

UNOFFICIAL COPY

State of Illinois

COOK COUNTY

MORTGAGE

92659253

1992 SEP 4 AM 11:16

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PIA Case No.
1316839905734

60405079

THIS MORTGAGE ("Security Instrument") is made on
The Mortgagor is
GEORGE J. GRUNLEE, DIVORCED AND NOT SINCE REMARRIED

~~FAUREY RAY PERSON~~ G.R.B.

whose address is
6166 N SHERIDAN 22L CHICAGO, IL 60660

September 2nd, 1992

MARGARETTEN & COMPANY, INC., ("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of the State of New Jersey
address is One Ronson Road, Iselin, New Jersey, 08830, and whose

("Lender"). Borrower owes Lender the principal sum of

Thirty Thousand, Six Hundred and 00/100

Dollars (U.S. \$

30,600.00)

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
October 1st, 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 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements
under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the
following described property located in

COOK

County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT NO. 22'L', IN GRANVILLE TOWER CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE
FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 2 AND 3 IN BLOCK 10 IN COCHRAN'S SECOND
ADDITION TO EDGEWATER, BEING A SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF SECTION
5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE
WEST 1320 FEET OF THE SOUTH 1913 FEET AND RIGHT OF WAY OF THE CHICAGO EVANSTON
AND LAKE SUPERIOR RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21,
1888 AS DOCUMENT 1042704 IN BOOK 31 AT PAGES 47 AND 48 IN THE OFFICE OF THE
RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT
'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25343058, TOGETHER
WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. 92659253

PERMANENT TAX NO. 14-05-210-024-1121

which has the address of

6166 N SHERIDAN 22L CHICAGO, IL 60660

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.

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BOOK 393 - 74

ILLINOIS FRA MORTGAGE
PAGE 4 OF 4 (Rev 7/91)

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

17. Precedent: Precedent: If either party to this instrument may require immediate payment in full of all sums secured by this Security Instrument without notice or 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 17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

18. Remedies: 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.

19. Waiver of Foreclosure: Borrower waives all rights of homestead exception in the Property.

20. 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 this Security Instrument as if the rider(s) were a part of this Security Instrument.

21. Security Interest: Lender shall have a security interest in the Property and in any property (real or personal) owned by Borrower, and acknowledged that (he, she, they) signed and delivered the said instrument as (his, her, their) free and voluntary act, in person, and acknowledged that (he, she, they) whose name(s) subscribed to the foregoing instrument, appeared before me this day personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, apperead before me this day for the uses and purposes herein set forth.

Given under my hand and official seal, this 2nd day of April, 1992.

GEORGE R. BROWNLEE, DIVORCED AND NOT SINCE REMARRIED

I, the undersigned, a Notary Public in and for said County and State do hereby certify that

this instrument was prepared by MARGARETTE & CO., INC. at HOMWOOD IL 60430 on 4 March 1992 for George R. Brownlee, a citizen of Illinois.

This instrument was prepared by MARGARETTE & CO., INC. at HOMWOOD IL 60430 on 4 March 1992 for George R. Brownlee, a citizen of Illinois.

My copy of this instrument is attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,

George R. Brownlee, Notary Public in and for the County of Cook, Illinois.

George R. Brownlee, Notary Public in and for the County of Cook, Illinois.

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

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
2. **Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b) or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of the Lender, shall be immediately due and payable.

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Landlord shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a third party may do so at any time there is a breach. Any application of rents of this Property shall not cure or waive any other right or remedy of Lender. This assignment of rents of this Property shall

Landlord's written demand to die tenant.

16. Assignment of Rent, Borrower incurs additional liability assuring and transmitting to Lender all the rents and revenues of the Property.

14. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable by a court of law, the remaining provisions shall remain in full force and effect.

15. **Borrower's Covenants.** Borrower covenants and agrees to do all things necessary to keep this Note in full force and effect.

13. Notices. Any notice to Borrower provided for in this Security instrument shall be given by mailing it by first class mail under circumstances that shall be given by deliverying it to the Borrower or by telephoning it to the Borrower when given to the Borrower or by leaving it with the Borrower when given to the Borrower.

execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant, and convey his Borrower's interest in the property under this Note; (b) is not personally obliging him to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, renew or make any accommodations

Any corporation may exercise any right or privilege granted by law to any corporation, if it is engaged in the same or a similar business, and if the corporation so engaging in the business is controlled by the same persons who control the corporation exercising the right or privilege.

The property of the lien created by this Security Instrument, for whatever note Recipient may have, shall remain in the name of the original Borrower or his heirs, executors, administrators, or assigns, and in the event of the death of the original Borrower, his estate shall be entitled to receive the same.

Borrower's failure to pay an amount due under the Note or this Security instrument. This right applies even after foreclosure proceedings are instituted. To resume the Secuity instrument, Lender shall tender in a lump sum all amounts required to bring Borrower's account up to date, plus attorney's fees and expenses of Borrower under this Security instrument, plus reasonable attorney's fees and expenses of collection, if any, and interest accrued from the date of the last payment to the date of collection.

Insurance is really due to Lender's failure to remit it monthly insurance premium to life second.

(e) Mortgage Note, received, Borrower agrees that should any note, secured by this Security Instrument and the note, accrued thereby not be paid within 60 days from the date hereof, Lender or his Securitry Agent may exercise any of the powers hereinabove set forth.

(ii) The property is not occupied by the proprietor, his or her credit has not been approved in accordance with the purchaser's or grantee's requirements of the Security.

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(a) Deemed payment in full of sums secured by the Secretary in the case of payment defaults, require immediate payment in full of sums secured by this Security instrument if the due date of the next monthly payment falls on or before the due date of the next monthly payment required by this Security instrument prior to or on

agreement, or offer, striking off any part of the Property, or for convenience in place of conclusion, are hereby assented and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Interim Note.

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CONDOMINIUM RIDER

NDOMINIUM RIDER is made this **2nd** day of **September**, 1992,
nted into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security
the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to
MARGARETTEN & COMPANY, INC.

he same date and covering the property described in the Security Instrument and located at:

5186 N SHERIDAN 22L CHICAGO IL 60660

address includes a unit in, together with an undivided interest in the common elements of, a condominium project
GRANVILLE TOWER CONDOMINIUM

a Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association")
e property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the
ation and the uses, proceeds and benefits of Borrower's interest.

CONDONIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and
covenant and agree as follows:

ng as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy
ing all property subject to the condominium documents, including all improvements now existing or hereafter erected
o Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods,
against the hazards Lender requires, including fire and other hazards included within the term "extended coverage,"
oss by flood, to the extent required by the Secretary, (i) Lender waives the provision in Paragraph 2 of this
urity Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard
ance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard
ance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners'
elation policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of
oss incurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair
wing a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to
ower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument,
any excess paid to the entity legally entitled thereto.

Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the
ers Association, as provided in the condominium documents.

Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts
ised by Lender under this Paragraph C shall become additional debt of Borrower secured by the Security Instrument.
ss Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of
bursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

George R. Brownlee
GEORGE R. BROWNLEE L.S.

L.S.

L.S.

L.S.

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Property of Cook County Clerk's Office

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MAR-7-306 (7/91)
RITA CONDON/INNUN RIBBER
Kopibrev NIAH-669 (14/m)

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BY SIGNING BELOW, BORROWER AGGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS CREDIT AGREEMENT.

Borrower promises to pay Borrower's wife located spouse of the common expenses of assessments and charges imposed by the Owner's Association, as provided in the condominium documents.

CONDOMINIUM GOVERNANTS. In addition to the governments and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Owners Association and did little to benefit the Borrower's interest.

GRANVILLE TOWER GONDOLA

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

5166 N SHERIDAN 221 CHICAGO IL 60660

(“Lender”) of the same date and containing the property described in the Security Instrument and located at:

MARGARETTEEN & COMPANY, INC.

THIS CONDONIUM RIDER is made this 2nd day of September, 1992.

CONDOMINIUM RIDER

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Property of Cook County Clerk's Office