

ED BY:  
RICUS, Hinshaw & Culbertson  
17. Tr. LaSalle  
SOLD ON 10/10/1991, IL 60601

# UNOFFICIAL COPY

LOAN NUMBER: 7002598

RECORD AND RETURN TO:

LAKE SHORE NATIONAL BANK  
605 North Michigan Avenue  
Chicago, IL 60611



[Space Above This Line For Recording Data]

935-42900

MORTGAGE  
935-42900

THIS MORTGAGE ("Security Instrument") is given on June 25, 1993 . The mortgagor is

KATHRYN M. FERRANTELLA, DIVORCED AND NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to

LAKE SHORE NATIONAL BANK

. DEPT-A: RECORDINGS 435-56  
. FILED: FRAN 3414 07/1/93 14:43:00  
. \$582.4 \*-93-542900  
. COOK COUNTY RECORDER

which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose address is 605 North Michigan Avenue

Chicago, Illinois 60611 ("Lender"). Borrower owes Lender the principal sum of SEVENTY THREE THOUSAND TWELVE DOLLARS AND 00/100

Dollars (U.S. \$ 73,012.00 ).

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 JUNE 25, 2023

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 2405 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARKVIEW CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 24558738, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-33-423-048-1268

4350 ND  
(Street, City)

which has the address of 1660 North LaSalle Street, Unit 2405, Chicago Illinois 60614 ("Property Address")

(Zip Code)

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/90

Amended 5/91

VMP -6R(ILL) 192121

VMP MORTGAGE FORMS (312)293-8100 (800)521-7291



R/F

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Form 3614 9/90

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9354290

1. **Possession of Property and Interest:** Borrower shall 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 promptly pay when due the taxes and assessments which may then be levied on the Security instrument as a lien on the Property; (b) yearly leasehold payments and assessments now or hereafter created by Lender.

3. **Interest and Premium:** Borrower and Lender covenant and agree as follows:

**ENTIRE CONTRACT.** Borrower and Lender covenant and agree as follows:

variations by substitution to constitute a uniform security instrument covering real property.

**THIS SECURITY INSTRUMENT** constitutes uniform conventions for national use and non-uniform conventions with limited and well defined generality the title to the Property and that the Property is unencumbered, subject to any encumbrances of record.

**BORROWER COVENANTS** that Borrower is lawfully seized of the entire 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.

**INSTRUMENT OF SECURITY** is recorded to in this Security instrument as the "Property".

**TOGETHER WITH** all the improvements now or hereafter erected on the Property, and all easements, appurtelements, and fixtures now or hereafter a part of the Property. All improvements and addititons shall also be covered by this Security

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**17. 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. 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 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.

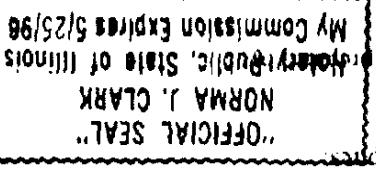
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**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 301A 9/80

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My Commission Expires

Given under my hand and official seal, this  
25 day of June 1993  
Signed and delivered the said instrument, appeared before me this day in person, and acknowledged that S. [Signature]  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that S. [Signature]

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

KATHRYN M. FERRANTELLA, Notary Public, State of Illinois

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

(County Seal)

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

KATHRYN M. FERRANTELLA

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.

- Check applicable boxes.)  
24. 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 this Security Instrument as of the rider(s) were a part of this Security Instrument.  
the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement  
the Security Instrument, its covenants and agreements as of the date of this Security Instrument.
- (Check applicable boxes.)  
X Additional Rate Rider      X Additional Premium Rider      X Environment Rider  
X Cardholder Premium Rider      X Planified Credit Development Rider      X Second Home Rider  
X Biweekly Payment Rider      X Late Improvement Rider      X Other(s) [Specify]  
X Third Party Rider      X Biweekly Payment Rider      X V.A. Rider  
X Borrower Rider      X Second Home Rider      X Blown Rider  
X Environment Rider      X Other(s) [Specify]      X

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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 these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note 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.

Form 3014 9/90

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Form 3014 9/80

16. The Lender shall be given one copy of the Note and of this Security Instrument to be delivered by Borrower.

17. Lender shall be entitled at the end of the period of time specified in the Note to receive payment of the amount of the Note plus interest thereon in accordance with the terms of the Note and the law of the state or country in which the Note is issued. In the event that any provision of this Security Instrument or the Note cannot be given effect under applicable law, such provision shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

18. Lender's address shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph if Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Note or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the Lender's first class mail unless otherwise provided for in this Security Instrument shall be given by delivery to the Lender.

19. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing prepayable until each Note.

20. Payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any loss of the permitted time; and (b) any sums already collected from Borrower which exceed the amount necessary to reduce the loan exceed the permitted time, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that this is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan agree with the original loan charges.

21. Joint Liabilities. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the note without the Borrower's consent.

22. Borrower's interest in the Property under the terms of this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or terminate by this Security Instrument this Security Instrument only to Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to Borrower, joint and convey this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

23. Successors and Assigns. Subject and severable, the covenants and agreements of this Security Instrument shall be binding and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this

24. Exercise of any right of remedy. Any Borrower may exercise any right of remedy available to it under the Note or the Security Instrument.

25. Release of the Lender. Any Borrower may release its interest in the Security Instrument by Lender in exchange for any right of remedy available to it under the Note or the Security Instrument. The Lender may demand payment of any amount due to it under the Note or the Security Instrument by Lender in exchange for any right of remedy available to it under the Note or the Security Instrument.

26. Release of the Lender and Borrower. Lender and Borrower may agree in writing, any application of proceeds to principal shall not exceed or

27. Release of the Lender and Borrower. Whether or not the Note due date of the Note is exceeded by the amount of such payments. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sum secured by this Security Instrument, whether or not the Note due.

28. Release of the Lender and Borrower. Whether or not the Note due date of the Note is exceeded by the amount of such payments. If the Note due date of the Note is exceeded by the amount of such payments, Lender and Borrower may agree in writing, any application of proceeds to principal shall not exceed or

29. Release of the Lender and Borrower. Whether or not the Note due date of the Note is exceeded by the amount of such payments. If the Note due date of the Note is exceeded by the amount of such payments, Lender and Borrower may agree in writing, any application of proceeds to principal shall not exceed or

30. Release of the Lender and Borrower. Whether or not the Note due date of the Note is exceeded by the amount of such payments. If the Note due date of the Note is exceeded by the amount of such payments, Lender and Borrower may agree in writing, any application of proceeds to principal shall not exceed or

31. Release of the Lender and Borrower. Whether or not the Note due date of the Note is exceeded by the amount of such payments. If the Note due date of the Note is exceeded by the amount of such payments, Lender and Borrower may agree in writing, any application of proceeds to principal shall not exceed or

32. Release of the Lender and Borrower. Whether or not the Note due date of the Note is exceeded by the amount of such payments. If the Note due date of the Note is exceeded by the amount of such payments, Lender and Borrower may agree in writing, any application of proceeds to principal shall not exceed or

33. Release of the Lender and Borrower. Whether or not the Note due date of the Note is exceeded by the amount of such payments. If the Note due date of the Note is exceeded by the amount of such payments, Lender and Borrower may agree in writing, any application of proceeds to principal shall not exceed or

34. Release of the Lender and Borrower. Whether or not the Note due date of the Note is exceeded by the amount of such payments. If the Note due date of the Note is exceeded by the amount of such payments, Lender and Borrower may agree in writing, any application of proceeds to principal shall not exceed or

35. Release of the Lender and Borrower. Whether or not the Note due date of the Note is exceeded by the amount of such payments. If the Note due date of the Note is exceeded by the amount of such payments, Lender and Borrower may agree in writing, any application of proceeds to principal shall not exceed or

36. Release of the Lender and Borrower. Whether or not the Note due date of the Note is exceeded by the amount of such payments. If the Note due date of the Note is exceeded by the amount of such payments, Lender and Borrower may agree in writing, any application of proceeds to principal shall not exceed or

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25th day of JUNE 1993, 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

LAKE SHORE NATIONAL BANK

(the "Lender")

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

1660 NORTH LASALLE STREET, UNIT 2405, CHICAGO, ILLINOIS 60614

[Property Address]

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

PARKVIEW 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.

K/P

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Form 3140 9/90

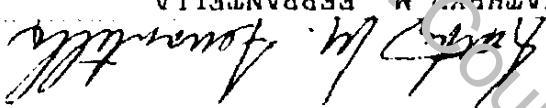
Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

KATHRYN M. FERRANTELLA



Rider:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conditional

Lender to Borrower requesting payment.

By the Security Instrument Lender unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of instrument at the Note rate and shall be payable, with interest, upon notice from them. Any amounts advanced by Lender under this paragrapgh F shall become additional debt of Borrower secured

F. Kereidder does not pay condominium dues and assessments when due, then Lender may pay maintained by the Owners Association unacceptable to Lender.

(i) any action which would have the effect of rendering the public liability insurance coverage Association or

(ii) termination of professional management and assumption of self-management of the Owners benefit of Lender;

(iii) any amendment to any provision of the Conditional Documents if the provision is for the express taking by condominium or eminent domain;

termination required by law in the case of substantial destruction by fire or other casualty or in the case of a written consent, either partition or subdivide the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assiged 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.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to

95-42909

Property of Cook County Clerk's Office

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## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 25th day of JUNE 1993, 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 LAKE SHORE NATIONAL BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1660 NORTH LASALLE STREET, UNIT 2405, CHICAGO, ILLINOIS 60614

(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used or intended to be used in connection with the Property, including, but not limited to those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence of Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

KIF

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1/1/15

-Borrower  
(S&H)

-Borrower  
(S&H)

-Borrower  
(S&H)

KATHRYN M. FURNANTZELA  
*[Signature]*  
-Borrower  
(S&H)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

## Security Instrument

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under the Security Instrument and Lender may invoke any of the remedies permitted by the instrument shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the

Landlord or Lender's agents or a judge appointed receiver, shall not be required to enter upon, take control of or掌管 the Property before or after a default to Borrower. However, Lender, or Lender's agents or a judge appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidity of rights in remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Borrower performs and warrants that Borrower has not executed any prior assignment of the Rents and has not assigned, alienated, or otherwise disposed of the Rents.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Government

without any showing as to the inadequacy of the Property as security.

Rents due and unpaid to Lender's agents upon Lender's written demand to the tenant of the Property shall pay all rents due and receiving the Property and collecting the Rents, including, but not limited to, attorney's fees, receivers' fees, premiums and management fees, board, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; and (vi) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vii) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property receiving the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Government

If Lender gives notice of breach to Borrower, (i) all Rents received by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled

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## ENVIRONMENTAL RIDER

THIS RIDER IS EXECUTED THIS 25<sup>th</sup> DAY OF JUNE, 1993, AS PART  
OF THAT CERTAIN MORTGAGE/TRUST DEED DATED JUNE 25, 1993.

The undersigned ("Borrower") hereby agrees to give Lake Shore National Bank ("Lender") immediate notice of any violation or suspected violation of any federal, state, or local statute, rule or regulation dealing with the presence or suspected presence of any hazardous, toxic or environmentally dangerous substances or conditions affecting the property ("Property") owned by the trust aforesaid. Notwithstanding any language or provision of this Mortgage or Trust Deed or this Rider to the contrary, Borrower hereby unconditionally gives Lender the right, but not the obligation, and Lender does not so obligate itself, to undertake to contain and clean up releases of hazardous substances on the Property before the costs of doing so exceed the value of the Property.

Borrower hereby indemnifies and saves Lender harmless of and from any and all loss, costs (including reasonable attorney's fees), liability and damage whatsoever incurred by Lender, by reason of any violation of any applicable statute, rule or regulation for the protection of the environment which occurs upon the Property or any adjacent parcels of real estate or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation; provided that, to the extent that Lender is strictly liable under any such statute, Borrower's obligation to Lender under this indemnity shall likewise be without regard to fault on the part of Borrower with respect to the violation of law which results in liability to the Lender. Borrower further agrees that this indemnity shall continue and remain in full force and effect beyond the term of the indebtedness or obligation which is secured by his Mortgage or Trust Deed and shall be terminated only when there is no further obligation of any kind whether in law or in equity or otherwise of Lender in connection with any such environmental cleanup costs, environmental liens, or environmental matters involving the Property.

Borrower:

  
KATHRYN M. FERRANTELLA

KMF

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## EXHIBIT A

UNIT 2405 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARKVIEW CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 24558738, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

95542800

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