

PREPARED BY: BOX 339 - TH  
ROBERT L. HOLZER  
WHEATON, IL 60187

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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1992 SEP 23 PM 3:32

92707681

RECORD AND RETURN TO:

NBD MORTGAGE COMPANY  
2000 SOUTH NAPERVILLE ROAD  
WHEATON, ILLINOIS 60187

(Space Above This Line For Recording Data)

## MORTGAGE

7843642

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THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 16, 1992**. The mortgagor is **NINA ALEXANDER, A SINGLE PERSON**.

(\*Borrower"). This Security Instrument is given to **NBD MORTGAGE COMPANY** as security for payment of a sum of **\$33,300.00** due by **September 1, 2002**.

which is organized and existing under the laws of **THE STATE OF DELAWARE**, and whose address is **900 TOWER DRIVE  
TROY, MICHIGAN 48098** ("Lender"). Borrower owes Lender the principal sum of **THIRTY THREE THOUSAND THREE HUNDRED AND 00/100 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 **OCTOBER 1, 2002**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 1508 IN LINCOLN PARK TOWER CONDOMINIUM AS DELINEATED ON SURVEY  
OF LOTS 6 TO 9 BOTH INCLUSIVE, 48 TO 52 BOTH INCLUSIVE, IN ET RAM  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION**

14-33-400-042-1152  
which has the address of **1960 N. LINCOLN PARK WEST-UNIT 1508, CHICAGO**  
Illinois **60614** Street, City ,  
(**"Property Address"**);  
Zip Code **60614** Zip Code ,  
DPS 1088

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP MORTGAGE FORMS - 1913298-9100 - (800)821-7281  
Form 3014 B/90  
NA

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Form 3014 3/90  
DPS 1980

Page 2 of 8

MARCH 1981

Borrower shall promptly discharge any lien which has priority over this Security Instrument within 30 days of the giving of notice.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If Borrower holds any title to the property in fee simple, or (c) Secures from the holder of the lien an agreement satisfactory to Lender authorizing the Lender to foreclose on the lien, or (d) secures from the holder of the lien an agreement whereby the Lender's option operates to prevent the winding up of the property, then in a manner acceptable to Lender; (b) certifies in good faith to Lender that the security interest of Lender over this Security Instrument, if Lender determines that any part of the property is subject to a lien which may attach prior to the date of the instrument, or (e) secures from the holder of the lien an agreement satisfactory to Lender authorizing the Lender to foreclose on the lien to the extent of the lien, or (f) certifies in good faith to Lender that the security interest of Lender over this Security Instrument, if Lender determines that any part of the property is subject to a lien which may attach prior to the date of the instrument, or (g) secures from the holder of the lien an agreement satisfactory to Lender authorizing the Lender to foreclose on the lien to the extent of the lien.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person named below, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

If the amount provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on his directly which may attach priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay which may attach to all taxes, assessments, charges, fines and importations after due to the property which may attach to the property due: first, to any late charges due under the Note;

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and importations after due to the property due, to interest due: fourth, to principal due; and last, to any prepayments due under the Note;

1 and 2 shall be applied: first, to any prepayments due under the Note; second, to amounts due under paragraph 2;

3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraph 3,

Funds held by Lender at the time of acquisition of the credit against the sums secured by this Security Instrument, shall apply only Funds held by Lender to the extent of application of the credit against the sums secured by

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any taxable monthly payments, at Lender's sole discretion.

If the Person held by Lender to make up the deficiency to pay to Lender the amount necessary to pay the Borrower when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than

for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is paid to Lender in connection with this loan, unless specifically otherwise, Lender shall receive a fee or service charge for a one-time charge for an independent real estate tax reporting service

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the excess Funds held by Lender are not collected to the Funds, showing credit and debits to the Funds and the purpose for which each without charge, an annual accounting of the Funds, showing credit and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that, in part shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless specifically otherwise. Unless an agreement is made or otherwise. However, unless Lender may require Borrower, to pay a one-time charge for an independent real estate tax reporting service

Secrow Items. Lender may not charge Borrower for holding and applying the Funds, annually summarizing the Secrow account, or including Lender, if Lender is such in any institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Secrow Items. Lender may not charge Borrower for holding and applying the Funds, summarily summarizing the Secrow account, or

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Secrow Items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future losses a lesser amount, if it, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RFSPA"), unless another law that applies to the Funds related mortgage loan, may require for Borrower's account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Secrow Items." If any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may attach priority over this Security Instrument as a lien on the Property; (c) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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

VARATIONS BY JURISDICTION TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrance of record. Borrower warrants and conveys the Property and that the Security Instrument is lawfully executed of the estate hereby conveyed and has the right to mortgage.

TOGETHER WITH all the improvements now or hereafter recorded on the property, and all attachments and addititions thereto, All of the foregoing is referred to in this Security Instrument as the "Property".

fixtures now or hereafter a part of the property. All replacements and addititions shall also be covered by this Security

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**5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. 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 Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. 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 all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** 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 forfeiture of 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.

**8. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Form 3014 8/90

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Form 3014 S/80  
DPS 1988

Page 4 of 6

16. Borrower's Copy. Borrower shall be given one conforming copy of this Note and of this Security Instrument.

Form 3014 S/80  
DPS 1988

to be severable.

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

16. Notice to Lender. Any notice to Lender shall be provided in writing and given to Lender when given as provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this paragraph is addressed to Borrower or Lender when given as provided in this paragraph.

or my other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address if by mail.

17. Notice to Borrower. Any notice to Borrower provided for in this Security Instrument shall be given by mailing preparation charge under the Note.

18. Payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceed the permitted limit, less:

(a) any such loan charge collected from Borrower which exceeded payment required to pay the amount

and that how it finally interpreted so that the interest of other loans charged collected or to be collected in connection with the make any accommodation with regard to the terms of this Security Instrument as subject to a loan which bears maximum loan charges.

19. Loan Charges. If the loan secured by this Security Instrument is subject to a loan which bears maximum loan charges,

20. Borrower's Interest in the Security Instrument: (a) is co-signing this Security Instrument; only co-signs this Security Instrument but does not execute the Note; (b) is not personally obligated to pay the sum Borrower's interest in the Security Instrument shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-signers and successors shall be liable to Lender and Borrower in interest of Borrower's interest in the Security Instrument with regard to the terms of this Security Instrument as subject to a loan which bears maximum loan charges.

21. Successors and Assigns; 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

22. Exercise of Any Right of Remedy. Lender is authorized to exercise any right of remedy shall not be a waiver of or preclude the

23. Borrower Note Released; Payment by Lender Note a Waiver. Breach of the time for payment of Borrower shall of amortization of the same secured by the Security Instrument granted by Lender to my successor in interest of Borrower shall not operate the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against Borrower in interest of Borrower's successor in interest of Borrower's note released to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to exercise any right of remedy.

24. Lender and Borrower, otherwise agree in writing, any application of proceeds to principal shall not extend or

25. Lender is authorized to collect and apply the proceeds, at its option, either to repayment of part of the Property or to the same secured by this Security Instrument, whether or not due.

26. If the Property is sold by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

27. If the Lender secures a claim for damages, Borrower shall be liable to Lender within 30 days after the date given, shared or settled a claim for damages, Borrower fails to respond to Lender within 30 days after the date given, or if the Lender is authorized to collect and apply the proceeds, at its option, either to repayment of part of the Property or to the same

28. Lender is authorized to collect and apply the proceeds, at its option, either to repayment of part of the Property or to the same secured by this Security Instrument, whether or not due.

29. Lender is authorized to collect and apply the proceeds, at its option, either to repayment of part of the Property or to the same secured by this Security Instrument, whether or not due.

30. Lender is authorized to collect and apply the proceeds, at its option, either to repayment of part of the Property or to the same secured by this Security Instrument, whether or not due.

31. Lender is authorized to collect and apply the proceeds, at its option, either to repayment of part of the Property or to the same secured by this Security Instrument, whether or not due.

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35. Lender is authorized to collect and apply the proceeds, at its option, either to repayment of part of the Property or to the same secured by this Security Instrument, whether or not due.

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37. Lender is authorized to collect and apply the proceeds, at its option, either to repayment of part of the Property or to the same secured by this Security Instrument, whether or not due.

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44. Lender is authorized to collect and apply the proceeds, at its option, either to repayment of part of the Property or to the same secured by this Security Instrument, whether or not due.

45. Lender is authorized to collect and apply the proceeds, at its option, either to repayment of part of the Property or to the same secured by this Security Instrument, whether or not due.

46. Lender is authorized to collect and apply the proceeds, at its option, either to repayment of part of the Property or to the same secured by this Security Instrument, whether or not due.

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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 those 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 as if no acceleration had 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 paragraph 17.

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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation 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 to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party 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 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

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

DPS 1993  
Form 3014.B/90

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Page 8 of 8 - Form 3014.B/90 - This form is not to be used in California or Massachusetts. Instead, use Form 3014.A/90.

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Page 6 of 8

NOTARY PUBLIC

My Commission Expires 11/1995  
Cook County  
Notary Public, State of Illinois  
Katherine L. Eidecker  
"OFFICIAL SEAL"

11

Given under my hand and official seal, this 16 day of  
June and voluntary set, for the uses and purposes herein set forth,

me this day in person, and acknowledge that HE/GHE signed and delivered the said instrument as HIS/HER  
personality known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before

NINA ALEXANDER, A SINGLE PERSON  
County and state do hereby certify that

I, NANCY PUBLISHER IN AND FOR SAID

COUNTY AS:

STATE OF ILLINOIS, COOK

BORROWER

(S/N)

02 707 681

BORROWER

(S/N)

BORROWER

(S/N)

WITNESS

WITNESS

BORROWER

(S/N)

NINA ALEXANDER

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

- Adjustable Rate Rider       Condominium Rider       1-4 Family Rider       Biweekly Payment Rider       Biweekly Payment Rider       Planned Unit Development Rider       Rate Improvement Rider       Second Home Rider       Other(s) (Specify) \_\_\_\_\_
- Balloon Rider       V.A. Rider       Other(s) (Specify) \_\_\_\_\_

(Check applicable box(es))

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

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 16TH day of SEPTEMBER, 1982,  
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

**NED MORTGAGE COMPANY,**  
**A DELAWARE CORPORATION**

of the same date and covering the Property described in the Security Instrument and located at:

**1950 LINCOLN PARK W.**  
**CHICAGO IL 60614**

[Property Address]

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

**LINCOLN PARK TOWER CONDOMINIUM**

[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  
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 10.

MULTISTATE CONDOMINIUM RIDER -Single Family- Pennie Mae/Freddie Mae UNIFORM INSTRUMENT

Form 3140 9/80

Page 1 of 2

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**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.

*Roger Alexander*

ROGER ALEXANDER

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

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UNIT 1508 IN LINCOLN PARK TOWER CONDOMINIUM AS DELINEATED ON SURVEY  
OF LOTS 6 TO 9 BOTH INCLUSIVE, 48 TO 52 BOTH INCLUSIVE, IN HIRAM  
JEFFERSON'S SUBDIVISION OF BLOCK 38 IN CANAL TRUSTEES SUBDIVISION  
IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN AND LOTS 1 TO 5 BOTH INCLUSIVE IN SAID HIRAM JEFFERSON'S  
SUBDIVISION OF BLOCK 38 AND CERTAIN PARTS OF VACATED PUBLIC ALLEY  
AND PRIVATE ALLEY (HEREINAFTER REFERRED TO AS "PARCEL") WHICH SURVEY  
IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY  
LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE  
UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1966 AND KNOWN AS TRUST NUMBER  
29500 RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY,  
ILLINOIS AS DOCUMENT NUMBER 23932182 AND AS AMENDED BY DOCUMENT  
90146317 RECORDED APRIL 3, 1990, TOGETHER WITH AN UNDIVIDED PERCENTAGE  
INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY  
AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN  
SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

14-33-400-042-1152

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Clerk's Office

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