Please Return To: Express America Mortgage Corporation

P.O. Box 60610

COOK COUNTY ILLINOIS FRICH FOR RECORD Phoenix, AZ 85082-0610

27 00T 20 PM 1: 14

Loan No.: 7023479

93844739

93844739

Store Above this time For Recording (Data) ------

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

October 14

, 19 93 .

The mortgagor is Joseph P. Flanagan, also known as Joseph P. Flanagan, Sr., an unmarried man

("Borrower^).

This Security Instrument's given to Chicago Mortgage Corporation

whose address is 1200 Shearer Road, Suite 220, Northbrook, IL 60062

("Lender").

Borrower owes Lender the principal can of NO/100ths four hundred three thousand two hundred fifty and

403,250.00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

November 1, 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 a operty located in Cook County. Illinois:

UNIT NUMBERS 2"A" AND 2"B" IN 1520 NORTH STATE PARKWAY CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 13 (EXCEPT THE NORTH 10 FEET THEREOF), ALL CO LOT 14 AND THE NORTH 10 FEET OF LOT 15 IN SUBDIVISION OF LOT "A" IN BLOCK 1 DI CATHOLIC BISHOP OF CHICAGO SUEDIVISION OF LOT 13 IN ERONSON'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINTUM RECORDED A3 DOCUMENT NUMBER 24,642,373, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 17-04-210-030-1006 (AFFECTS UNIT 2A)

17-04-210-030-1007 (AFFECTS UNIT 2B)

which has the address of

1520 North State Parkway Unit 2A, Chicago

Rivel

Illinois

60610 iZio Codel

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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."

CEROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Page 1 of 4

H.J.INOIS-Single Pamily- Fannie Mac/Freddle Mac UNIFORM INSTRUMENT

Form 3014 9/90

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1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any soms payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

provisions of paragraph 8, in lieu of the payment of mortgage fusurance premiums. These items are called "Escrow Items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$2601 et seq. ("RESPA"), unless another law that applies to the Punds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items, or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, unless Lender pays Borrower interest on the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent teal estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the Funds held by Lender shall not be

Lyon payment in fairs, all sans, secared by this Security Instrument, Lender shall promptly fended to Borrower any Funds held by Lender. If nuter para-gas 21, Lender shall acquise or sel the Property, shall apply any Funds beld by Lender at the time of acquisition or sale as a credit against the sums secured by the Security Instrument. Payments, these applicable has provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: Irist, to any frequyment charges due under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applied: Irist, to any frequyment charges due under the Note; second, to amounts payable under paragraphs 2 third, to interest due; fromth, to principal due; and last, to any late charges their should not the Property of the Comment of the Comment of the Property of the Comment of the Comment of the Comment of the Institute of the Property of the Comment of the Comment of the Institute of the Comment of the Institute of Institute of the Institute of Institute of

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.

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If substantially equivalent mortgage insurance overage 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in confection, with any condemnation or other taking of any part of the Property, or for conveyance in fieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, Any balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the property in which the fair market value of the Property immediately before the taking to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument granted to relate to the adde the motice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument granted by Lender to any successor in interest of B

of the sums secured by this security instrument by reason of any denand made by the original barrower of proclude the exercise of any right or remedy.

12. Successors and Assigns Bound, Joint and Several Linbility; 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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument, any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this security Instrument or the Note without that Borrower's consent.

14. Notices, Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices, Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by making a direct payment shall be deemed to have been given to Borrower or Lender, who given as provided in this pragraph.

15. Governing Law; Severability. This Security Instrument shall be given by first class mail to Lender's address stated herein or any other address. Lender designates by notice to Lender. Any notice in Borrower or the Note conflict shall not affect other provisions of this Security Instrument on the Note conflict shall not affect other provisions of this Security Inst

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold 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 but 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.

Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The actice 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 perior 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 and expenses incurred in enforcing this Security Instrument, including, but not finited to, reasonable attorneys' tees; 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 mouthly 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 and the address of the Note. If there is a change of the Loan Servicer and the address to which payments should be made. 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 state the name and address of the new Loan Servicer and the address to which payments should be made. 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 state the name and address of the new Loan Servicer and the address to which payments should be made. 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 state the name and address of the new Loan Servicer and the address to which payments should be made. 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 state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will show any other the 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 Substances are those substances defined as toxic or hazardous substances by Environmental Law

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NON-UNIFORM COVENANTS, form we and Lander further excended against as follows:

21. Acceleration; Remedies: Lender smill 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 a generation and the right to assert. If the default is not cared on or before the date specified in the notice, Lender at its 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

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. Walver of Homestead. Borrower waives all right of homestead exemption in the Property. 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this irity Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and

supplement the covenants and agreements of [Check applicable box(es)].	f this Security Instrument as if the	he rider(s) were a part of this	s Security Instrument.
Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify]	X Condominium Rider Planned Unit Developmen Rate Improvement Rider	Second Hom	yment Rider e Rider
BY SIGNING BELCW Borrower acception any rider(s) executed by Porrower and reco	ots and agrees to the terms and corded with it.	ovenants contained in this Se	curity instrument and
Witnesses: Maire Jahryne		July & Law	ms.
0,		oph P. Flanagan, also known a nagan, Sr.	Joseph P. Berrower
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-Borrower
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	40%		-Borrawer
	[Space Below This Line For Acknowledgment	1	
		Op,	
State of Illinois,	red Cou	enty ss:	
The foregoing instrument was acknow Joseph P. Flanagan	wledged before me this 141k	day of October	, 19 ⁰ 출 , hy
Witness my hand and official seal.	Ji	mund Jude.	20
	7	Notary Public	

SHARON L. TUIDER COMMISSION EXPIRES 8/14/94

Proberty of Coot County Clert's Office

UNOFFICIAL COPY Loan No.: 7023479

CONDOMINIUMRIDER

THIS CONDOMINIUM RIDER is made this 14th day of October, 19 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 Chicago Mortgage Corporation

(the "Lender")

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

1520 North State Parkway Unit 2A, Chicago, IL 60610

(Property Address)

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

1520 N. State Pkwy. Condominium

[Name of Contoridation 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 folio es:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's The "Constituent Documents" are the: (i) Declaration or any other document which creates the Constituent Documents. 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 againstains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisficulty to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, ne ading fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazar's 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 heleby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Bor ower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to Justice that the Owners Association

maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to leader.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequentia, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the onit 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

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior witten consent, either

partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for adandonment 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	
Joseph P. Planagan, alio known as coseph P. Borrower	(Scal)
Ftaragan, Sr.	- Position es
mel Delinha L. (Scal)	(Seal)
(Seal)	-granmat

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