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Robin Recorded Doc for:

Price Chopper Stores Corporation
9300 W. Bryn Mawr, 10th Floor

Relevent, Inc. (DPOB#131) - Other relating to the following notes

All in Post Closing Department

94203129
Box 268

[Space Above This Line For Recording Date)

MORTGAGE

DEPT-01 RECORDING

\$37.00

T81211, TRAN 4561-03/03/94, 14149100

42337 4 pc 24-203129

COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **February 24, 1984**. **The mortgagor is**

NATHANIEL S. SHAPO AND ELIZABETH HART, BOTH SINGLE PERSONS, NEVER MARRIED

(Borrower). This Security Instrument is given to NATIONWIDE MORTGAGE & FINANCIAL

COMPANY, INC., WINNETKA, ILLINOIS, A CORPORATION OF THE STATE OF ILLINOIS, AS LENDER.

This instrument secures the payment of the principal sum of \$107,100.00, plus interest, advanced by Lender to Borrower on or before March 1, 2001, and all other amounts due under Note and this instrument.

which is organized and existing under the laws of THE STATE OF ILLINOIS, AND WHOSE address is 678 LINCOLN AVENUE

WINNETKA, IL 60093 (Lender). Borrower owed Lender the principal sum of One Hundred Seven Thousand One Hundred and No/100 Dollars (U.S. \$ 107,100.00).

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 **March 1, 2001**. 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 it in 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:

UNIT 2811 IN THE LAKE PARK PLAZA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 AND 2 IN BLOCK 2 IN THE EQUITABLE TRUST COMPANY'S SUBDIVISION OF LOTS 1 AND 2, IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 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 24768207 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-21-100-018-1348

39-1

which has the address of **3830 N. PINE GROVE ROAD, 2511, CHICAGO, ILLINOIS, 60613** ("Property Address");

(Street, City),

ILLINOIS, Single Family - Family Non-Financial Use, UNIFORM INSTRUMENT

Form 2014-2/90
Amended 1/91
INN 100-100-100

MAILED (100%) 100% AUTHORIZED MORTGAGE FORMS (100% CLEARED)

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Form 39A(II) (2019)

Form 39A(II) (2019)

of the actions set forth above within 10 days of the giving of notice. Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more steps to determine if Lender's title to the property is subject to a lien which may attach directly over this security instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender to prevent the enforcement of the lien, or (d) demands payment of the lien by legal proceedings which in the Lender's opinion operate to prevent the collection of the lien, or (e) demands payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien writing to the payee of the payee of the signature which has priority over this Security Interest unless Borrower: (ii) agrees in

Borrower shall promptly disburse any lien which has priority over this Security Interest to Lender reciting the payment of payments.

Borrower makes the payment directly, Borrower shall promptly furnish to Lender reciting the payment of payments.

In the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay him on time directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

which may attain priority over this Security Interest, and leasehold payments or ground rents, if any, Borrower shall pay the Property which may be liable to pay all taxes, assessments, charges, fines and expenses attributable to the Property.

4. **Chancery Tax.** Borrower shall pay all taxes, to any state, to any local authority due under the Note.

1 and 2 shall be applied to any payment due under the Note, second, to attorney fees payable under paragraph 2;

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received in Lender under Paragraphs

Security Interest.

Property, shall apply any funds held by Lender at the time of acquisition or as a credit against the sums accrued by this held by Lender, (ii) under paragraph 2, Lender shall receive or sell the Property, Lender, prior to the liquidation or sale of the

Upon payment in full of all sums accrued by this Security Interest, Lender shall promptly refund to Borrower any funds

monday paydays, as Lender's sole discretion.

to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve days sufficient to pay the face value of the funds held by Lender to Borrower and in such case Borrower shall pay out sufficient funds to accommodate with the receivable of applicable law. If the amount of the funds held by Lender in any time is paid by Lender to be held by Lender exceeded the amounts permitted to be held by applicable law, Lender shall promptly return to Borrower for

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall promptly return to Borrower for

make. The funds are pledged as additional security for all sums accrued by this Security Interest.

annual accumulation of the funds, showing credits and debits to the funds and the purpose for which each debit to the funds was

Lender may agree in writing, however, that interest shall be paid on the funds, Lender shall file to Borrower, without charge, an

requisite interest to be paid, Lender shall not be required to pay the deficiency on the funds, Lender shall file to Borrower and

Lender in connection with this loan, unless applicable law otherwise. Lender will immediately file a notice of deficiency with

However, Lender may require Borrower to pay a sum of money to Lender for an independent real estate tax received by

the federal taxes, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge.

Lender may not charge Borrower for holding and applying the funds, annually multiplying the accrued accrued, or carrying

Lender, if Lender is such as mentioned in any Note, to any Federal Home Loan Bank. Lender shall apply the funds to pay the following

The funds shall be held in an account whose deposits are incurred by a certain agency, but nothing

otherwise in accordance with applicable law.

equitable the amount of funds less on the basis of current due and reasonable estimation of expenditure of future interest or amount, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, Lender may demand from time to time, U.S.C., Section 2601 et seq. ("RESPA"), unless otherwise law will apply to the funds less a lesser

mortgage loan may cause for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally

payments of less, each, in lieu of the payment of mortgage interest, those loans are called "federal loans."

any; (c) yearly mortgage insurance premium, if any; and (d) any sums payable by Borrower to Lender, in accordance with the

or ground rents on the Property, if any; (e) yearly hazard or property insurance premium; (d) yearly flood insurance premium, if

and assessments which may affect the Note, until the Note is paid in full, a sum ("funds"), (e) yearly tax paid by Lender

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

provided of and interest on the debt evidenced by the Note and any payment and into the attorney due under the Note.

1. **Payment of Principal and Interest; Preparation and Late Charges.** Borrower shall promptly pay when due the

(UNIFORM CONTRACTS, Borrower and Lender covenant and agree as follows:

variable by jurisdiction to consider a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT contains all covenants for narration and non-narrative covenants with the intent

will defend necessarily the title to the property against all claims and demands, subject to any encumbrance of record.

HORRIGER GOVERNANTS that Borrower is lawfully elected of the cause hereby convened and that the right to negotiate,

All of the foregoing is referred to in this Security Interest in the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, All replacements and additions shall also be covered by this Security Interest.

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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 restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened, if the restoration or 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 offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured 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 payments. If under paragraph 21 the Property is acquired by Lender or 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, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default 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 foreclosure or in 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 secured 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 those payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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be severable. Note without the controlling provision. To this end the provisions of this Security instrument and the Note are declared to have effect without the controlling provision, such control shall not affect other provisions of this Security instrument or the Note which can be contradicted in whole by the Note. In the event that any provision of clause of this Security instrument or the Note which can be contradicted in whole by the Note, such provision shall be governed by the Note.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Note is delivered to have been given to Lender when given in paragraph.

16. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it to Lender's stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be given by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's first class mail addresses provided for in this Security instrument. The notice shall be directed to Lender's first class mail addresses applicable law requires use of another method, the notice shall be directed to the Property Address or by first class mail unless otherwise specified. In the event that any notice provided for in this Security instrument is given by delivery to Lender, it shall be deemed to have been given to Borrower or Lender when given in this paragraph.

17. Governing Law. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment clause under the Note may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender. Any funds already collected from Borrower which exceed permitted limits will be refunded to Borrower, permitted limit and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (c) any funds already collected from Borrower or by making a direct payment to Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender.

18. Governing Law. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security instrument or the Note without full Borrower's consent. Secured by this Security instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or forgive under the property under the terms of this Security instrument, (d) is not personally obligated to pay the sum maximum amount that does not exceed the Note: (a) is co-signing this Security instrument only to mortgagee, grant and convey this Security instrument but does not exceed the Note: (b) is co-signing this Security instrument only to Borrower, subject who signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, Lender shall not be required to operate to reduce the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to make any accommodations with regard to the terms of this Security instrument or the Note without full Borrower's consent.

19. Borrower Not Kept; Release; Forbearance; Lender Not a Holder. Extension of the time for payment of modifications due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount of principal by this Security instrument, whether or not due.

20. Lender and Borrower shall not exceed the amount of principal by this Security instrument, whether or not due.

21. The Property is sold and by Borrower, or if, after notice to Borrower that the condominium 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 sum received by this Security instrument, whether or not due.

22. Borrower Not Kept; Release; Forbearance; Lender Not a Holder. Extension of the time for payment of modifications due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount of principal by this Security instrument, whether or not due.

23. The Property is sold and by Borrower, or if, after notice to Borrower that the condominium 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 sum received by this Security instrument, whether or not due.

24. The Property is sold and by Borrower, or if, after notice to Borrower that the condominium 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 sum received by this Security instrument, whether or not due.

25. The Property is sold and by Borrower, or if, after notice to Borrower that the condominium 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 sum received by this Security instrument, whether or not due.

26. The Property is sold and by Borrower, or if, after notice to Borrower that the condominium 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 sum received by this Security instrument, whether or not due.

27. The Property is sold and by Borrower, or if, after notice to Borrower that the condominium 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 sum received by this Security instrument, whether or not due.

28. The Property is sold and by Borrower, or if, after notice to Borrower that the condominium 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 sum received by this Security instrument, whether or not due.

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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. These 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 Note 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 in 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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Form 301A 0/00

6/01/91

BANC ONE MORTGAGE CORPORATION

COLLEEN A. MITTEMA

NOTARY PUBLIC STATE OF MINNESOTA	NOTARIAL ACT OF JUNE 21, 1991
NOTARY PUBLIC STATE OF MINNESOTA	NOTARIAL ACT OF JUNE 21, 1991
My Commission Expires	

Given under my hand and affidavit seal, this 21 day of June 1991, free and voluntary act, for the uses and purposes herein set forth, signed and delivered the said instrument as, (Affidavit) free and voluntary act, for the uses and purposes herein set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____, personally known to me to be the same person(s) whose name(s)

is/are affixed hereto, and for valid county and state do hereby certify that _____, a Notary Public in and for valid county and state do hereby certify that

✓ 100% County seal

STATE OF ILLINOIS.

Honorably
(Seal)

Honorably
(Seal)

Honorably
(Seal)

Honorably
(Seal)

Witnesses:

Any rider(s) executed by Borrower and recorded with it, are deemed to be a part of this Security Instrument and its cover sheet and agreement, and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument.

- (Check applicable box(es))
- Adjustable Rate Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Creditable Flood Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Standard Flood Rider
 - Second Home Rider
 - Other(s) (specify) _____
 - V.A. Rider
 - Balloon Rider
 - Rate Improvement Rider

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

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 24th day of February, 1984, 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 NORTH SHORE MORTGAGE & FINANCIAL

(the "Lender")

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

2630 N. PINE GROVE AVENUE, CHICAGO, ILLINOIS 60613

(Property Address)

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

(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 retained 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

Form RM-100-100
10/1982 Edition
Fannie Mae/Freddie Mac
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Form 3140 9/80

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ELIZABETH HARR
MATTHEW S. SHAPO

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

If Borrower ceases to pay rent, interest from the date of commencement at the Note rate and shall be payable, until terminated, upon notice from Lender by the Security Lienor or Lender under this paragraph if such become imminent death of Borrower received by the Security Lienor or Lender under this paragraph if such become imminent death of Borrower does not pay conditional dues and assessments when due, then Lender may pay them. Any amounts deposited by Lender under this paragraph if such become imminent death of Borrower received by the Security Lienor or Lender under this paragraph if such become imminent death of Borrower does not pay conditional dues and assessments when due, then Lender may pay them.

If Borrower fails to pay rent, interest or any other amount payable to Lender,

(a) termination of professional management and assumption of self-management of the Owners unit arranged by the Owners Association acceptable to Lender;

(b) any action which would have the effect of rendering the public liability insurance coverage

(c) any amendment to any provision of the Conditional Note for the purpose of changing by condominium or unit documents;

(d) the abandonment of termination of the Conditional Note by Lender or owner causally or in the case of a lacking

termination required by law in the case of substantial disqualification by the Conditional Note Project, except for abandonment or

(e) Lender's written consent. Borrower shall not, except after notice to Lender and with Lender's prior

(f) failure to fulfill the conditions of the Project or contract to provide services to the Project.

unit or of the common elements, or for any conveyance in lieu of condominium, so hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums accrued by the Security instrument as provided in Item 10.

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this **24th** day of **February**, 19**94**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed in Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to **NORTH SHORE MORTGAGE & FINANCIAL**
578 LINCOLN AVENUE
MINNETONKA, IL 60093

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

**2511
3930 N. FINE GROVE RD., CHICAGO, ILLINOIS 60613**

[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 **March 1st**, 20**24**, 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 60-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, (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 lien 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 \$250.00 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.

Nathaniel S. Shapo
NATHANIEL S. SHAPO

(Seal)
-Borrower

Elizabeth Hart
ELIZABETH HART

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

I Sign Original Only