

# UNOFFICIAL COPY

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(Space Above This Line For Recording Date)



## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 15, 1990..... The mortgagor is JOSEPH L. ODELL, A.D., APOLIS, IL, COMM. AG. JOHN THOMAS..... ("Borrower"). This Security Instrument is given to ANTHONY J. TROSTI, TRUSTEE, TRUSTEESHIP AND MANAGEMENT, which is organized and existing under the laws of ILLINOIS, CHICAGO, ILLINOIS, and whose address is ONE EAST MICHIGAN, CHICAGO, ILLINOIS, 60601..... ("Lender"). Borrower owes Lender the principal sum of EIGHTY, THOUSAND, EIGHTHUNDRED AND NO/100\*\*\*\*\* Dollars (U.S. \$87,500.00.....). 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 15, 1993..... 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 CHICAGO, Illinois.

SEE ATTACHED EXHIBIT "A"

This instrument was prepared by:  
ANDREW J. HAPPELY  
NOTARY PUBLIC, NO. 127757  
(Name)  
ONE EAST MICHIGAN, CHICAGO,...  
(Address)  
ILLINOIS, IL, 60603

I am not being served

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DEFT-01-11-0-5166 117.00  
12/14/94 Reg. # 4-2-32704730 1st 12/100  
\$1800 FED 9-1-95-1289497  
300K 30000 RECORDED

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which has the address of 111 AGACIA DR., #103, AMERICAN HIGHLAND PARK, IL, 60525, ("Property Address");

(Zip Code)

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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

RANKIN SYSTEMS, INC. 87-12000 MURDOCK FORM RD-10 8/84

1725  
Form 3014 12-83

ATSB # 06-911

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NON-UNIFORM COVENANTS: Below and I, under further covenant and agree as follows:

19. 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 paragraphs 13 and 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by 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 fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. 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.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boxes]

- Adjustable Rate Rider       Condominium Rider       2-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider  
 Other(s) [specify] \_\_\_\_\_

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.

*John M. Boden* (Seal)  
JOHN M. BODEN  
Borrower

*Camille A. Pylypczuk* (Seal)  
CAMILLE A. PYLYPCZUK  
Notary Public  
Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, COOK..... County ss:

I, .... *Camille A. Pylypczuk* ..... , a Notary Public in and for said county and state, do hereby certify that .... *JOHN M. BODEN*, AND *J. A. COOKE* ..... , personally known to me to be the same persons whose name(s) .... *JPB* ..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that .... *P*, he *V*, signed and delivered the said instrument as *TRUSTEE* ..... free and voluntary etc, for the uses and purposes therein set forth.

Given under my hand and official seal, this ..... 5<sup>th</sup> ..... day of *December* ..... 1990.

My Commission expires: *9/19/92*

*Camille A. Pylypczuk*  
Notary Public

"OFFICIAL SEAL"  
Camille A. Pylypczuk  
Notary Public, State of Illinois  
My Commission Expires Sept. 19, 1992

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16. Borrower's copy, however shall be given one additional copy of the Note and of this Security instrument,  
as directed in the secretary.

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) to an ascended and Borrower is not a natural  
person without lender's prior written consent, Lender may, at his 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.

be given effect without the conflict of laws provision. To this end the provisions of this Security Instrument and the Note are construed with applicable law, such conflicts shall not affect other provisions of this Security Instrument.

1. Registration of the Notary's Security Instrument under the applicable laws has the effect of rendering any provision of the Notary's Security Instrument unenforceable according to its terms; however, in its option, may require the preparation of the Notary's Security Instrument or expansion of its powers if the Notary's Security Instrument is located in the event that any provision of this Section is rendered ineffective by law.

**17. Loan Clusters**, if the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest rate on other loans charged or to be charged in connection therewith exceeds the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charge to the permitted limit; and (b) any sum already collected or to be collected shall be returned to the lender by the borrower, less the portion of the principal owed under the Note or by making a partial prepayment in whole or in part.

Tables 2-5 and 2-6 present descriptive statistics for monthly payments received by households in each income group. Postponing the due date of the monthly payment creates a lag between the application of proceeds to principal and interest and the payment of the monthly payment. This lag is measured as the number of days between

If I under-reimbursed mortgage insurance as a condition of making the loan, secured by this Security instrument, borrower shall pay the premiums demanded or maintained in the insurance until such time as a reasonable sum is paid to me.

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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") equal to one-twelfth 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 mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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. 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 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 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 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 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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**GOFFWOOD**:  
**(SCH)**.....

**RECEIVED  
SHERIFF**

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Jahn M. Code X

**BY SPINNING BELLOW, BARROWER ACCEPTS TO THE TERMS AND PROVISIONS CONTAINED IN THIS CONTRACTUM RIDER.**

(v) Any action wherein would invoke the intent of the parties to provide security追索權之存在，故得依前項之規定，由債權人向債務人或其財產上行使之。

(iii) redefinition of professional management and assumption of self-management of the Owners Association

(ii) any amendment to any provision of the Constitution if the provision is for the express benefit of

(i) The abandonment or termination of the Condoinium Project, except for abandonment or termination

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 or of the condemnation elements, or for any conveyance in lieu of condemnation, are hereby assented and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by this Security Instrument as provided in Uniform Convention 9.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners paid to Lender for application to one or more of the securities, which may be issued by the Company.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

The yearly premium in dollars for hazard insurance on the property and the property under Uniform Coverage is minimum \$ 5 million in hazard insurance coverage on the property.

coverage in the insurance, for the periods, and against the hazards. Under reinsurance, multiple risks insured within the term of coverage, there

III. **Programmatic Performance.** So long as the Owners' Association pursues its original purpose to promote the welfare of the Condominium Residents, it is in the best interest of the Owners to provide insurance coverage for all risks.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Declaration and the Condominium Documents and the By-Laws.

**CONFIDENTIAL INFORMATION COVERED BY ATTACHED SECURITY INFORMATION** In addition to the coverag

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Project also

WLT138319e West Gonodermidium knowlesi

111 Acacia Dr., #703 Linda's Head Park, Littleton, CO 80120  
[Physical address]  
[Primary address]

.., "Society for International Law"), of the same date given by the underlined (the "Borrower") to execute Borrower's Note to

This CONSIDERATION is made this 5TH day of December 1990

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Property of Cook County Clerk's Office

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Property of Cook County  
Recorder's Office

INDIAN HEAD PARK, IL, 60525  
111 ACACIA DR, #703  
PROPERTY ADDRESS:

PIN# 8-20-100-020-1092

DECLARATION OF EASMENTS, GOVERNANTS AND RESTRICTIONS DATED JULY 8, 1974 AND  
RECORDED JULY 11, 1974 AS DOCUMENT NO. 22779633 AND AS CREATED BY DEED FROM L.  
ACACIA, INC., A CORPORATION OF ILLINOIS, TO CHARLES W. POE DATED JULY 26, 1974  
AND RECORDED NOVEMBER 5, 1974 AS DOCUMENT 22898712 FOR LIENES AND LIENS.

PARCEL 1:  
LOT 1 IN INDIAN HEAD PARK CONDOMINIUMS UNIT 1, BEING A SUBDIVISION OF PARCEL 1  
THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED  
APRIL 2, 1974 AS DOCUMENT NO. 22672940, WHICH SURVEY IS ATTACHED AS EXHIBIT  
'B' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY L. ACACIA, INC., AN  
ILLINOIS CORPORATION, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY,  
INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE  
COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION  
AND SURVEY).

REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):  
UNIT 703 AS DESCRIBED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL, OF  
PARCEL 1:

SCHEDULE "A"

7 6 5 6 5 9 4 9 7