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COOK COUNTY CLERK'S OFFICE

CHICAGO, ILL.

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DOCUMENT NUMBER

91489112

REMARKS

SHOT WRONG.

CORRECTED

9/27/91

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91489112

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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".

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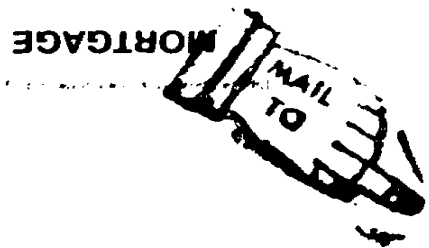
which has the address of 3150 N. LAKE SHORE DR. UNIT 3F CHICAGO ILLINOIS 60657

UNIT 3-F TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 3150 NORTH LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22844948, IN THE NORTHEAST QUARTER 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 14-28-200-004-1005

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 September 1, 2021. The Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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:

Borrower owes Lender the principal sum of Fifty Eight Thousand and No/100 Dollars (\$ 58,000.00). This Security Instrument is given to GREENWICH CAPITAL FINANCIAL, INC. whose address is 600 E. Las Colinas Blvd., #1802, Irving, TX 75039 (Lender).

The mortgage is SEAN BARWAMET, A BACHELOR, and LORRAINE C. FORD, A SPINSTER (Borrower). THIS MORTGAGE ("Security Instrument") is given on August 30, 19 91



91489112

Loan #: 54039268 Process #:

GREENWICH CAPITAL FINANCIAL, INC. 2211 YORK ROAD, #402 OAK BROOK, IL 60521

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If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept, use and return these payments as a loss reserve in lieu of mortgage insurance. Lender shall pay payments in accordance with the requirements of the mortgage insurance policy and shall provide a copy of the policy to the insured.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 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. 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. 11. **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 to extend time for payment or otherwise modify any award 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.

12. **Successors and Joint and Several Liability; Co-owners.** 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 13. Borrower's covenants and agreements shall be joint and several. Any Borrower who signs this Security Instrument but does not execute the Note (a) is deemed to agree that Borrower's interest in the sums secured by this Security Instrument and the Property under the Note is not personally obligated to pay the sums secured by this Security Instrument, and (b) 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. 13. **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 amount 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.

14. **Notice.** 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 if the notice is given to the address given in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the 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; 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. However, if Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of (a) 20 days or such other period as applicable law may specifically permit for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) the term of a judgment enforcing this Security Instrument. These conditions are that Borrower (a) pays all sums which other covenants or agreements of this Security Instrument require, including, but not limited to, (i) any other covenants or agreements of this Security Instrument, and (ii) any other covenants or agreements of this Security Instrument, including, but not limited to, any reasonable attorney's fees; and (c) takes such other actions as Lender may reasonably require to assure that the sum 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 paragraph 17.

18. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of (a) 20 days or such other period as applicable law may specifically permit for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) the term of a judgment enforcing this Security Instrument. These conditions are that Borrower (a) pays all sums which other covenants or agreements of this Security Instrument require, including, but not limited to, (i) any other covenants or agreements of this Security Instrument, and (ii) any other covenants or agreements of this Security Instrument, including, but not limited to, any reasonable attorney's fees; and (c) takes such other actions as Lender may reasonably require to assure that the sum 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 paragraph 17.

19. **Sale of Note; Change of Lender.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

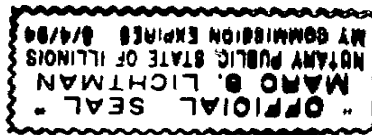
20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any necessary remedial actions in accordance with Environmental Law are required, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 20, Hazardous Substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances, asbestos, asbestos containing materials, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, volatile organic compounds, radon gas, radon progeny, and radon decay products. As used in this paragraph 20, Environmental Law means Federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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91239112

Notary Public
[Signature]
19 91 by

Witness my hand and official seal.

SEAN BARNAWEIL and LORRAINE C. FORD

The foregoing instrument was acknowledged before me this

(County ss: COOK LAKE

State of Illinois,

COOK LAKE

Social Security Number

(Seal)

Social Security Number

(Seal)

Social Security Number: 145-54-3858

(Seal)

LORRAINE C. FORD

Social Security Number: 506-98-0001

(Seal)

SEAN BARNAWEIL

Witness:

in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- Adjustable Rate Rider
Graduated Payment Rider
Balloon Rider
Planned Unit Development Rider
Rate Improvement Rider
Second Home Rider
Biweekly Payment Rider
1-4 Family Rider

[Check applicable boxes]

Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

23. Waiver of Homestead. Borrower waives all right of homestead and exemption in the Property

without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

evidence.

may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in

option may require immediate payment in full of all sums secured by this Security Instrument without further demand and

after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of

default on or before the date specified in the notice of acceleration of the sums secured by this Security Instrument.

than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the

provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less

71. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any

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

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(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

LORRAINE C. FORD

SEAN BARNWELL

*Lorraine C. Ford*

*Sean Barnwell*

16:31:01

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

disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 instrument. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any Association unacceptably to Lender:

(v) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association of professional management and assumption of self-management of the Owners Association; or

(iii) any amendment to any provision of the Condominium Documents if the provision is for the express benefit of Lender; (ii) any destruction by fire or other casualty or in the case of a taking, in condemnation or eminent domain; (1) the abandonment or termination of the Condominium Project, except for abandonment or termination required by partition or subdivision of the Property or consent to

F. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either by Lender to the sums secured by the Security Instrument as provided in Lender's consent to

elements, or for any conveyance in lieu of condemnation, or other taking of all or any part of the Property, whether of the unit or of the common connection with any condemnation or other taking of all or any part of the Property, shall be paid to Lender such proceeds shall 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, 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 action as may be reasonable to insure that the Owners Association maintains a public liability policy acceptable in form, amount and extent of coverage to Lender

in the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, Borrower shall give Lender prompt notice of any lapses in required hazard insurance coverage

satisfied to the extent that the required coverage is provided by the Owners Association policy (ii) Borrower's obligation under Lender's consent to maintain hazard insurance coverage on the Property is deemed premium installments for hazard insurance on the Property, and

(1) Lender waives the provision in Lender's consent to for the monthly payment to Lender of one-twelfth of the yearly coverage; then amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the

H. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master when due, all dues and assessments are paid pursuant to the Condominium Documents. Borrower shall promptly pay,

Condominium Documents. The Condominium Documents are the (i) Declaration or any other document which creates the Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's

and Lender further consent, and agree as follows: (CONDOMINIUM OBLIGATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower

interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest (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

3150 NORTH LAKE SHORE DRIVE

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

3150 N. LAKE SHORE DR., UNIT 3F, CHICAGO, IL 60657

of the same date and covering the Property described in the Security Instrument and located at: (the "Lender") GREENWICH CAPITAL FINANCIAL, INC.

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

THIS (CONDOMINIUM RIDER) IS MADE THIS 30th day of August, 1991

CONDOMINIUM RIDER

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