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93287754

Bank One Chicago
P.O. Box 7070
Rosemont, IL 60018-7070

[Space Above This Line For Recording Data]

MORTGAGE

DEFT-01 RECORDINGS \$31.59
T#999V TRAN Y793 04/19/93 11:24:00
#1629 II 40-723-287754
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **APRIL 5, 1993**.

MANFRED SCHULLER MARRIED TO KERRY P. MORAN

("Borrower"). This Security Instrument is given to **BANK ONE, CHICAGO**

93287754

which is organized and existing under the laws of **STATE OF ILLINOIS**, and whose address is **P.O. BOX 7070 ROSEMONT, IL 60018-7070**

(Lender"). Borrower owes Lender the principal sum of **THIRTY FOUR THOUSAND AND 00/100** Dollars (U.S. \$ 34,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **12/31/2022**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

SEE ATTACHED AS EXHIBIT "A"

31.60 b

which has the address of **535 N. MICHIGAN #1107** (**Property Address**), **CHICAGO** (**Street, City**),
Illinois **60611** (**Zip Code**)

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SBR(H) (9101)

VMP MORTGAGE FORMS - (312)293-6190 - (800)521-7281

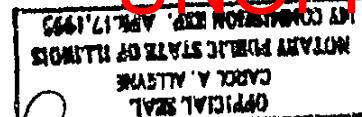
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This instrument was prepared by: CAROL A. ALLEN

My Commission Expires: 4/17/95

Given under my hand and official seal, this 5TH day of APRIL 1993
Signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they personally known to me to be the same person(s) whose name(s)
, personsally known to me to be the same person(s) whose name(s)

I, CAROL A. ALLEN, Notary Public
, a Notary Public in and for said county and state do hereby certify
that MANFRED SCHULLER MARRIED TO KERRY P. MORAN AND KERRY P. MORAN MARRIED TO MANFRED SCHULLER

I, CAROL A. ALLEN

County ss:

Social Security Number

Borrower

Social Security Number

Borrower

(Seal)

RIGHTS HEREIN PROVIDED

BUT SOLELY FOR THE PURPOSE OF MAIVING HOMESTEAD

Social Security Number 34-58-9336

KERRY P. MORAN, NOT AS MORTGAGOR, Borrower

X *Manfred Schulier* *Notary* (Seal)

Social Security Number

Borrower

MANFRED SCHULLER 34-78-6520 (Seal)

Social Security Number

Borrower

X *Manfred Schulier* (Seal)

Witnesses:

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

- Check applicable box(es)!
- | | | | | | | | |
|--|--|---|---|---|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Planified Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Race Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/> Balloon Rider | | | | | | | <input type="checkbox"/> V.A. Rider |

Securities and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument. If any rider(s) executed by Borrower and recorded with this Security Instrument as if the rider(s) were a part of this Security Instrument, the rider(s) shall be incorporated into and shall amend and supplement the Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien is satisfied or (c) secures from the holder of the lien, legal proceedings which in the lender's opinion operate to prevent the enforcement of the lien; or (d) secures from the holder of the lien in a manner acceptable to Lender; (e) agrees in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (f) consents in good faith the lien is satisfied or (g) secures from the holder of the lien in a manner acceptable to Lender.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. Charges; Liens; Borrower shall pay all taxes, assessments, charges, expenses and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments of 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 and provider Borrower shall prominently furnish to carder all notices of amounts so due under this agreement.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

this Security Instrument.

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

should pay to Lender the amount necessary to make up the deficiency; provided, however, that make up the deficiency in his name than twelve monthly payments, at Lender's sole discretion.

debts to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

used by Lender in connection with this loan, unless otherwise provided, otherwise than in accordance with applicable law requiring interest to be paid, Lender shall not be entitled to pay Borrower any interest or earnings on the principal amount of the Funds, unless the Fund(s) so require, and Lender shall be liable to the Fund(s) for all expenses, including attorney's fees, incurred by the Fund(s) in collecting such amounts.

Fscrow Items. Lennder may not charge Boarder for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lennder pays Boarder interest on the Funds and appropriate fees such as attorney's fees, court costs, and other expenses, which fees are reasonable under the circumstances. Lennder may require Boarder to pay a one-time charge for an independent legal estate tax reporting service a charge. However, Lennder may require Barrower to pay a one-time charge for an independent legal estate tax reporting service a charge. Lennder may require Barrower to pay a one-time charge for an independent legal estate tax reporting service a charge.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Legend, if Legend is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future sets it lesser sum than it so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount.

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 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 in any time collects and holds Funds in an amount not to exceed the lesser amount.

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."

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 immediately preceding the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which affect this Security Instrument as a lien on the Property; (b) yearly leasehold payments

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.

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

Grant and convey the property and title to the property is in escrow. However, if the escrow fails, the title will generally be held by the title to the property until the title to the property is in escrow.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgag[e],

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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 premium 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 Releasee; 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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7. Lender does not have to do so.

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, probable, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do whatever is necessary to protect the value of the Property and Lender's rights in the Property. Although paying in full does not discharge Lender from his or her obligations under this paragraph, fees and costs incurred by a lien which has priority over this Security instrument, appearing in court, paying in full, and reasonable attorney's fees and costs incurred in the preparation of the documents necessary to make repairs. Although Lender may take action under this paragraph to make repairs on the Property to make up for damage caused by Borrower, Lender may not do so if it would result in unnecessary expense.

Unless Lender and Borrower agree in writing, insurance proceeds shall be applied to repair of the property damaged, if the restoration cost exceeds the economic loss and security is lessened. If the restoration or repair is economically feasible and Lender's security is not lessened, if the restoration or repair of the property does not exceed the insurance proceeds, Lender may use the proceeds to repair or restore the property or to pay sums necessary to keep the property in good condition. The 30-day period will begin when the notice is given.

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, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods laid down or fixed by, for which Lender requires insurance. The insurance carrier 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's right to have the right to hold the policies and renewals shall be accepted as an accommodation to Lender until Borrower shall have the right to do so.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to do so.

6. Premiums and Prepayment. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and premiums and prepayment by Borrower.

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EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL 1: UNIT NO. 1107 TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN THE COMMON ELEMENTS IN 535 NORTH MICHIGAN AVENUE CONDOMINIUMS, AS DELINEATED AND DEFINED IN THE DECLARATION FILED AS DOCUMENT NO. LR3137574, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, AND SUPPORT AS CREATED BY THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED DECEMBER 18, 1979 AND RECORDED DECEMBER 28, 1979 AS DOCUMENT 25298686 AND FILED AS DOCUMENT NUMBER LR3138565, AND AMENDMENT RECORDED SEPTEMBER 6, 1983 AS DOCUMENT 26763451 AND FILED SEPTEMBER 6, 1983 AS DOCUMENT LR3328070, IN COOK COUNTY, ILLINOIS.

TAXES: 17-10-122-022-1135

PROPERTY ADDRESS: 535 N. MICHIGAN #1107
CHICAGO, IL 60611

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Property of Cook County Clerk's Office