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LOAN NO. 200-16-06

8. Inspection. Lender is entitled to give Borrower notice of the time or date upon which Lender shall make reasonable written inspection of the Property. Lender may give Borrower notice of the time or date prior to an inspection specifying reasonable cause for the inspection.

10. 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 compensation 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 sum secured by this Security instrument whether or not then due, with any balance paid to Borrower in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum 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 sum 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sum secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sum secured by this Security instrument whether or not the sum is then due.

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 of its option either to restoration or repair of the Property or to the sum 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.

11. Borrower Not Selected; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of any provision of the sum secured by this Security instrument granted by Lender to any successor in interest (a "Borrower") does not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be bound to a Borrower's proceedings against any successor in interest or refuse to extend time for payment or otherwise withhold investigation of the sum secured by this Security instrument by reason of any claim asserted by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right of remedy, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns; Lender's Joint and Several Liability. Co-signers. The covenants and agreements of this Security instrument shall be binding upon the co-signers and successors of Lender and Borrower, subject to the provisions of paragraph 13. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall do so under 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 sum secured by this Security instrument, and (c) agrees that Lender and any other Borrower may agree to extend credit, forgive or make any accommodation with regard to the terms of this Security instrument or the Note without that Borrower's consent.

13. Loan Charges. If the sum secured by this Security instrument is subject to a law which sets maximum loan charges and that law is hereby incorporated so that the interest and other loan charges collected or to be collected in connection with this instrument and the permitted funds, then (a) any such loan charge shall be reduced by the amount necessary to reduce the (i) the sum to the permitted limit and (ii) any sums already collected from Borrower which exceed said permitted limits and be refunded to Borrower. Lender may choose to make the 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.

14. Notices. Any notices 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 thereby being prohibited. 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 confirmed 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, transferred or otherwise disposed of, 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

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LOAN NO. 288-18-08

set forth by this Security Instrument. However, the option shall not be exercised by Lender if exercise is prohibited by federal law or if the date of the notice is illegal.

18. **Lender's Right to Foreclose.** Lender shall give Borrower notice of acceleration. The notice shall provide a period of less than 30 days from the date of the notice (delivered or mailed) within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums (not to the satisfaction of the period), Lender may invoke any remedies provided by the Security Instrument without further notice or demand on Borrower.

19. **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. These conditions are that Borrower (a) pays all amounts 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 enforcement of 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 Note and 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 accrued 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.

20. **Sale of Note, Change of Loan Service.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold in full or in part or otherwise without prior notice to Borrower. A sale may result in a change in the entity known as the "Lender" or one of their agents that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Service unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The note will state the name and address of the new Loan Service and the address to which payments should be made. The note will also contain any other information required by applicable law.

21. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that increases the risk 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 in no instance of the Property.

Borrower shall promptly upon order written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency of jurisdiction 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 21, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gas line, asbestos, other flammable or toxic materials, such products basic, phenolics and butadiene, volatile solvents, materials containing esteramine or formaldehyde and nuclear materials. As used in this paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-CRIMINAL FIVE HABITS: Borrower and Lender further covenant and agree as follows:

22. **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 of 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 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. **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.

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

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FORM 2010-070

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As 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 govern 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
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify):

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home 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.

Witnessed:

*[Signature]**[Signature]*

Social Security Number 111-11-1111

Social Security Number _____

Social Security Number _____

Social Security Number _____

(Space Below This Line for Acknowledgment)

STATE OF ILLINOIS.

County of:

I, [Signature], do hereby declare that

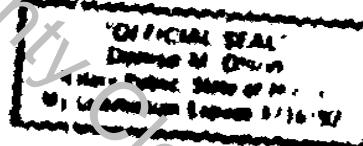
a Notary Public in and for said county and state do hereby certify

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day of January, and acknowledged that he/she signed and delivered the said instrument so freely and voluntarily, as to the undersigned, as an act of his/her free and voluntary consent.

Given under my hand and seal, at your office, this 1 day of January, 1997.

My Commission expires

This instrument was prepared by [Signature]



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CONDOMINIUM NOTE

LOAN 200 10 00

I, the undersigned, do hereby make this 11th day of December 1983, and seal the same with my hand and affix my signature thereto, and do hereby declare and affirm that I have read and understood all the terms and conditions by the undersigned (the "Borrower") to secure Borrower's Note to
AMERICAN BANK & TRUST, INC., MORTGAGE BANKER
dated the 11th of the same date and covering the Property described in the security instrument and located at
110 PROSPECT ROAD #A, BARTLETT IL 60103

(Property Address)

The Property is also owned together with an undivided interest in the common elements of a condominium project
as follows:

(Name of Condominium Project)
the Condominium Project of 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 Documents and the Covenants. The "Condominium Documents" are the (i) Declaration of any other documents which creates the Condominium Project, (ii) By-Laws, (iii) Code of Regulations, and (iv) other instruments documents. Borrower shall comply with all of the rules and regulations required pursuant to the Condominium Documents.

B. Hazard Insurance Borrower has the Owners Association maintain with a generally accepted insurance carrier a fire and liability insurance of the Condominium Project which is satisfactory to Lender and which provides coverage in amounts reasonably acceptable to the Lender, and against the hazards Lender requires, including fire and hazards insurance, when the term extended coverage thereon.

Borrower agrees the payment in Uniform Covenant 7 for the monthly payment to Lender of one tenth of the property taxes and assessments for hazard insurance on the Property, and

Borrower shall pay to Lender the amount of the required coverage is provided by the Owners Association in full, and

Borrower shall give Lender prompt notice of any higher required hazard insurance coverage. If the cost of the additional hazard insurance (including the costs of restoration or repair following a loss to the Property) exceeds 10% of the sum of the 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 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 or the unit or of the common elements, or for any convenience in fuel or transportation, 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, sell, partition or subdivide the Property or consent to

the abandonment of the unit or 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.

(i) any amendment to any provision of the Condominium Documents if the provision is for the express benefit of Lender.

(ii) termination of predecessor management and assumption of self management of the Owners Association.

(iii) the right of first refusal to the effect of terminating the public liability insurance coverage maintained by the Owners Association, if applicable to Lender.

F. Remedies If Borrower does not pay such amounts due 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 requiring payment.

BY SIGNING BELOW, Borrower agrees and agrees to the terms and provisions contained in the Condominium Note.

Date:
December 11, 1983

Signature:
WILLIAM J. TAYLOR, JR.

911-A-12-87

Form 200 09/80

ILLINOIS CONDOMINIUM NOTE - SINGLE FAMILY FINANCIAL INSTRUMENT
AG-CCM-1091-1980-001

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CERTIFY THAT THIS
IS A TRUE COPY
OF DOCUMENT # 91684237
Curry *Braun*
RECORDED
BOOK

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4810-0110-0111
RECEIVED 10/10/87
P.O. BOX 1687
MAIL MURKIN TO
92471403



COOK COUNTY RECORDER
DEPT. OF RECORDING
REC'D. 10/10/87
1687
MAIL MURKIN TO
92471403

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CAROL MOSELEY BRAUN

REGISTRAR OF DEEDS / REGISTRAR OF TORPENS TITLES
COOK COUNTY, ILLINOIS



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Document No. 1

Record Book No. —

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