

UNOFFICIAL COPY

JANE HANNA  
ALSIP, IL 60658

94690195

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

AND WHEN RECORDED MAIL TO 1994 AUG -4 AM 10:48

94690195

G.L. MORTGAGE CORPORATION  
11346 SOUTH CICERO  
ALSIP, ILLINOIS 60658

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to  
G.L. MORTGAGE CORPORATION  
11346 SOUTH CICERO, ALSIP, ILLINOIS 60658  
all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated AUGUST 1, 1994  
executed by  
SELMA S. VITAL, UNMARRIED PERSON

LOAN NO. :

228

to BANK OF HOMEWOOD  
a corporation organized under the laws of THE STATE OF ILLINOIS  
and whose principal place of business is 2034 RIDGE ROAD  
HOMEWOOD, ILLINOIS 60430

and recorded in Book/Volume No. \_\_\_\_\_, page(s) \_\_\_\_\_, as Document No.  
COOK County Records, State of ILLINOIS 94690194

described hereinafter as follows:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

T.O. 6948 KL - 3 all

32-08-201-018-1096

94690195

Commonly known as:  
940 WEST HOLBROOK-UNIT 24C, HOMEWOOD, ILLINOIS 60430  
TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with  
interest, and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS  
COUNTY OF COOK

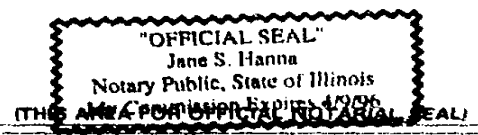
BANK OF HOMEWOOD

On AUGUST 1, 1994 before me, the  
(Date of Execution)  
undersigned, a Notary Public in and for said County and State,  
personally appeared BARBARA A. OVERHOLT  
known to me to be the LOAN OFFICER  
and MARILYN R. CERNY  
known to me to be LOAN OFFICER  
of the corporation herein which executed the within  
instrument, that the seal affixed to said instrument is the  
corporate seal of said corporation; that said instrument was  
signed and sealed on behalf of said corporation pursuant to its  
by-laws or a resolution of its Board of Directors and that  
he/she acknowledges said instrument to be the free act and  
deed of said corporation.

*Barbara A. Overholt*  
BY: BARBARA A. OVERHOLT  
ITS: LOAN OFFICER  
*Marilyn R. Cerny*  
BY: MARILYN R. CERNY  
ITS: LOAN OFFICER

WITNESS:

Notary Public *Jane S. Hanna*  
My Commission Expires *4/9/96* County, COOK



# UNOFFICIAL COPY

2025090115

## RIDER - LEGAL DESCRIPTION

UNIT NUMBER 240 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): LOT 1, EXCEPT THAT PART THEREOF LYING NORTH OF THE CENTER LINE OF BUTTERFIELD CREEK AS RELOCATED, AND LOT 2 OF WILLIAM A. CHRISTOPHER SUBDIVISION BEING A SUBDIVISION OF THE WEST 624 FEET OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 100 FEET OF THE SOUTH 235 FEET, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY DEMAC CONTRACTORS, INCORPORATED, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 20241853; AS AMENDED BY DOCUMENT NUMBER 20510301; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

32-08-201-018-1096

Cook County Clerk's Office

94690195

# UNOFFICIAL COPY

Loan No. 02408102

Date 11. 7/81

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in 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.

9/81/90203

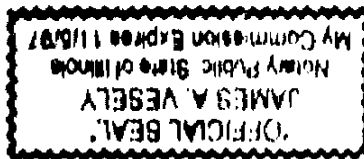
# UNOFFICIAL COPY

Form 1014 9/90 (Page 1 of 2 pages)

My commission expires

(Printed Name)

Notary Public



TODD G. KACI AW

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 1997, by

STATE OF ILLINOIS  
COUNTY OF COOK

§  
§

[I have below this line for Acknowledgment]

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

TODD G. KACI AW Borrower

(Seal)

IN WITNESS WHEREOF, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and its (any riders) executed by Borrower and recorded with it.

(Others) (specify)

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

Instrument. (Check applicable boxes)

24. Riders to this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes)

27. 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.  
28. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Data ID: 700

Loan No: 02408102

94690203

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Loan No: 02408102  
Borrower: TODD G. RAELAW

Date (D): 7/00

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29th day of July, 1999,  
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

ALLIED REALTY FINANCIAL CORPORATION

(the "Lender")

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

921 NORTH LASALLE #18  
CHICAGO, ILLINOIS 60610

(Property Address)

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

921 LASALLE LIMITED CONDOMINIUM ASSOCIATION

(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 COVENANTS.** 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 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.

94690203

# UNOFFICIAL COPY

Form 3140 08/90 (Page 2 of 2 Pages)

Property of Cook County Clerk's Office

.....  
(Seal)  
Borrower

.....  
(Seal)  
Borrower

.....  
(Seal)  
Borrower

.....  
(Seal)  
Borrower

9-1590203

TODD G. KACI, LAW BORROWER

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 regarding payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

# UNOFFICIAL COPY

Loan No: 02408102  
Borrower: TODD G. RAELAW

Date ID: 700

## BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 29th day of July, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to ALLIAD REALTY FINANCIAL CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

921 NORTH CASALEE #18  
CHICAGO, ILLINOIS 60610  
(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

### 1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of August 1, 2024, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

### 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 90-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

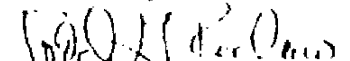
### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

  
.....(Seal)  
TODD G. RAELAW Borrower

.....(Seal)  
Borrower

.....(Seal)  
Borrower

.....(Seal)  
Borrower