Borrower requesting payment.

(iii) any amendment to any provision of the Constitution Document if the provision is for the express benefit of a particular domain;

(iv) termination of professional management and assumption of self-management of the Owners Association by Lender;

(v) termination of professional management and assumption of self-management of the Owners Association.

E. Lenders's Prior Consent. Borrower shall not, except as set forth in Section 8, shall be applied by Lender to the sums secured by the Security interest, notwithstanding any provision to the contrary of any other document or instrument of a like nature.

C. Public liability Insurance Borrows shall take such actions as may be reasonable to insure that Owners  
Associated malfunctions a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award of damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or the unit or the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

(iii) Borrower's obligation under Uniform Government Contract to maintain hazard insurance coverage on the Property is satisfied to the extent that the required coverage is provided by the Owners Association.

Within the term "extended as to age," then, coverage in the amounts for the periods, and against the hazards named, including the hazards included

pay, when due, the costs and assessments imposed pursuant to the Constitution Document.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Condominium Documents. The "Constitution Document" or any other document which creates the Condominium Project, the Condominium Laws, and the Code of Regulations; and (iv) other documents.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Deed, the parties agree to the following:

The Property includes 8 units in, together with an individual interest in the common elements of, a condominium project known as OLIVE STREET CONDOMINIUMS.

1655 OLIVE-UNIT 3W, CHICAGO, ILLINOIS 60660

of the same date and covering the Property described in the Security Instrument and located at:  
**THE WOODMANSTAFF MALL, 1000 WOODMANSTAFF DR., WINNIPEG, MB**  
(the "Lender")

This CONDOMINIUM DEED is made this 20<sup>th</sup> day of September, 1955, and is incorporated into and shall be deemed to amend and supplement the Mortgages, 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 LASALLE NATIONAL BANK.

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Property of Cook County Clerk's Office

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