

UNOFFICIAL COPY

DELANA THIRKE
414 NORTH ORLEANS-SUITE 305
CHICAGO, ILLINOIS 60610

COOK COUNTY, ILLINOIS
FILED FOR RECORD

94060370

AND WHEN RECORDED MAIL TO

94 JAN 10 PM 12:51

CORLEY FINANCIAL CORPORATION

414 NORTH ORLEANS-SUITE 305
CHICAGO
ILLINOIS 60610

94060370

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

23-
EA

LOAN NO.

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to
RIVER VALLEY SAVINGS BANK, F.B.D.

all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated OCTOBER 27, 1993
executed by
GERYL A. KRAMER, SINGLE, NEVER BEEN MARRIED

to CORLEY FINANCIAL CORPORATION
a corporation organized under the laws of THE STATE OF ILLINOIS
and whose principal place of business is 414 NORTH ORLEANS-SUITE 305
CHICAGO, ILLINOIS 60610

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

described hereinafter as follows:

94060369

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

7444453F2

DeLana Thirke

17-04-424-051-1229

Commonly known as:
1030 NORTH STATE-UNIT 21-E, CHICAGO, ILLINOIS 60610
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

On Oct. 21, 1993 before me, the
(Date of Execution)

undersigned, a Notary Public in and for said County and State,
personally appeared JAMES F. BRADY
known to me to be the PRESIDENT
and GALE L. LUKAT
known to me to be SECRETARY

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.

Notary Public *DeLana Thirke*
My Commission Expires 1-23-96 Cook County.

CORLEY FINANCIAL CORPORATION

James F. Brady

BY: JAMES F. BRADY
ITS: PRESIDENT

Gale L. Lukat

BY: GALE L. LUKAT
ITS: SECRETARY

WITNESS *Charles M. [Signature]*

OFFICIAL SEAL
DELANA THIRKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/23/96

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

Box 333

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ENCLOSURE

ENCLOSURE

Property of Cook County Clerk's Office

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 27TH day of OCTOBER 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

CORLEY FINANCIAL CORPORATION

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

1030 NORTH STATE-UNIT 21-E, 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:

NEWBERRY PLAZA 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 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.

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.

(Seal)

Borrower

Geryl A. Kramer
GERYL A. KRAMER

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

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RIDER - LEGAL DESCRIPTION

PARCEL 1:

UNIT 21-E IN NEWBERRY PLAZA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1 TO 11 BOTH INCLUSIVE, AND VACATED ALLEY ADJACENT THERETO IN NEWBERRY ESTATE TRUSTEES SUBDIVISION OF LOT 5 IN BLOCK 16 IN BUSHNELLS ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25773994 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 25773375, IN COOK COUNTY, ILLINOIS.

17-04-424-051-1229

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DPS 048