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COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 19, 1993
The mortgagor is Christine Collins Chandler and Leslie A. Chandler, her Husband

UNIT 409 IN 540 NORTH LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON SURVEY OF LOTS 29 (EXCEPT THAT PORTION TAKEN FOR STREET PURPOSES IN CASE 82L11163) AND LOT 30 AND THE WEST 1/2 OF LOT 43, IN CIRCUIT COURT PARTITION OF THE OGDEN ESTATE SUBDIVISION OF PARTS OF BLOCK 20, 31 AND 21 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, UNDER TRUST AGREEMENT DATED FEBRUARY 11, 1980, AND KNOWN AS TRUST NUMBER 49037, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NUMBER 92 468 797, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING THEREFROM ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATIONS AND SURVEY).

P.I.N. 17 10 211 012
P.I.N. 17 10 211 016

3 100

which has the address of 540 North Lake Shore Drive, Unit #409, Chicago
(Signed)

Illinois **60611** **{Zip Code}** ("Property Address")

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1676 (9012)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-630-0300 □ VAX 816-701-1131

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RETURN TO: Old Kent Financial Corporation
Corporate Service Center
1850 Back Street
Kenosha, Wisconsin 49546
Account: Corporate Consumer Loan
233 South Milwaukee
Old Kent Bank
Chicago, Illinois 60606
Closing Date/Amount
Form 801-90 (Page 6 of 6 pages)

Notary Public

GIVEN under my hand and official seal, this 19th day of November, 1997

to the

and delivered the said instrument as **charter** free and voluntary, for the uses and purposes herein set
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the same to be my signature.

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

do hereby certify that **Christopher Collier Chandlee and Leslie A. Chandlee**

, a Notary Public in and for said county and state,

County ss:

Judy R. Jeffreys

STATE OF ILLINOIS,

Christopher Collier Chandlee (Seal)
Christopher Collier Chandlee (Seal)
Social Security Number 338-66-1025
Social Security Number 312-58-1348
Leslie A. Chandlee (Seal)
Leslie A. Chandlee (Seal)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument
and in my ride(s) executed by Borrower and recorded with it.

Other(s) (Specify)

Balloon Rider

Graduated Payment Rider

Planned Unit Development Rider

Rate Improvement Rider

Second Home Rider

Condominium Rider

1-4 Family Rider

Adjustable Rate Rider

Biweekly Payment Rider

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 each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
(Check applicable box(es))



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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.

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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

Borrower shall promptly discharge any and all debts and obligations secured by the Note and the Security Interest in the property described in the Note, or defer such payment until the date of final liquidation of the estate of Borrower, or until the date of final liquidation of the estate of Lender, whichever occurs first.

4. Charges: Lessee, Borrower shall pay all taxes, assessments, charges, fees and imposts as attributable to the property which may accrue priorly over this security instrument, and leasehold payments or ground rents, if any, Borrower

secured by this security instrument.

If upon payment in full of all sums accrued by this Security Instrument, less or than promptly required to Borrower any funds held by Lender, [I, under paragraph 2], Lender shall require or sell the Property Lender, prior to the liquidation or sale of the property, shall apply any funds held by Lender in the time of realization or sale as a credit against the sum

If the Friends held by Leander exceed the amount permitted, he shall be held liable for the amount in excess of the limit. If the Friends held by Leander exceed the amount permitted, he shall be liable for the amount in excess of the limit.

UNIFORM COVENANTS, Borrower and Lender covenant and agree in full: 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:

THIS SECURITY INSTRUMENT combines uniform conventions for national and non-uniform government with concurrentancies of record.

BORROWER COVENANTS that Borrower is lawfully entitled to the estate hereby conveyed and has the right to mortgage, grant and convey the Property as hereinabove, except for encumbrances of record.

TOGETHER WITH all the improvements now at hand to correct the property, and all guarantees now or hereafter a part of the property. All improvements and additions shall also be covered by this instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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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 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 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

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Sample Family - Family Safety Agreement With SECURITY INSTRUMENT - Uniform Contracts 9/90 (page 4 of 6 pages)

execution of this Security instrument disclosed in any time prior to the earlier of: (a) 5 days (or such other period as permitted by this Security instrument); or (b) Borrower's Right to Remodel.

18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have Security instrument modified by this Security instrument without notice or demand on Borrower.

Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy permitted by this Security instrument within thirty (30) days from the date the notice is delivered or until within thirty (30) days from the date the notice is given to Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration, file notice and provide a period of the date of this Security instrument.

19. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security instrument.

20. 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 invoke any remedy provided for in this Security instrument and this Security instrument.

21. Transfer of the Security instrument. Following payment in full of all sums secured by this Security instrument and the Note are declared to be severable.

22. Governing Law; Severability. This Security instrument shall be governed by federal law and the laws of the state in which the Property is located. In the event that any provision of this Security instrument and the Note are

contrary to applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which continue in effect in accordance with the Note.

23. Governing Law; Severability. This Security instrument shall be governed by federal law and the laws of the state in which the Property is located.

24. Notes. Any notice to Borrower provided for in this Security instrument shall be given by delivery to the Note payee named therein under the Note.

25. Payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a refund to the payee to the permitted limit; and (c) any sums already collected from Borrower which exceed payment necessary to reduce the loan exceed the permitted limit; then: (a) any such loan to a new shall be reduced by the amount necessary to reduce charges, and that loan is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan and accessories and benefits in the successions and assignments of Lender and Borrower, subject to the provisions of Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, Lender shall be given by delivery to the Note payee of the monthly payments referred to in paragraph 1 and 2 or otherwise by Lender and Borrower.

26. Successors and Assigns; General; Joint and Several Liability; Co-signers. The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Security instrument, unless otherwise agreed to in writing, any upholding of proceedings to pay off or terminate or make any accommodations with regard to the terms of this Security instrument or the Note without the Borrower's consent.

27. Borrower's modification of the security instrument and (e) agrees that Lender and any other Borrower may agree to extend, modify, forgive or release any portion of the Note to Borrower under the terms of this Security instrument; (b) is not personally liable for amounts incurred by this Security instrument or to non-refugee, former and convalescent patients not due to the failure to pay the Note.

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