

MAIL TO:
BOX 150

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MAIL BOX
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91-1603

91144274

DEPT-01 RECORDING \$16.00
T#2222 TRAN 7517 04/01/91 15:08:00
#0164 # B *-91-144274
COOK COUNTY RECORDER

-91-144274

(Space Above This Line For Recording Data)

L-112547

MORTGAGE

March 26, 1991

THIS MORTGAGE ("Security Instrument") is given on and dated March 26, 1991. The mortgagor is ... Thomas S. Christian ... unmarried.

IRVING FEDERAL BANK FOR SAVINGS ("Borrower"). This Security Instrument is given to ... IRVING FEDERAL BANK FOR SAVINGS, which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is ... 3515 W. Irving Park Road, Chicago, IL 60618 ("Lender").

Borrower owes Lender the principal sum of ... NINETEEN THOUSAND TWO HUNDRED EIGHTY SEVEN DOLLARS (\$U.S.) 19,200.00. 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 April 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; (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:

Unit No. 1349-G in 1349-55 West Greenleaf Condominium, as delineated on Survey or the following described parcel of Real Estate (hereinafter referred to as "Parcel"): Lots 12 and 13 in William M. Devine's Birchwood Beach Subdivision in Roger's Park, being a Subdivision of sub-block 1 of Block 3 of the Circuit Court Partition of the East 1/2 of the Northwest 1/4 and the Northeast fractional 1/4 of Section 32, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit "A" to Declaration of Condominium made by the North Shore National Bank of Chicago, as Trustee under Trust Agreement dated October 15, 1979 and known as Trust No. 420 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 25208494 together with their undivided percentage interest in said Parcel (excepting from said parcel all the property and space comprising all the units as defined and set forth in said Declaration and Survey) all in Cook County, Illinois.

ALSO:

Rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration as amended and the rights and easements set forth in said Declaration for the benefit of the remaining property described herein.

PERMANENT TAX NUMBER(S): 11-32-110-034-1025

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS TO THE RIGHTS AND EASEMENTS APPURtenant TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION AS IF RECITED AND STIPULATED AT LENGTH HEREIN.

which has the address of ... 1349 W. Greenleaf Ave. #G Chicago
 [Street] (City)
 Illinois ... 60626 ... ("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 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.

16.00
 Form 3014 12/83
 44713 BAF SYSTEMS AND FORMS
 CHICAGO, IL

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Version 1.0
Prepared by [REDACTED]

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GWENDOLYN WARREN	NOTARY PUBLIC STATE OF ILLINOIS	My Commission Expires 5/4/94
SIXTY-THREE SEVEN		(SEAL)

Witness my hand and official seal this TWENTY-SIXTH day of March 19.. B.C.

(乞, 賽, 希)

THEY.....executed said instrument for the purposes and uses therein set forth,
(See my notes)

(his, her, their)

1..... A Notary Public in and for said county and state, do hereby certify that
2..... President G. W. Bush, of the United States, and
3..... THE UNITED STATES, have executed same, and acknowledge said instrument to be

THE UNDESIGNED

STATE OF ILLINOIS COUNTY OF COOK
ss: {

91144274

Thomas S. Christian

662

—BORROWER
(Seal).....

David G. Walsh

BY SIGNING BELOW, THE WIFE AGREES AND AGREES TO THE TERMS AND GOVERNMENTS CONTAINED IN THIS SEPARATE INSTRUMENT AND IN ANY ORDER(S) EXECUTED BY BORROWER AND RECORDED WITHIN

- Graduated Parent Rider
- Adults only Rate Rider
- Family Rider
- Planned Unit Development Rider

Supplemental information concerning the characteristics and arrangements and agreements of each such trustee shall be included, provided, however, that such information need not be included if the trustee(s) were a part of this Security instrument. [Check if applicable box(es)]

22. Waiver of Homestead. Borrower waives all right of homestead excepted by Property.

23. Right to this Security Instrument. If one or more trustees are executed by Borrower and recorded together with

reciever's address and name and signature of the addressee, and then to the same extent as to this security instrument.

21. Release. Upon payment in full of this security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.

the property including those past due. Any rents collected by cashier or the receiver shall be applied first to paymen

27. RENTER IN POSSESSION. Upon acceptance under paragraph 17 or 18 of a bond agreement prior to the expiration of any period of redemption following sale, Lender (in person, by agent or by duly authorized receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents or apportioned receipts thereof for the benefit of the bondholders.

Under such circumstances, the expenses incurred in collecting the debts due to the plaintiff, and the costs of the suit, will be recoverable from the defendant, and the expenses incurred in pursuing the same, and the costs of the suit, will be recoverable from the defendant.

extinction of a debtor or any other defences of Borrower to succeed or to proceed. If the debtor is not sued or if the sums sued for exceed by more than one-half of all sums recovered by the Plaintiff, the Plaintiff may deduct the amount of the judgment from the amount of the sum recovered and sue for the balance.

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless (a) a date not later than 30 days from the date the notice is given to the Borrower, by whom such notice must be served personally or otherwise (pursuant to procedures otherwise)). The notice shall specify: (i) the debt or the portion of the debt which the debtor intended to cure the debt in full; (ii) the amount of the debt; (iii) the date on which the debt was due; and (iv) the name and address of the debtor.

NON-UNIFORM COVERNANTS, BOTTWER AND LEHNER UNTIL 2009/2010 AND AGREEMENTS;

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such 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 exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. 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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. 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 had no acceleration 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 paragraphs 13 or 17.

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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 demanding payment.

tee tiene sentido no m\'erge unids 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 if there is a legal proceeding (in law or equity) against the property described in this instrument, or if there is a bankruptcy proceeding in the bankruptcy of the Borrower, 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, applying the same amount of money as Lender's attorney fees and expenses in defending his property. Lender may include paying any sums secured by a lien which has priority over this Security in the Property, applying his costs in court, paying reasonable attorney fees and attorney fees and expenses in defense of the property. Lender may under this paragraph make Repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of any monthly payment required to be made under Paragraphs 1 and 2 or change the amount of payments. If paragraph 19 of 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 interest.

The property or to pay sums secured by this Security Instrument, whether or not then due. The deficiency period will begin

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration of repair is economically feasible and Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then 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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium clause. Lender shall have the right to hold the policies and renewals. If Lender reclaims, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. 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.

5. Hazardous Substance. Borrower shall keep the property clean and now existing or hereafter created on the property insured against loss by fire, hazards included within the term "extinct 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 unreasonable and may be reasonable withheld.

agrees in writing to the payment of the obligation, secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defers a garnishee's enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or for the purpose of protecting the Lender's interest in the lien; (c) secures from Lender an agreement to the payment of the obligation in whole or in part at the Lender's option.

4. **Charges:** leases, Borrower shall pay the taxes, assessments, charges, rents and impositions attributable to the property which may attach thereto, over this Security instrument, and leasehold payments or ground rents, if any, property shall pay the taxes, assessments, charges, rents and impositions attributable to the property which may attach thereto, over this Security instrument, and leasehold payments or ground rents, if any, Borrower shall pay the taxes, assessments, charges, rents and impositions attributable to the property which may attach thereto, over this Security instrument, and leasehold payments or ground rents, if any, Borrower shall pay the taxes, assessments, charges, rents and impositions attributable to the property which may attach thereto, over this Security instrument, and leasehold payments or ground rents, if any, Borrows shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) redepits evidencing the payments, (b) pays all amounts due to Lender, and (c) pays all costs and expenses of collection, including attorney's fees.

paragraphe 1 et 2 sera appliquée, premièrement, pour les charges découlant de l'application de la présente notice; et, secondement, pour les charges découlant de l'application de la présente notice, lorsque celles-ci sont égales ou supérieures aux charges découlant de l'application de la présente notice.

If the amount of the Funds held by Leander, 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 Leander is not sufficient to pay the escrow items when due, Borrower shall pay to Leander any amount necessary to make up the deficiency paid by Leander.

The Fund's name or title in its individual or institutional capacity as a subscriber to funds authorized by Lender if Lender is such an institution.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on 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.

MAIL TO:
BOX 150

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 26th day of March , 19 91

, 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

IRVING FEDERAL BANK FOR SAVINGS

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1349 W. Greenleaf Ave. #G Chicago IL 60626

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

1349-1355 Greenleaf Condo.

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's 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 9.

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;

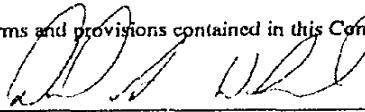
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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. 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.

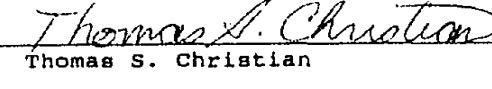
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.


(Seal)
David G. Walsh

-Borrower


(Seal)
Thomas S. Christian

-Borrower


(Seal)
Thomas S. Christian

-Borrower

(Sign Original Only)

FORM 314C 12/83

MULTISTATE CONDOMINIUM RIDER - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

VMP - B (8808.01)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

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