

Box 169  
+ Return To:  
**UNOFFICIAL COPY**

THIS INSTRUMENT WAS PREPARED IN PAPERBACK COUNTY, ILLINOIS  
FIRST ILLINOIS MORTGAGE CORPORATION OF ILLINOIS  
1440 RENAISSANCE DRIVE  
PARK RIDGE, ILLINOIS 60068 1990 JUN 3 PM 1:30  
CAROL ARDELL

90368787

[Space Above This Line For Recording Data]

**MORTGAGE**

1990 THIS MORTGAGE ("Security Instrument") is given on **JULY 27,**  
1990 by **JOHN A. HILLMAN, A SINGLY MARRIED** The mortgagor is

**\$16.00**

("Borrower"). This Security Instrument is given to  
FIRST ILLINOIS BANK OF EVANSTON, N.A.  
which is organized and exists under the laws of **THE UNITED STATES**  
800 LAVAL STREET, EVANSTON, ILLINOIS 60204 , and whose address is

Borrower owes Lender the principal sum of **FORTY FIVE THOUSAND SIX HUNDRED AND 00/100** ("Lender").

Dollars (U.S.) **45,600.00**). 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 FIRST, 2020**. 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 NUMBER 11-B IN 5100 MARINE DRIVE CONDOMINIUM AS DELINEATED ON PLAT OR  
SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 15 AND 16 IN WHITE GATE AND PROOFPOOT'S SUBDIVISION OF BLOCK 4 IN ARGYLE  
IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO

ACCRETION TO LOT 16 APRESAIDI LYING WESTERLY OF THE WEST BOUNDARY LINE OF  
LINCOLN PARK AS ESTABLISHED BY PLAT RECORDED MARCH 31, 1990 AS DOCUMENT NUMBER  
4179883 PURSUANT TO DECREE ENTERED JULY 18, 1993 IN CASE NUMBER 28010 IN  
CIRCUIT COURT OF COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS  
EXHIBIT "L" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER  
TRUST AGREEMENT DATED FEBRUARY 1, 1969 AND KNOWN AS TRUST NUMBER 27019 AND  
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS  
DOCUMENT NUMBER 25203727, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN  
THE COMMON ELEMENTS.

PI# 14-08-403-028-1099

5100 N. MARINE DR. #11B

CHICAGO

which has the address of

60640

[Street]

[City]

Illinois

[Zip Code]

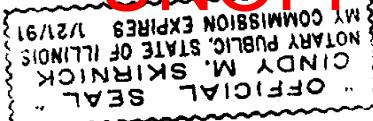
("Property Address")

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: DURHAM

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MTCB

Notary Public

Cindy M. Skirnick  
OFFICIAL SEAL  
Given under my hand and official seal, this  
day of July, 1990.

My commission expires 1-21-91

Given under my hand and official seal, this

set forth,

Signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
, personally known to me to be the same person(s) whose name(s)

do hereby certify that

, a Notary Public in and for said county and state,

I, the undersigned

STATE OF ILLINOIS,

County ss:

C. A. C.

[Space Below This Line for Acknowledgment.]

Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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.
22. Waiver of Homeowner. Borrower waives all right of homestead exemption in the Property.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, but may retain to the sum of \$100.00, less reasonable attorney fees and costs of little evidence.
20. Lender in Possession. Upon acceleration 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 judicial appointment) 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, fees, including, but not limited to, receiver's fees, premiums on receiver's bonds and collection of rents, including, but not limited to, payment of all sums secured by this Security Instrument.
19. Acceleration; Remedies. Lender shall give notice to Borrower to accelerate following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following a default of 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 notice, by which the default must be cured; and (d) the date 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 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 his option 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 attorney fees and costs of little evidence.

18. 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 following a default of 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 notice, by which the default must be cured; and (d) the date 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 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 his option 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 attorney fees and costs of little evidence.

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

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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 accordance with 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 it, 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 date 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 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 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; Joint and Several Liability; Co-signers.** 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 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 Borrower which exceed 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 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 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.

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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 to Borrower requesting payment.

Lender's actions may include paying any sums secured by a lien which has priority over this Security Interest, applying reasonable attorney fees and costs to make repairs. Although Lender may take action in court, paying reasonable attorney fees and costs to make repairs. Lender's rights over this Security Interest, applying reasonable attorney fees and costs to make repairs. Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations). Then agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property prior to the date of this Agreement or instrument, Lender shall pay to do so.

7. Protection of Lender's Rights in the Property: Mortgagor fails to perform the covenants and

shall not merge unless Lender agrees to the merger in writing.

8. Preservation and Maintenance of Property: Lender, 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, Borrower

the Property, allow the acquisition of common waste. If this Security Instrument is on a sublease, change of security

Lender prior to the date of this Agreement or instrument, Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition shall pass to Lender to any insurance policies and proceeds resulting

from damage to the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

if Lender participates in the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments,

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall not exceed or

note is given.

Lender may make proof of loss if not made promptly by Borrower.

Lender may hold the policy and renew it in the event of loss, Borrower shall give prompt notice to the insurance carrier and

of paid premiums and renewals, if Lender renews, Borrower shall include a standard mortgage clause. Lender

shall have the right to hold the policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. All insurance policies and renewals chosen by Borrower subject to Lender's approval which shall not be unreasonable withheld.

All insurance shall be maintained in the amounts and for the period, the Lender requires. The insurance carrier

providing the insurance shall be liable for the term, "extended coverage", and any other hazards for which Lender insured against loss by fire, hazards included within the term, "extended coverage", and any other hazards for which Lender insured

against the loss of any part of the Property, or (c) secures from the holder of the loan an agreement to prevent the entry to a lien which may attach over this Security Instrument, if Lender determines that any part of the Property

is subject to a lien or subordination the lien to the holder of the funds and Lender may give Borrower a notice identifying the entrainment of the loan or forfeiture of any part of the Property, or (d) contains in good faith

in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (e) contains in good faith

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees

to amend this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing

under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid

pay these obligations in the same manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them in any

way which may attain priority over this Security Instrument, and leasehold payments attributable to the Property

to amounts payable under paragraph 2; fourth, to meet the charges due under the Note; third,

3. Application of Proceeds. 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,

fourth, to amounts payable under the Note; and last, to principal due.

If the amount of the funds held by Lender, together with the future monthly payments of funds payable prior to the

date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at

the discretion of Lender, either to pay the escrow items when due, or to apply the excess to the funds held by Lender

and reasonable estimates of future escrow items.

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

Lender or 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 attach priority over this Security Instrument; (b) yearly mortgage insurance

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.

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

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower and Lender shall pay when due the prin-

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THIS CONDOMINIUM RIDER is made this 27TH day of JULY, 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

FIRST ILLINOIS BANK OF EVANSTON, N.A. (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

5100 N. MARINE DR. #11B CHICAGO ILLINOIS 60640  
[Property Address]

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

5100 MARINE DRIVE  
[Name of Condominium Project]

(the "Condominium Project"). If 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.

**CONDOMINIUM 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 on 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 "extended coverage," then:

(i) Lender waives the provision of Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard 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 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 provision 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 1 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 requesting payment.

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

*Gregory A. Durham* (Seal)  
Borrower

GREGORY A. DURHAM  
(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Sign Original Only)

0382826