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THIS INSTRUMENT WAS PREPARED BY:
FIRST ILLINOIS MORTGAGE CORPORATION
1440 RENAISSANCE DRIVE
PARK RIDGE ILLINOIS 60068
CAROL ARDELL



91160197

DEPT-01 RECORDING \$16.29
T61111 TRAN 1986 04/09/91 13:16:00
\$8826 A *-91-160197
COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 09,
19 91 The mortgagor is JIN COLLINS AND ZACHARIAH COLLINS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
FIRST ILLINOIS BANK OF EVANSTON, N.A.,
which is organized and existing under the laws of THE UNITED STATES
800 DAVIS STREET EVANSTON ILLINOIS 60201
, and whose address is
("Lender").

Borrower owes Lender the principal sum of THIRTY THREE THOUSAND THREE HUNDRED AND 00.00

Dollars (U.S. \$ 33,300.00--). 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 MAY 01ST, 2006. 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 203 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN
1633 THOME CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS
DOCUMENT NO. 24693568, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PI# 14-06-211-015-1007

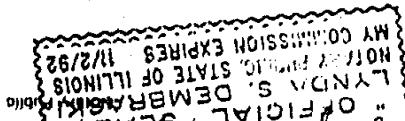
which has the address of 1633 THOME #203 CHICAGO
60660 NC [Street] [City]
Illinois [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, ap-
purtenances, 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 mort-
gage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower
warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances
of record.

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

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My Commission expires:

Given under my hand and official seal, this

set forth.

Signed and delivered the said instrument in free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the *y*

, personally known to me to be the same person(s) whose name(s)

do hereby certify that *(Signature), ADO AWWA CULLINS, FEBRUARY 1992*
, a Notary Public in and for said county and state,

County ss:

I, the undersigned

Cook

STATE OF ILLINOIS,

(Space below this line for Acknowledgment)	
-Borrower	-Borrower
(Seal)	(Seal)
-Borrower	-Borrower
(Seal)	(Seal)
-Borrower	-Borrower
(Seal)	(Seal)
<i>JOHN GUTHRIE</i>	
50AHN60661/NS	

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

23. Fiduciaries to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this instrument, the co-owners and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

22. Waiver of Homeowner's Right of Redemption. Borrower waives all right of homeowner's redemption in the Property.

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 recording costs, attorney's fees, and other expenses incurred in the preparation of this instrument.

the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.

20. Lender in Possession. Upon acceleration of any period of time provided in paragraph 19 or abandonment of the Property and at any time otherwise, Lender shall be entitled to enter upon, take possession of and manage the Property until first to payment of all sums secured by this Security instrument.

19. Acceleration. Borrower shall give notice to Lender of further covenants and agrees as follows:

(a) The notice shall be given to Borrower prior to acceleration following 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 the date acceleration required to cure the default; and (d)

a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (e)

by this Security instrument, foreclose after acceleration and sale of the Property. The notice shall inform Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the non-judiciable

instrument within 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 instrument, but not limited to, reasonable

delivered in the notice, Lender at its option may require further acceleration of the instrument by Lender before the instrument is settled or disposed of, including, but not limited to, reasonable

fees and costs of title evidence, including attorney's fees, and any other expense incurred in the preparation of the instrument.

18. Acceleration. Remedies. Lender shall have further covenants and agrees as follows:

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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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- If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the premium is paid under paragraph 1.
8. Inspection. Lender or his agents may make reasonable entries upon and inspect any premises of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifically causing for the inspection, unless Borrower and Lender otherwise agree. In the event of a total taking of the Property, the instrument terminates in the event of a partial taking of this Security instrument, whether or not due, the proceeds shall be applied to Lender.
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 damages resulting from the condemnation, shall be paid to Lender before the date of the taking of the Property or (b) the fair market value of the following fraction: (a) the total amount of the sums secured by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the amount of the proceeds multiplied by the amount of the proceeds.
10. Borrower Not Released; Foreclosure By Lender. Extension of the time for payment or modification of the note or any other obligation of the Borrower shall not be a waiver of or preclude the exercise of any right or remedy made by the original debtor or of Borrower's successors in interest. Any foreclosure by Lender in connection with the note or any other obligation of the Borrower to Lender shall not operate to release the liability of the Borrower or his successors in interest to Lender for payment of the note or any other obligation of the Borrower.
11. Successors and Assigns; Bound; Joint and Several Liability; Co-signers. This instrument shall bind and benefit the successors and assigns of the Borrower, Lender and co-signers, if the instrument is not terminated or modified.
12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan instruments of the Note without Lender's consent, to the extent that Lender makes any accommodation charge under the terms of this Security instrument, the Note may agree to pay the sum secured by this Security instrument to Lender under the terms of the Note, provided that the Note is not exceeded by the sum of the principal plus interest plus any fees or charges collected by the Borrower.
13. Legalization; Affidavit; Preparation; Right. If an affidavit prepared without any preparation charge under the Note, the Note may be terminated by the Borrower, Lender and co-signers, if the Note is not exceeded by the sum of the principal plus interest plus any fees or charges collected by the Borrower.
14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing to Lender or Lender's address as provided in this paragraph 17.
15. Governing Law; Severability. This Security Instrument shall be governed by the laws of the state in which the Property is located. In the event that any provision of this Security instrument or the Note is held to be severable, it shall be severable.
16. Borrower's Copy. Borrower shall be given one 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 instrument or certificate of title to the Property is 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 his option, require immediate payment in full of all amounts due and owing to Lender by Borrower, Lender shall not be liable for any amounts so demanded by Lender if it is sold or transferred (or if a beneficial interest in Borrower is sold or any part of the Property or any instrument or certificate of title to the Property is transferred and Borrower is not a natural person) without Lender's prior written consent. However, this option shall not be exercised by Lender if Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
18. Borrower's Right to Remedy. If Borrower fails to pay these sums secured by this Security instrument within the time specified in this Security instrument, before notice of the property transfers to any third party, Lender's rights under this Note shall be as follows:
- (a) pays Lender all sums which then would be due under this Security instrument if Lender's rights under this Note had no acceleration; (b) pays any deficiency of any other covariance or agreement; (c) pays all expenses incurred in foreclosing this Security instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security instrument is valid, enforceable, and fully effective.
19. Lender's obligation to pay the deficiency, if any, of any other covariance or agreement, (c) pays all expenses incurred in foreclosing this Security instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security instrument is valid, enforceable, and fully effective.
20. Lender's rights under this Note shall be as follows:
- (a) pays Lender all sums which then would be due under this Security instrument if Lender's rights under this Note had no acceleration; (b) pays any deficiency of any other covariance or agreement; (c) pays all expenses incurred in foreclosing this Security instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security instrument is valid, enforceable, and fully effective.

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THIS CONDOMINIUM RIDER is made this 08TH day of APRIL, 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

FIRST ILLINOIS BANK OF EVANSTON, N.A. (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:

1630 THOME #203 CHICAGO ILLINOIS 60630-36

(Property Address)

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

1630 WEST THOME CONDOMINIUMS

(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.

CONDONIUM RIDER 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.

JOHN COLLINS (Seal)
JOHN COLLINS
-Borrower

AGATHA COLLINS (Seal)
AGATHA COLLINS
-Borrower

91160197 (Seal)
91160197
-Borrower

(Seal)
-Borrower

(Sign Original Only)

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COURT OF APPEALS
RECORDED IN THE CLERK'S OFFICE
APRIL 20, 1970

Property of Cook County Clerk's Office

REC'D