

# UNOFFICIAL COPY

91596785

Prepared by Mail To:

Lumbermen's Investment Corp of Texas  
2503 S Highland #110  
Linfield, IL 60148

DEPT-01 RECORDING \$18.50  
T9555 TRAN 2551 11/13/91 14:34:00  
#6018 # E #-91-596785  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

566991

## MORTGAGE

INL INL

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 04, 1991.  
The mortgagor is BETTY GRANDINETTI, MARRIED TO PHILLIP GRANDINETTI

11/13/91  
P9

("Borrower"). This Security Instrument is given to

LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS, which is organized and existing  
under the laws of THE STATE OF TEXAS, and whose address is PO BOX 40,

AUSTIN, TEXAS 78767 ("Lender").  
Borrower owes Lender the principal sum of NINETY SEVEN THOUSAND AND 00/100

Dollar (U.S. \$ 97,000.00). 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 DECEMBER 01, 2021. This 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 prop-  
erty located in COOK  
County, Illinois:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR  
LEGAL DESCRIPTION

INL INL

UNIT 141

11/13/91  
P9  
CHICAGO  
(City)

which has the address of 505 N. LAKE SHORE DR.  
(Street)

Illinois 60611 ("Property Address");  
(Zip Code)

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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,  
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants  
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  
variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Single Family—Family Mac/Freddie Mac UNIFORM INSTRUMENT

Form 5014 8/98 (page 1 of 6 pages)

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MIL  
LIC 998

18/08

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M611.

(6 pages)

Philip Grandinetti, Borrower, Signature Block  
Date of Birth: 10/11/1969  
Social Security Number: 44-12-12345  
Address: 123 Main Street, Chicago, IL 60601  
Phone Number: (312) 555-1234  
Employer: ABC Company, Inc.  
Occupation: Sales Representative  
Annual Income: \$40,000  
Spouse's Name: Linda Grandinetti  
Spouse's Social Security Number: 44-12-12345  
Spouse's Address: 123 Main Street, Chicago, IL 60601  
Spouse's Phone Number: (312) 555-1234  
Spouse's Employer: ABC Company, Inc.  
Spouse's Occupation: Sales Representative  
Spouse's Annual Income: \$40,000  
Other Rider(s): (List if applicable)  
None

(Please Sign Below This Line For Acknowledgment)

Philip Grandinetti is signing solely for the purpose of waiving his homestead rights.  
Social Security Number: XXX-XX-XXXX  
Borrower  
(Seal)  
Witnesses:  
and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument.

- Check applicable box(es)]
- Adjustable Rate Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Grandparent Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Rate Improvement Rider
  - Second Home Rider
  - balloon Rider
  - Biweekly Payment Rider

(Check applicable box(es))  
With this Security Instrument, the conventions and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, and upon payment of each such rider shall be incorporated into and shall amend and supplement the conventions and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

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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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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23. Waiver of Homelessaid. Borrower waives all right of homesteaded acceleration in the Property.

Instrument without charge to Borrower. Borrower shall pay any recoordination costs.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without limitation, but not limited to, reasonable attorney fees and costs of title evidence.

This paragraph 21, including, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in law judgment proceeding, Lender shall be entitled to collect all demand and may foreclose this Security instrument of all sums secured by this Security instrument without further demand and may require immediate payment to Lender if the note cured on or before the date specified in the note, Lender at its option may require immediate payment in full exceeding the non-existence of a default or any other default to secure in the real estate purchase of the note further to the right to retain after acceleration and sale of the Property. The note of the sums secured by this Security instrument, foreclosed by judicial proceeding and sale of the property, and the note cured: and (d) that failure to cure the date specified in the date of notice is given to Borrower, by written demand: (c) a date, not less than 30 days from the date the note is given to Borrower, by written demand to cure the notes applicable law provides otherwise. The note shall specifically: (a) the default: (b) the terms required to cure the breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise).

21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

Borrower shall program take all necessary remedial actions in accordance with Environmental Law, Environmental Law, means federal laws and laws of the jurisdiction where the Property is located used in this paragraph 20., Hazardous Substances, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials and herbicides, volatile solvents, asbestos, formaldehyde, or formaldehyde or toxic petroleum products, toxic by Environmental Law and the following substances: gasoline, kerosene, oil or amenable or toxic petroleum products, toxic A's used in this paragraph 20., Hazardous Substances, are those substances defined as toxic or hazardous substances that relate to health, safety or environmental protection.

Borrower shall program take all necessary remedial actions in accordance with Environmental Law, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, to regulate authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, any governmental or regulatory agency or private party involving the Property and any Hazardous Substances owned by Borrower shall pursuant to other action by a court investigating, claim, demand, lawsuit or other action by

to normal residential uses and to maintenance of the Property.

The notice of storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate use, or violation of any Environmental Law, The preceding two categories shall not apply to the presence, the property that is in violation of any Environmental Law, The preceding two categories shall not apply to the presence,

of any Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release

The notice will also contain any other information required by applicable law.

The notice will state the name and address of the new Loan Service and the address to which payments should be made, service, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law, also may be one or more changes of the Loan Service unrelated to a note of the Note, if there is a change of the Loan known as the "Loan Service", that collects monthly payments due under the Note and this Security instrument, There instrument may be sold one or more times without notice to Borrower. A sale may result in a change in the entity

19. Sale of Note, Change of Loan Service. The Note or a partial interest in the Note (together with this Security

right), to another shall be applied in the case of acceleration under paragraph 17.

The instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this instrument and this Security instrument unchallenged, upon reinstatement by Borrower, this Security instrument is secured by this Security instrument, Lender's rights in the Property and Borrower's obligation to pay

requisite to assure that the loan of this Security instrument is limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably

instruments, including, but not limited to, reasonable attorney fees, and (c) pays all expenses incurred in curing this Security

ocurred; (b) cures any default of any other covenant or agreements; (c) pays all expenses incurred in curing this Security

(a) pays Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had

Security instrument: or (b) entry of a judgment enjoining this Security pursuant to any power of sale contained in this instrument.

as applicable law may apply for reclamation before sale of the Property pursuant to any power of sale contained in this instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period

any remedies permitted by this Security instrument without further notice of demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period by this Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

of not less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured

any remedies permitted by this Security instrument without limitation, Lender may invoke

any power of sale of the date of this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal

person), without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

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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. 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 2, 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** 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 forfeiture 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.

**8. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. 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 lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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Form 301d 800 (page 4 of 6 pages)

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).

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 to another person, direct or indirect, or if any part of the Note is sold or transferred to another person.

18. 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 of this Security instrument or the Note is declared to be severable, such conflict shall not affect other provisions of this Security instrument and the Note 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.

19. Paragraph. Any notice to Borrower provided for in this Security instrument shall be delivered in the manner set forth in this paragraph.

20. Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender given by Borrower, unless otherwise specified, shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given when given as provided for in this Security instrument.

21. Notice. Any notice to Borrower provided for in this Security instrument shall be given by delivery in the manner set forth in this paragraph.

22. Payment of interest to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without a direct payment charge under the Note.

23. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is fairly interpreted so that the interests of 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 reduction by reducing the principal owed under the Note or by making a charge to the Note.

24. Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs 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 shall be liable to Lender for any right of remedy.

25. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of Borrower or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

26. Waiver of or preclude the exercise of any right of remedy. A waiver of or preclude the exercise of any right of remedy by Lender in exercising any right of remedy shall not be a waiver of Borrower's successors in interest. Any forbearance by Lender in exercising any right of remedy shall not be a waiver of Borrower's amortization of the amounts paid by this Security instrument by reason of any demand made by the original lender or any successor in interest. Lender shall not be required to commence proceedings against any successor in interest or to refuse to excuse to payment or modification of the original Borrower's successor in interest. Lender shall not operate to reclass: (a) liability of the original Borrower or Borrower's successor in interest, Lender of Borrower shall not operate to reclass: (b) liability of the original Borrower or Borrower's successor in interest modification of amortization of the amounts secured by this Security instrument granted by Lender to any successor in interest or to the amounts secured by this Security instrument of the amounts received by Lender at the time for payment or payment Note & Waiver. Exclusion of the amounts of such payments.

27. Borrower Note Recourse; Forbearance By Lender Note & Waiver. Exclusion of the amounts of such payments.

28. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or to the amounts secured by this Security instrument, whether or not then due.

If the Property is abandoned or sold, Borrower, or its option, either to restoration or repair of the Property is given, Lender is entitled to claim for damages, Borrower fails to respond to Lender within 30 days after the date the condominium offers to make an award or sell, any security interest in the amounts secured by this Security instrument by reason of any demand made by the original lender or any successor in interest. Lender shall not be required to reclass: (a) liability of the original Borrower or Borrower's successor in interest, Lender of the amounts secured by this Security instrument before the taking, unless Borrower otherwise agrees in writing or unless applicable law prohibits the fair market value of the Property before the taking, is less than the amount of the amounts secured by this Security instrument before the taking, Any balance shall be paid to Borrower, in the event of a partial taking of the Property in immediate before the taking, the total amount of the proceeds multiplied by the following: (a) the total amount of the amounts secured by the taking, divided by (b) the fair market value of the Property in immediate before the taking, which the fair market value of the Property before the taking is less than the amount of the amounts secured by this Security instrument before the taking, unless Borrower otherwise agrees in writing, the amounts by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amounts by the fair market value of the Property immediately before the taking is equal to or greater than the amount of the amounts secured whether or not then due, with any access paid to Borrower, in the event of a partial taking of the Property in which the Property is sold and shall be paid to Lender.

29. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property; Lender shall any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

30. Condition. The proceeds of any award or claim for damages, direct or indirect, in connection with five Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

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## EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1: UNIT 1411 IN LAKE POINT TOWER CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:  
A PART OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 88309162 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.  
PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSES OF STRUCTURAL SUPPORT, INGRESS AND EGRESS, AND UTILITY SERVICES AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 7, 1988 AND KNOWN AS TRUST 1043-99-09 DATED JULY 13, 1988 AND RECORDED JULY 14, 1988 AS DOCUMENT 88309161  
P.I.N. 17-10-214-011-1687

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