

①
91630038
UNOFFICIAL COPY

1991 DEC -2 PM 2:52 91630038

2188

7324115

6007554

(Space Above This Line For Recording Data)

MORTGAGE

051824205

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 25, 1991 The
mortgagor is MEYER M GROSSMAN AS TRUSTEE FOR IRREVOCABLE TRUST DATED JUNE 6, 1991
("Borrower"). This Security Instrument is given to St. Paul Federal Bank for Savings
which is organized and existing under the laws of United States of America , and whose address is
..... 6700 W. North Ave., Chicago, Illinois 60635 ("Lender"). Borrower owes Lender the principal sum of THIRTY THOUSAND AND NO /100
Dollars (U.S. \$ 30,000.00). 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 1, 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 property located in COOK County, Illinois:

SEE ATTACHED

PIN # 10-16-204-
033-1042

91630038
Property Clerk's Office ✓

which has the address of 9242 GROSS POINTE RD
[Street] SKOKIE
[City]

Illinois 60077 ("Property Address");
[Zip Code]

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

2395 SEP 91

Form 3010 9/90 (page 1 of 6 pages)

My

UNOFFICIAL COPY

2009 SEP 01

Form 3040-A (Rev. 2-26-1971)

saidly the lien or take one of more of the actions set forth above within 10 days of the filing of notice. Borrower shall pay attorney's fees and costs incurred by Lender in recovering the amount payable under this Security Instrument, if Lender may file a suit to recover the amount due under this Security Instrument, if Lender recovers any part of the Property in whole or in part, Lender shall be entitled to a lien which purports to be superior to the lien or (e) recoups from the holder of the lien in legal proceedings which in the Lender's opinion are proper to prevent the enforcement of the lien; or (f) agrees to a written instrument executed by the Lender to amend the lien by, or defers any payment or commencement of the lien in, legal proceedings to a date later than the date of the filing of the Note.

Property which may have priority over this Security Instrument, charges, fines and judgments applicable to the lien by, or defers any payment or commencement of the lien in a manner acceptable to Lender; (b) consents in writing to the payment to the Lender of the principal over this Security Instrument within 10 days of the filing of the Note.

3. Charges. Borrower shall promptly discharge any lien which has priority over this Security Instrument until a good agreement is reached among all parties, assessments, charges, fines and judgments applicable to the payment of the Note.

4. 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 due under the Note, second, to any late charge due under the Note.

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the liquidation or sale of the Property, shall apply any funds held by Lender in the time of acquisition, or sale as a credit against the sums held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the liquidation or

liquidation of the excess funds in full of all sums secured by this Security Instrument, unless such payment results in no more than twelve monthly payments, in Lender's sole discretion.

Lender can cause Borrower to fail to pay the amount necessary to make up the deficiency, Borrower shall make up the deficiency in the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Borrower for the excess funds in accordance with the amounts permitted, to be held by applicable law, Lender shall account to

if the Funds held by Lender exceed the amounts permitted, to be held by applicable law, Lender shall account to this Security Instrument.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurance, 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 principal estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

2. Funds for Taxes and Insurance. Subsidiary to applicable law or to a written waiver by Lender, Borrower shall pay the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due interest now or hereafter a part of the property. All repayments and installments made by Borrower shall agree as follows:

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

Variances by jurisdiction to constitute a uniform security instrument covering real property.

This Security Instrument contains uniform covenants for national use and non-uniform covenants with limited

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

All of the foregoing is referred to in this Security Instrument as the "Property".

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 improvements and additions shall also be covered by this Security

1630038

UNOFFICIAL COPY

9 1 6 3 0 0 3 9

24. **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. [Check applicable box(es)]

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) (specify) **LOAN RIDER**

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

Meyer M Grossman (Seal)
MEYER M GROSSMAN -Borrower
AS TRUSTEE
Social Security Number 335-16-7308

..... (Seal)
-Borrower

Social Security Number

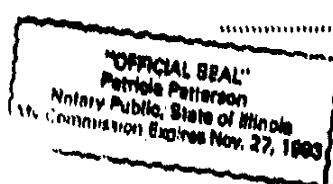
----- (Space Below This Line For Acknowledgment) -----

STATE OF ILLINOIS, County: *Cook*

I, *Patterson*, Notary Public,
a Notary Public in and for said county and state, certify that
personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the instrument as *HBK* free and voluntary act for the uses and purposes therein
set forth.

Given under my hand and official seal, this 25th day of NOV 1971

My Commission expires:



RAYMOND F SEIFFERT
ST PAUL FEDERAL BANK FOR SAVINGS
6700 W NORTH AV
CHICAGO, IL 60635

BOX 333

UNOFFICIAL COPY

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. 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 removal or other remediation of any Hazardous Substance affecting the Property is necessary, 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: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. 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.

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

21. 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 under paragraph 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 date the notice is given to Borrower, by which the default must be cured; and (d) that failure 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 by judicial proceeding 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 its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

Form 3014-900 (page 5 of 6 pages)

91630038

UNOFFICIAL COPY

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.

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 21 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 hen

91630038

UNOFFICIAL COPY

91630038
LOAN RIDER

LOAN NO. 051824205
DATE NOVEMBER 25, 1991

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

9242 GROSS POINT RD, SKOKIE IL 60077

(PROPERTY ADDRESS)

1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.

2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

Meyer M Grossman

MEYER M GROSSMAN AS TRUSTEE

Borrower

UNOFFICIAL COPY

PARCEL II:

UNIT NO. "A-400" IN V242 GROSS POINT TOWERS CONDOMINIUM AS DELINEATED ON THE SURVEY OR THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

THAT PART OF THE NORTH EAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID NORTH EAST 1/4; THENCE

NORTH ON EAST LINE OF SAID SECTION 4.41 CHAINS TO CENTER OF GROSS POINT ROAD; THENCE SOUTH 43.5 DEGREES WEST ON CENTER OF SAID ROAD 3.74 CHAINS TO A POINT BEING A PLACE OF BEGINNING; THENCE NORTH 26 DEGREES WEST 25.77 CHAINS TO A POINT IN THE SOUTH LINE OF LAND OWNED BY PHILIPP WELLE'S SAID POINT BEING 14.40 CHAINS WEST OF THE EAST LINE OF SAID SECTION 16; THENCE WEST ALONG THE SOUTH LINE OF SAID PHILIPP WELLE'S LAND TO THE EAST LINE OF THE WEST 7 ACRES OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 16 AFOPREASIDI; THENCE SOUTH ALONG SAID LAST MENTIONED LINE 6.26 CHAINS; THENCE SOUTH 36 DEGREES EAST, 23.61 CHAINS TO CENTER OF ROAD; THENCE NORTHEASTERLY ALONG CENTER OF ROAD TO A POINT 4.06 CHAINS SOUTH WEST OF THE INTERSECTION OF THE CENTER LINE OF GROSS POINT ROAD AND EAST LINE OF SAID SECTION 16 AND MEASURED ALONG THE CENTER LINE OF SAID GROSS POINT ROAD; THENCE NORTH EAST 21.12 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF LYING WEST OF THE EAST LINE OF LAMON AVENUE EXTENDED NORTH, ALSO EXCEPT THAT PART LYING SOUTHEASTERLY OF A LINE DRAWN AT 90 DEGREES TO THE NORTHEASTERLY LINE OF SAID PROPERTY, AT A POINT 279.20 FEET NORTHWESTERLY FROM THE MOST EASTERLY CORNER OF SAID PROPERTY, AND EXCEPT ALSO THAT PART LYING NORTHWESTERLY OF A LINE DRAWN FROM THE NORTHEASTERLY LINE OF SAID PROPERTY AT A POINT 554.20 FEET NORTHWESTERLY FROM THE MOST EASTERLY CORNER THEREOF, SAID LINE FORMING AN INTERIOR ANGLE OF 62 DEGREES 16 MINUTES 40 SECONDS WITH SAID NORTHEASTERLY LINE) ALL IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE NORTH EAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID NORTH EAST 1/4; THENCE NORTH ON THE EAST LINE OF SAID SECTION 9.93 CHAINS TO THE CENTER OF GROSS POINT ROAD; THENCE SOUTH 43.5 DEGREES WEST ON THE CENTER OF SAID ROAD 3.74 CHAINS; THENCE NORTH 26 DEGREES WEST, ALONG A LINE WHICH INTERSECTS THE SOUTH LINE OF THE LAND OWNED BY PHILIPP WELLE'S, TO A POINT 14.40 CHAINS WEST OF THE EAST LINE OF SAID SECTION 16, FOR A DISTANCE OF 554.20 FEET; THENCE SOUTH WEST, ALONG A LINE WHICH FORMS WITH THE LAST DESCRIBED COURSE AN ANGLE OF 97 DEGREES 43 MINUTES 20 SECONDS FROM SOUTH EAST TO SOUTH WEST, FOR A DISTANCE OF 133.93 FEET; THENCE SOUTH EAST ALONG A LINE WHICH FORMS, WITH THE LAST DESCRIBED COURSE AN ANGLE OF 88 DEGREES 59 MINUTES 30 SECONDS FROM NORTH EAST TO SOUTH EAST, 44.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON THE LAST DESCRIBED COURSE 94.15 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 45 DEGREES 00 MINUTES WITH THE LAST DESCRIBED COURSE, 7.37 FEET; THENCE NORtherly ALONG A LINE FORMING AN INTERIOR ANGLE OF 105 DEGREES 00 MINUTES WITH THE LAST DESCRIBED COURSE 18.15 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 282 DEGREES 28 MINUTES WITH THE LAST DESCRIBED COURSE, 53.51 FEET; THENCE NORTHWESTERLY, ALONG A LINE FORMING AN INTERIOR ANGLE OF 93 DEGREES 17 MINUTES 20 SECONDS WITH THE LAST DESCRIBED COURSE, 44.04 FEET TO A LINE 45.00 FEET EASTERLY OF AND PARALLEL TO THE EAST LINE OF LAMON STREET EXTENDED NORTH; THENCE NORtherly ALONG SAID LINE 45.00 FEET EASTERLY 71.96 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN INTERIOR ANGLE

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, ALL RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE APOMENTIONED DECLARATION OF CONDOMINIUM OWNERSHIP, AND DECLARATION OF EASEMENTS.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN THE SAID DECLARATION OF THE CONDOMINIUM OWNERSHIP, THE SAME AS THOUGH THE PROVISIONS OF THE SAID DECLARATION OF CONDOMINIUM OWNERSHIP WERE RECITED AND STIPULATED AT LENGTH HEREIN.

91630038

UNOFFICIAL COPY

9 1 6 3 0 0 3 8

CONDOMINIUM RIDER

This CONDOMINIUM RIDER is made this 25th day of NOVEMBER, 1991, 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 ST. PAUL FEDERAL BANK FOR SAVINGS, 6700 WEST NORTH AVE., CHICAGO, IL 60635, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 9242 GROSS POINT RD., SKOKIE, IL 60077. (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: GROSS POINT TOWERS CONDOMINIUMS. (Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") has 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 in 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 10.

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

6003916

UNOFFICIAL COPY

Form 3140-880 (Page 2 of 2 pages)

PACKAGING SYSTEMS INC., ST. CLOUD MN 56374-1400 397-5411 FORM COOK 04-2191

91530038

Property of Cook County Clerk's Office

MEYER M GROSSMAN AS TRUSTEE
Borrower
(Seal)

MAYER M GROSSMAN
Borrower
(Seal)

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

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

(iv) Any action which would have the effect of rendering the public liability insurance coverage maintained by Lender.