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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 16
1991. The mortgagor is Walter E. Scharnagl, An Unmarried Person,

\$ 16.00.

("Borrower"). This Security Instrument is given to First Federal Savings Bank La Crosse - Madison which is organized and existing under the laws of the United States of America, and whose address is 605 State Street, La Crosse, Wisconsin 54601 ("Lender"). Borrower owes Lender the principal sum of One Hundred Four Thousand Nine Hundred & 00/100

Dollars (U.S. \$ 104,900.00). 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 As Stated In Said Note. 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:

See Attached Legal Descriptions: Parcel 1, Parcel 2 and Parcel 3.

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which has the address of 155 N. Harbor Dr. Chicago

Illinois 60601 (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 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.

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NOTARY PUBLIC

My Commission expires: 9/11/94

GIVEN under my hand and officially sealed, this 16th day of September, 1991.

• personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therin

do hereby certify that Waller E. Schatzagl

Particulars of Plaintiff and Defendant and their respective legal representatives and counsels and the date of filing of plaint and the date of issue of writ of summons.

Date County ss:

STATE OF ILLINOIS.

Issues Below This Line For Acknowledgment

Borrower
(B&S)

~~REMOVED~~

Borrow
(825)

-Borrower
(Sect)

10.11. The terms and conditions contained in this Security Instrument

**BY SIGNING BELOW, BORROWER AGREES AND SUBSCRIBES TO THE TERMS AND CONDITIONS COMPILED IN THIS SECURITY INSTRUMENT
AND IN ANY RIDER(S) EXECUTED BY BORROWER OR THIS RECORDDED WITH IT.**

Adjustable T-bar Rider Condominium Rider 1-4 Family Rider Planned Unit Development Rider Graduated Family Rider Other(s) [Specify] _____

but not limited to, a. **sonarbele metoren's**, fees and costs of time evidence;

29. Lender in Possession, upon acceleration of the Property and at any time prior to the expiration of any period following judgment sale, Lender (in person, by agent or by judicially appointed receiver) 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 and collection of rents, including, but not limited to, receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.

30. Receiver. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recording costs.

31. Receiver. Upon payment of all sums secured by this Security instrument, Lender shall record this Security instrument with the appropriate recorder(s).

32. Waiver of Foreclosure. Borrower waives all right of homestead exemption in the Property.

33. Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the coveralls and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument. If any rider is executed by Borrower and recorded together with this Security instrument, the coveralls and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument.

19. Acceptance of agreement in this form shall give notice to Borrower prior to acceptance following Borrower's receipt of any letter from Lender stating that no notice to accept or reject under applicable law has been received by Lender. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph if, including by this Section further demand and may foreclose this security instrument by judicial proceeding.

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This is a copy of the original. Borrower and Lender agree and understand as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal 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 the sum 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 insurance maintenance 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 out of his 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 improvements 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, 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. If the restoration or repair is not economically feasible or Lender's security would be 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 do 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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18. Borrower's Right to Remedy. 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 instrument, or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower pays all sums which then would be due under any other conveyances or agreements; (c) pays all expenses incurred in this instrument and the Note had no acceleration accrued; (d) gives any deferral of any other conveyances or agreements; (e) pays all attorney's fees; and (f) pays all expenses incurred in foreclosing this Security Instrument.

If Federal law is of the date of this security instrument, Lenders shall provide a period of notice less than 30 days from the date the notice is delivered 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.

16. Borrower's Copy. Borrower shall be given one conforming 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) to another 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 Section 794 of the California Civil Code.

Properly Address or any other address Borrowser designates by notice to Lemder. Any notice to Lemder shall be given by first class mail to Lemder's address stated herein or any other address Lemder designates by notice to Borrower. Any notice properly Addressed for Lemder shall be deemed to have been given to Borrower or Lemder when given as provided

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be delivered in writing to the mailing address set forth above or by first class mail unless otherwise specified in this instrument. The notice shall be deemed to have been given when it is received by Borrower.

renders any provision of the Note or this Security instrument unnecessary according to its terms. Lender, at its option, may require payment in full of all sums secured by this Note or this Security instrument and may invoke any remedy permitted by paragraph 19 if Lender exercises this option. Lender shall take the steps specified in the second paragraph of

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 usually 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 limits; and (b) any sums already collected from Borrower which exceed the amount permitted to be charged to the loan shall be refundable to the Noteholder.

10. **Borrower's Note Released; Postponement of Payments**. Any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 of change the amount of such payments. Modification of account shall be made by this sum 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 of Borrower shall be liable to Lender for payment of any amount due under this note.

11 The Property is claimed for by Borrower, or it, after notice by Lender to Borrower that the condominium offers to make an award of property to claimant for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sums secured by this Security instrument, whether or not Lender has been paid.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether and to whomsoever paid to Lender.

Borrower or Lender) 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 instructions (the "Termination Date"). Premiums paid prior to the Termination Date will not be refundable.

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THE LAND REFERRED TO IN THIS COMMITMENT IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1

UNIT NUMBER 1411 IN HARBOR DRIVE CONDOMINIUM, AS DELINEATED ON THE SURVEY PLAT OF THAT CERTAIN PARCEL OF REAL ESTATE (HEREINAFTER CALLED "PARCEL") : LOTS 1 AND 2 IN BLOCK 2 IN HARBOR POINT NUMBER 1, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, INCLUDED WITHIN FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL OF THE LAND, PROPERTY AND SPACE OCCUPIED BY THOSE PARTS OF BELL, CAISSON, CAISSON CAP AND COLUMN LOTS 1--"A", 1--"B", 1--"C", 2--"A", 2--"B", 2--"C", 3--"A", 3--"B", 3--"C", 4--"A", 4--"B", 4--"C", 5--"A", 5--"B", 5--"C", 6--"A", 6--"B", 6--"C", 7--"A", 7--"B", 7--"C", 8--"A", 8--"B", 8--"C", 9--"A", 9--"B", 9--"C", M-LA AND MA-LA, OR PARTS THEREOF, AS SAID LOTS ARE DEPICTED, ENUMERATED AND DEFINED ON SAID PLAT OF HARBOR POINT UNIT NUMBER 1, FALLING WITHIN THE BOUNDARIES PROJECTED VERTICALLY, UPWARD AND DOWNWARD OF SAID LOT 1 IN BLOCK 2, AFORESAID, AND LYING ABOVE THE UPPER SURFACE OF THE LAND, PROPERTY AND SPACE TO BE DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR UTILITY PURPOSES, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY LAWS FOR THE 155 HARBOR DRIVE CONDOMINIUM ADDITION MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 58912 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22935653 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22935654 AND BY DOCUMENT NUMBER 23018815, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCLUDING FROM SAID PARCEL ALL OF THE PROPERTY AND SPACE COMPRISING ALL OF THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION, AS AMENDED AND SURVEY), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS OF ACCESS FOR THE BENEFIT OF PARCEL 1, AFORESAID THROUGH, OVER AND ACROSS LOT 3 IN BLOCK 2 OF SAID HARBOR POINT UNIT NUMBER 1, ESTABLISHED PURSUANT TO ARTICLE III OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR THE HARBOR POINT PROPERTY OWNERS' ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 58912 AND UNDER TRUST NUMBER 58930, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22935651, (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22935652), AND AS CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NUMBER 58912 TO WALTER E. SCHARNAGL DATED JANUARY 17, 1978 AND RECORDED MARCH 1, 1978 AS DOCUMENT NUMBER 24345277.

PARCEL 3:

EASEMENTS OF SUPPORT FOR THE BENEFIT OF PARCEL 1, AFOREDESCRIBED, AS SET FORTH IN RESERVATION AND GRANT OF RECIPROCAL EASEMENTS AS SHOWN ON PLAT OF HARBOR POINT UNIT NUMBER 1, AND AS SUPPLEMENTED BY THE PROVISIONS OF ARTICLE III OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR THE HARBOR POINT PROPERTY OWNERS' ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 58912, AND UNDER TRUST NUMBER 58930, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22935651 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22935652); ALL IN COOK COUNTY, ILLINOIS, AND AS CREATED BY DEED FROM THE CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NUMBER 58912 TO WALTER E. SCHARNAGL DATED JANUARY 8, 1978 AND RECORDED MARCH 1, 1978 AS DOCUMENT NUMBER 24345277.

17-10-401-CCS 1179
155 north Harbor Dr # 3607
Chicago, IL 60601

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Mail To
~~First Federal Savings Bank~~
605 State Street
La Crosse Wisconsin 54601

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