

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
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39-82

This instrument prepared by \_\_\_\_\_  
and should be returned to:

(Space Above This Line For Recording Date)

JENNIFER FORTNER

THE FIRST NATIONAL BANK OF CHICAGO  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 10, 1994**  
**SHEILA A. SUNDVALL AND, DOUGLAS A. LEIK, MARRIED TO EACH OTHER**

The mortgagor is

("Borrower"). This Security Instrument is given to

THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of  
address is

THE UNITED STATES OF AMERICA  
ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670

, and whose

TWO HUNDRED ELEVEN THOUSAND &amp; 00/100

Dollars (U.S. \$ 211,000.00 ).

which provides for monthly  
FEBRUARY 2009 . This Security  
renewals, extensions and  
to protect the security of  
urity Instrument and the  
tized property located in  
County, Illinois:

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"),  
payments, with the full debt, if not paid earlier, due and payable on  
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and  
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph  
this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this  
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following  
COOK

SEE ATTACHED RIDER FOR LEGAL DESCRIPTI

REAL ESTATE TAX I.D. #: 14-33-207-048-1008

which has the address of  
Illinois

353 W. DICKENS 4W, ~~CHICAGO~~  
60614 ("Property Address").  
(Zip Code)

(Street, City,

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

100-6R(IL) (9105)

VMP MORTGAGE FORMS • (312)263-6100 • (800)526-7781

Page 1 of 8

Form 3014 9/00  
Amended 6/91Index: *[Signature]*

Box 333

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Form 301-600

1494-A/4

Form 301-600

All of the above are true and correct to the best of my knowledge and belief and I declare under penalty of perjury that the foregoing is true and correct.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and fixtures now or hereafter a part of the property. All improvements and addititions shall also be covered by this Security Agreement.

BORROWER COVENANTS that Borrower is lawfully seized of the entire 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 will defend generally the title to the Property against all claims and demands, subject to my酣enances of record.

THIS SECURITY INSTRUMENT combines all claims and demands, subject to my酣enances of record.

VARIOUSLY by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment 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 payable under the Note until the Note is paid in full, a sum (Funds) for: (a) yearly taxes and assessments which may actually become due and payable under the Note; (b) yearly additional payments of principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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**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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance 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 may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has off Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payment. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a defect and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees in the merger in writing.

**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, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums accrued by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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13. **Governing Law and Sovereignty.** This Security instrument shall be governed by federal law and the law of the state where it was created. To this end the provisions of this Security instrument shall be deemed to be sovereign.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by registered or certified mail to Borrower at the address given in this paragraph.

**13. Loan Charges.** If the bank receives by this loan security instrument it subjects to a tax which costs substantially more than charges, it is required to pay interest on the principal amount of the loan.

12. Succession and Administration of Estates. - The Government and the Courts have power to make laws for the regulation of the succession and administration of estates.

11. **Horrifierer Real Releaved; Furbearer Not A Voter.** Extraneous of the time for payment of redemption

Lifelock Founder and Boardmember Christopher W. Burgess is warning, my application of principles should not extend to personal

It also requires that the firm have a clear understanding of its market and the characteristics of its products.

sums set aside by the legislature or by the state auditor of how the sums are spent.

In this regard, if a loss taking of the Property, the proceeds shall be applied to the extent necessary to restore the same to its former condition, with only such amount as may be necessary to pay the expenses of the repair or restoration, including the cost of labor, materials and supplies, and the cost of insurance, taxes, interest and other expenses incident thereto, and the balance of the proceeds shall be applied to the payment of the debts and expenses of the estate.

shall be paid to [name].

10. **Academician.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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**16. Borrower's Copy.** Borrower shall be given one conformed 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 advised 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 accelerating following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration in 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.

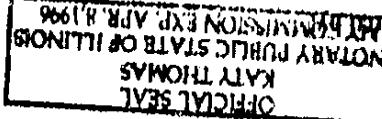
**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Form 301A 9/90

Page 8 of 10

7-68(1) (1980)



My Commission Expires:

Given under my hand and official seal, this 18 day of April 1996  
Signed and delivered the said instrument, appeared before me this day in person, and acknowledged that they he  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they he  
personally known to me to be the same person(s) whose name(s)

SHERILIA A. SUNDRAIT AND DOUGLAS A. LEIK, MARRIED TO EACH OTHER  
, a Notary Public in and for said county and state do hereby certify that

County as:

Kank

STATE OF ILLINOIS,

Borrower  
(Seal)

Borrower  
(Seal)

SHERILIA A. SUNDRAIT  
, a Notary Public in and for said county and state do hereby certify that

Borrower  
(Seal)

Witnessed:

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

- Check applicable boxes(s):
- 1st Family Rider
  - Conditional Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Graduated Payment Rider
  - Adjustable Rate Rider
  - Adverse Rider
  - V.A. Rider
  - Other(s) [Specify]
  - Second Home Rider
  - Life Insurance Rider
  - Biweekly Payment Rider
  - Planned Unit Development Rider
  - Graduated Payment Rider
  - Family Rider

24. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, as set forth above, each such rider shall be incorporated into and shall amend and supplement  
the documents and instruments set forth above, where a part of this Security Instrument.

ILLINOIS  
CLERK'S OFFICE  
COOK COUNTY

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Moll Suite 2100  
One First National Plaza  
Chicago, Illinois 60670  
Telephone: (312) 732-4000

LOAN # 0000541575  
353 W. DICKENS 4W  
CHICAGO, IL 60614

## LEGAL DESCRIPTION RIDER

UNIT NUMBER '4W' IN 351 WEST DICKENS CONDOMINIUM AS DELINEATED ON SURVEY OF THE EAST 52 FEET OF LOTS 5 AND 6 IN THE SUBDIVISION OF THE NORTH 81.84 FEET OF BLOCK 31 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS PARCEL) WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY BANK OF RAVENSWOOD AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 12, 1974 AND KNOWN AS TRUST NUMBER 1091 AND RECORDED AS DOCUMENT 22934788 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPT FROM SAID PARCEL ALL THAT PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

REAL ESTATE TAX I.D. #: 14-33-207-068-1008

94101353

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Property of Cook County Clerk's Office

RECORDED

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **18TH** day of **JANUARY**, **1994**,  
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 **THE FIRST NATIONAL BANK OF CHICAGO**

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

**353 W. DICKENS 4W, CHICAGO, ILLINOIS 60614**

[Property Address]

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

**353 WEST DICKENS 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 or the

**MULTISTATE CONDOMINIUM RIDER • Single Family • Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

Page 1 of 2

Form 3100-9/00

1210-8 (9/98)

VMP MORTGAGE FORMS • (313)893-6100 • (800)821-7201

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(ମୁଦ୍ରଣ)

ଜାମିନ୍‌  
(ପ୍ରାସାଦ)

מגילה א סונדVAL

EDUCATION, LEISURE

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

B. Reasons why all Borrower does not pay condominium dues and assessments which include late fees under the Condominium Deed of Sale.

(v) any action which would have the effect of rendering the public library function ineffective

benefit of lecture:

By conducting a search of subsumed depositions by file or officer causality or in the case of a striking

Willem Conradus, either partially or subdivided like Property of unseaworthy cargo.

adjustment of the common elements, or for any convexity arising in lieu of concavity, the hereby assigned unit shall be applied to Landeser. Such proceeds shall be applied by Landeser to the sums received by the Security Fund until

SL65T#50000