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COOK COUNTY ILLINOIS

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ELEMENTS.

WHICH SURVEY IS ATTACHED AS EXHIBIT A, TO DECLARATION MADE BY EXCHANGER MATIC INC  
NUMBER 26,482,005; TOGETHER WITH ITS UNLAWFUL PRACTICES LISTED IN THE DOCUMENT  
BANK OF CHICAGO AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DEEDS

COUNTY, ILLINOIS.  
39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, IN COOK  
226 (EXCEPT STREETS) IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP  
OF THE NORTH LINE OF LOT 12, AGRICULTURAL, IN 6. E. GOODRUE'S SUBDIVISION OF BLOCK  
INTERSECTS THE WEST LINE OF DEARBORN STREET (AS WIDENED) 2 FEET 3-5/8 INCHES SOUTH  
LINE OF FEDERAL STREET 2 FEET 2-5/8 INCHES SOUTH OF THE NORTH LINE OF SAID LOT AND  
LOT 12 LYING NORTH OF THE CENTER LINE OF THE PARCEL WHICH INTERSECTS THE EAST  
WEST LINE OF 1/2 DEARBORN STREET (AS WIDENED), AND THAT PART (EXCEPT STREETS) OF  
INCHES SOUTH OF THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 7 WITH THE  
LOT 7 TO A POINT IN THE WEST LINE OF DEARBORN STREET (AS WIDENED) 2 FEET 9-3/8  
WEST LINE OF SAID LOT 7, 2 FEET 8-3/8 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID  
LOT 7 (EXCEPT THAT PART OF LOT 7 LYING NORTH OF A LINE DRAWN FROM A POINT IN THE  
UNIT 5 IN THE HOME BUILDING CONDOMINIUM, AS DELINEATED ON SURVEY OF:

-LEGAL DESCRIPTION

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**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.

**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.



PETER LORING GOLDMAN

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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MULTISTATE CONDOMINIUM RIDER Single Family Freddie Mac/ Freddie Mac/ Fannie Mae Form 3140-9/90

C. **Public liability insurance.** Borrower shall take such actions as may be reasonable to insure that the Owner's Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

(ii) Borower's allegation under Uniform Covenant § to maintain hazard insurance coverage on the property is deemed satisfied to the extent that the required coverage is provided by the Owners Association.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance company, a certificate of insurance covering all hazards included within the term "extended coverage," then

A. **Confidentiality Obligations.** Borrower shall perform all of Borrower's obligations under the Confidential Document Obligations. Borrower shall promptly pay when due, all dues and assessments imposed to the equivalent documents. Borrower shall promptly pay when due, all dues and assessments imposed to the equivalent documents. The Confidential Document Obligations are the: (i) code of regulations; and (ii) other documents which creates the Confidential Document Obligations; (iii) by-laws; (iv) other documents which creates the Confidential Document Obligations; and (v) other documents which creates the Confidential Document Obligations.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Borrower's interest.

The Project includes a unit in, together with an individual interest in the elements of, a condominium project known as [Name of Condominium Project], if the owner association or other entity which acts for the Condominium Project

of the same date and coverage the Property described in the Security Instrument and located at  
(the "Lender")

THIS CONDONATION RIDER is made this 24<sup>th</sup> day of MAY 1991  
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  
Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure  
Borrower's Note to THE FIRST NATIONAL BANK OF CHICAGO

CONDONIUM RIDER

1969-816.

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**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)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:

Peter Loring Goldman

PETER LORING GOLDMAN

(Seal)

-Borrower

Social Security Number 330 40 5861

(Seal)

-Borrower

Social Security Number

(Seal)

-Borrower

Social Security Number

Social Security Number

STATE OF ILLINOIS,

I, the undersigned

Cook

County ss:

a Notary Public in and for said county and state do hereby certify  
that PETER LORING GOLDMAN, UNMARRIED, NEVER HAVING BEEN MARRIED,

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE he signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

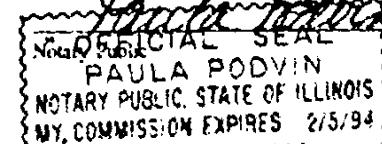
Given under my hand and official seal, this 24th day of May 1991.

My Commission Expires: 2/5/94

This instrument was prepared by:  
return recorded document to:

JENNIFER DEMIRO

MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181



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Form 3014 9/95

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

Without charge to Borrower, Borrower shall pay any recordation costs.

21. Includimg, but not limited to, reasonable attorney fees and costs of title evidence,  
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

21. Acceleration of Agreements: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date required to cure the default; and (b) the date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (c) the failure to cure the default on or before the date specified in the notice may result in acceleration of the sums borrowed by the Security Instrument, for acceleration by judicial proceeding and sale of the Property. The notice shall further advise of the right to accelerate after acceleration and the right to assert in the foreclosure proceeding the non-existence of the debt 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 demanded 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.

NON-UNIFORM COVERNANTS. Report of the committee appointed and agree as follows:

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.

residential uses and to maintenance of the Property.

Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by any aggrieved party involving the Property, and any Hazardous Substance affecting the property is necessary, Borrower shall promptly take 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.

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 storage or handling of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal operation of any Environmental law. The preceding two sentences shall not apply to the presence, use, or storage of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal operation of any Environmental law.

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 entity may take steps to change the name and this Security instrument. There also may be one or more changes of the Loan Servicer under the Note and this Security instrument. There also may be one or more changes of the "Loan Servicer"; that entity may take steps to change the name and this Security instrument. There also may be one or more changes of the "Loan Servicer"; that entity may take steps to change the name and this Security instrument.

<sup>17</sup> Not applicable in the case of issue or reissue under paragraph 17.

18. **Borrower's Right to Remonstrate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument suspended at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remonstrance) 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 (a) pays security instrument; or (b) sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument, or (d) takes such action as Lender deems necessary to assure payment, but does not intend to, reasonable attorney fees; and (e) violates any covenant or agreement.

Lender shall remain fully liable for remonstrance as if no acceleration had occurred. However, this right is limited by the following limitations:  
a) This Security Instrument shall continue in full force and effect until paid in full.  
b) Lender's rights in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall remain unaffected by Borrower's remonstrance.  
c) Lender's rights in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall remain unaffected by Borrower's remonstrance.

If the lessee exercises this option, Lessor 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 accrued by this lease that are due, plus interest thereon at the rate of 12% per annum, plus attorney's fees and costs of collection, if any.

of this second instrument.

17. Transfer of the Property or a Beneficial interest in Borrower; If all or any part of the Property or any interest in the sold or transferred for it 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 his option, require immediate payment in full of all sums secured by this Agreement. However, this option shall not be exercisable by Lender if exercise is prohibited by law as of the date

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be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve  
and/or credit of the yearly mortgage insurance premium being paid by Borrower which the insurance coverage is based or caused to  
subsidiarily equivalent mortgage coverage previously in effect, from an alienate mortgage insurer appointed by Lender. If  
cost to Borrower of the mortgage coverage equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the  
premium coverage substantially equivalent to the mortgage insurance previously in effect, Borrower shall pay the premium required to the  
mortgage insurance coverage required by Lender in excess of costs of excess of any other hazards, including  
hazardous materials included within the term "extended coverage" and any other hazards, included in the period  
of insurance, Borrower shall pay the mortgage insurance in effect. If, for any reason, the  
8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security  
payment.

date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting  
Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the  
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this  
7. Lender does not have to do so.

reasonable attorney fees and costs of collection on the Property to make repairs. Although Lender may take action under this paragraph  
include paying any sums secured by a lien which has priority over this Security Instrument, preparing in court, paying  
far whatever is necessary to protect the value of the Property and Lender's rights in the property, Lender's actions may  
pay for bankruptcy, probable, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and  
proceeding in bankruptcy, or there is a legal proceeding that may significantly affect Lender; rights in the Property (such as a  
Security Instrument, or that may significantly affect Lender; rights in the Property (such as a  
7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in  
lasclosed and the fee title shall not merge unless Lender agrees to the merger in writing).

Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the  
lessor died, Borrower shall immediately notify Lender of the acquisition of the lease. If Borrower acquires fee title to the Property, the  
to prosecute claims concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a  
to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited  
Borrower, during the loan application process, gave written information of statements to Lender for failed  
impairment of the loan created by this Security Instrument or Lender's security interest. Borrower shall also be in default if  
that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material  
curse such a default and reinstates, as provided in paragraph 8, causing the action or proceeding to be dismissed with a notice  
Property or otherwise materially impair the loan created by this Security Instrument or Lender's security interest. Borrower may  
action or proceeding, whether civil or criminal, is begun, that in Lender's good faith judgment could result in forfeiture of the  
Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture  
certainly circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impede the  
the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless  
this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after  
Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of  
6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lender's  
immediately prior to the acquisition.

damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument  
under paragraph 2, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from  
possible the due date, or Borrower otherwise agrees in writing, any change the amount of the payments. If  
Unless Lender, and Borrower otherwise agrees in writing, any application of proceeds to principal shall not exceed or  
secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.  
Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums  
Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then  
secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the  
tenant is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums  
Property damaged, if the restoration of repair is economically feasible and Lender's security is not lessened. If the restoration or  
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the  
Lender may make proof of loss if not made promptly by Borrower.

paid premiums and renewal notices. In the event of loss, Borrower shall give notice to the insurance carrier and Lender,  
shall have the right to hold the policies and renewals. If Lender requires, Borrower shall provide a standard mortgage clause. Lender  
All insurance policies and renewals shall be acceptable to Lender in accordance with paragraph 7.

option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.  
which shall not be unreasonable withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's  
that Lender not be reasonable carriers. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval  
goods or flood damage, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods  
Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including  
5. Hazard or Property Insurance. Borrower shall keep the property covered or heretofore executed on the

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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."

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

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.

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

**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 sums 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 1974 as amended from time to time (12 U.S.C. Section 2601 et seq. ("RESPA")), unless another law that applies to the Funds 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. Lender may not charge Borrower for holding and applying 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 real 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. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items 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. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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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.

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 the 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, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied 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 award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice 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, whether or not then due.

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 such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; 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 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 only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by 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 is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note 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 mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

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Form 3014 9/90

VMR MORTGAGE FORMS 1313/293 8100 • 800-521-7291 • BRI(1) 9/91

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### **Property Address**

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SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

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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 1, 2021. 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 secure the security of this Note; and (c) the performance of Borrower's covenants and agreements under the following instrument and the Note.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA  
and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670  
, and whose  
("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED SIXTY THOUSAND & 00/100

*[Signature]* This Security instrument is given to THE FIRST NATIONAL BANK OF CHICAGO

THIS MORTGAGE ("Security Instrument") is given on MAY 24, 1991, by PETTER LORING GUTHMAN, UNMARRIED, NEVER HAVING BEEN MARRIED, to THE MORTGAGEE ("Lender") is given on MAY 24, 1991.

MORTGAGE

Space Above This Line for Accurately

THIS DOCUMENT IS BEING RE-RECORDED TO ADD LEGAL DESCRIPTION & INITIALS

1991.5.0-700.037

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