

UNOFFICIAL COPY

92-3819 COOK

FMC #: 750787-5
NAME: REGAN, JOHN & REGAN, PATRICIA
P/O DATE: September 11, 1992

93189439

PREPARED BY:
And mail to:
FLEET MORTGAGE CORP.
P.O. Box 303
Milwaukee, WI 53201

DEPT-01 RECORDINGS \$23.00
T#7777 TRAN 6208 03/12/93 15:13:00
#4899 # *93-189439
COOK COUNTY RECORDER

AFTER RECORDING, FORWARD TO:

SATISFACTION/DISCHARGE OF MORTGAGE

The undersigned certifies that it is the present owner of a mortgage executed by JOHN E. REGAN, A SINGLE MAN, NEVER MARRIED AND PATRICIA M. REGAN, A SINGLE WOMAN, NEVER MARRIED to FIRST FEDERAL SAVINGS BANK on August 9, 1989 and recorded on August 11, 1989 in the office of the Registrar of Titles/Recorder of COOK County, ILLINOIS, in Book/Vol./Reel N/A, Page/Image N/A, as Document R9-171139.

The above described mortgage is, with the note accompanying it, fully paid, satisfied, and discharged. The Registrar of Titles/Recorder of said county is authorized to enter this satisfaction/discharge of record.

Property Legally Described As:

SEE ATTACHED ADDENDUM

FIN NO: ~~88-39-800-073-T01T~~ 111-36-410-095-1041

Property Address: 375 EAST WILMINGTON ST, HARTLETT, IL 60103

93189439

Dated: November 30, 1992

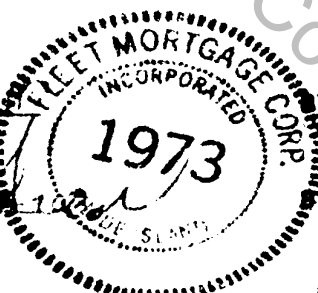
FLEET MORTGAGE CORP.
f/k/a MORTGAGE ASSOCIATES INC.

WITNESS LAURA COHEN

WILLIAM R. BUEGE, Asst. Vice President

WITNESS MELINDA GREEN

VINITIA J. STRONG-McDONALD, Assistant Secretary



STATE OF WISCONSIN
COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me on November 30, 1992, by WILLIAM R. BUEGE, Asst. Vice President and VINITIA J. STRONG-McDONALD, Assistant Secretary of Fleet Mortgage Corp. f/k/a Mortgage Associates Inc., a RHODE ISLAND CORP., on behalf of said CORPORATION.

Box N

Judith A. Barry
Judith A. Barry NOTARY PUBLIC

My Commission Expires: June 6, 1993
Commissioned in Milwaukee County, Wisconsin

ELPMC.(92)MTG
8855B, 10/92
Batch: November 13, 1992

93189439

LEGAL DESCRIPTION
UNIT 301-P IN BUILDING 1 OF LOFTY CONDOS CONDOMINIUM, PHASE II AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 1 IN HUNTERWOOD FRANK SUBDIVISION UNIT 2, BEING A PLANNED UNIT DEVELOPMENT IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1984 AS DOCUMENT NUMBER 27173331, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM MADE BY U.S. HOME CORPORATION, A CORPORATION OF ILLINOIS, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 28953520, AS AMENDED BY DOCUMENT NO. 27284109 AND FURTHER AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED FOR RECORD PURSUANT TO SAID DECLARATION, TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS AMENDED DECLARATIONS ARE FILED OF RECORD IN PERCENTAGES SET FORTH IN SAID AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVERTED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATION, IN COOK COUNTY, ILLINOIS.

ALSO:
RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID ESTATE, SET FORTH IN THE AFORESAID DECLARATION AS AMENDED AND THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED HEREIN.

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12. 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 charges under the Note.

13. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by sending it by (i) first class mail postage prepaid, or (ii) prepaid overnight delivery service, or (iii) any similar common or private carrier or delivery method generally accepted in the locality where the Property is located, 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 postage prepaid 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.

14. SEVERABILITY. 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.

15. BORROWER'S COPY. Borrower shall be given one duplicate of the Note and of this Security Instrument.

16. 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.

17. 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: (i) pays under all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (iv) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's title 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 16.

18. 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.

19. 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 additional remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

APR 21 1985 9:42A

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 8TH day of MARCH 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 CITIBANK, FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
 1312 EAST 54TH STREET-UNIT 1B, CHICAGO, ILLINOIS 60615
 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
 54TH STREET 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 OBLIGATIONS. 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 (iii) of Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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.

Christina W. Taylor (Borrower) _____ (Lender)
 CHRISTINA W. TAYLOR Borrower _____ Lender

 Borrower _____ Borrower

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IM RIDER

of the State of Illinois, do hereby certify that the following is a true and correct copy of the original as the same appears in the records of the State of Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Illinois at Springfield, this _____ day of _____, 19____.

GOVERNOR

CLERK OF THE SUPREME COURT

CLERK OF THE HOUSE OF REPRESENTATIVES

CLERK OF THE SENATE

CLERK OF THE JUDICIAL DEPARTMENT

CLERK OF THE COMMISSIONERS OF LAND AND SURVEY

CLERK OF THE COMMISSIONERS OF THE GREAT LAKES

CLERK OF THE COMMISSIONERS OF THE STATE LANDS

CLERK OF THE COMMISSIONERS OF THE STATE TREASURY

CLERK OF THE COMMISSIONERS OF THE STATE DEPARTMENT OF PUBLIC SAFETY

CLERK OF THE COMMISSIONERS OF THE STATE DEPARTMENT OF SOCIAL WELFARE

CLERK OF THE COMMISSIONERS OF THE STATE DEPARTMENT OF EDUCATION

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B, IN THE 1310-1312 EAST 54TH STREET CONDOMINIUM, AS
ATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL
(HEREINAFTER REFERRED TO AS 'PARCEL'): LOT 21 IN BLOCK
IMBARK'S ADDITION TO HYDE PARK, IN SECTION 11, TOWNSHIP 38
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH
IS ATTACHED AS EXHIBIT 'A' TO THE AMENDED DECLARATION OF
NIUM OWNERSHIP, MADE BY EUGENE G. MASON, AND RECORDED IN
ICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS
T NUMBER 24266635; TOGETHER WITH AN UNDIVIDED PERCENTAGE
T IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE
Y AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET
SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

030-1004

FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS
AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED
THE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY
IN THE AFORESAID DECLARATION AND ALL OTHER RIGHTS AND
OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS
O ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS,
VATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE
S OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED
1993 A.D.