

UNOFFICIAL COPY

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Form 2014 9/90

Inkling

S.R.R.

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תלמודי טהרה (ט'ז)

100% testable, easy to audit, simple to implement and

Form 301A 8/80
Amended 6/91

Figure 2(b)

233 E. ERIE STREET, CHICAGO
60611 ("Property Address")

POLYCHIUS AND THE MIDDLECLASS OF

REAL ESTATE TAX I.D. #: 17 10 203 027

SEE ATTACHED MIDEA FOR LEAD DESCRIPTION

030X2016

This debt is evidenced by Borrower's note dated the same date as this Security Assignment ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2008. This Security Assignment 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 instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgag[e], grant and convey to Lender the following described property located in County, Illinois:

(“Holderowner”), This Security Instrument is given to
THE FIRST NATIONAL BANK OF CHICAGO
DEPT.-01 RECORDING
THE FIRST NATIONAL BANK OF CHICAGO
117777 188A 7519 03/18/94 1319
47884411C K-94-1251
CORPORATE RECORDS
THE UNITED STATES OF AMERICA
ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670
which is organized and existing under the laws of
and whose
address is

ELVIN A. REITMAN AND SANDY L. REITMAN, MARRIED TO EACH OTHER.
THIS MARRIAGE (Secondly) is given on SEPTEMBER 24, 1993.

MORTGAGE

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OCTOBER 1993

1990-1991
C. C. S. / S. 6

REF ID: A000000000000000

WHO'S WHO

WISCONSIN DOBSON JEWELRY CO., TROYVILLE, PENNSYLVANIA

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance by reason of condemnation, are hereby withheld and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower; or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in our paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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8. Motivating Incentive. The leader needs to base his/her motivation on a combination of rewards and recognition. It is important to reward the team members for their hard work and dedication. This can be done through monetary incentives such as bonuses or raises, as well as non-monetary incentives such as recognition awards or appreciation cards. Additionally, leaders should provide feedback and encouragement to their team members to help them stay motivated and focused on their goals.

Any amounts disbursed by Lender under this paragraph 7 shall become nondischargeable 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 requiring payment.

Unless Lender and Borrower otherwise agree in writing, any application or procedure to participate shall be deemed to commence

Landlord and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration or repair if the restoration or repair is economically feasible and Landlord's security is not lessened. If the restoration or repair is not economically feasible or Landlord's security would be lessened, the insurance premiums shall be applied to the sums secured by this Security instrument, whether or not there due, with any excess paid to Borrower. If Borrower borrows die property, or does not answer within 30 days a notice from Landlord that the insurance carrier has offered to settle a claim, then Landlord may collect the insurance proceeds. Landlord may use the proceeds to repair or restore the Property or to pay sums accrued by this Security instrument, whether or not there due. The 30-day period will begin when the notice is given.

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 renews, Borrower shall promptly give to the insurance carrier and Lender premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

5. Hazard or Property Insurance. Barrower shall keep the property covered or the hazard covered on the Policy against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods measured against losses by fire, hazards included within the term "extended coverage" and any other hazards, including floods resulting from lightning, windstorms, hail, snowstorms, floods, earthquakes, fires, and any other hazards.

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RECEIVED - 10/12/1993

S-5
S-2
S-1

23. **Waiver of Right to Cure.** If the title company or other lender or holder of the note waives the right to cure any default under the note, the Borrower waives the right to cure such default unless otherwise provided in the note.

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1st Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) (specify) | |

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

Witnesses:

MELVIN A. REITMAN (Seal)
Borrower

SANDY L. REITMAN (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS,

LAKE

County ss:

I, the undersigned Notary Public in and for said county and state do hereby certify that MELVIN A. REITMAN AND SANDY L. REITMAN, MARRIED TO EACH OTHER,

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY he signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Olive under my hand and official seal, this 24th day of September, 1993.

My Commission Expires:

Notary Public

"OFFICIAL SEAL!"
This Instrument was prepared by: CARLOS ADONNETTO
Notary Public, State of Illinois
My Commission Expires 5/7/95

Form 3014 9/80

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Form 301d

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21. Acceleration Remedies. Under such circumstances, the holder of the instrument may sue for the recovery of the amount due, or for specific performance of the instrument, or for cancellation of the instrument.

22. Recovery of the amount due. The holder of the instrument may sue for the recovery of the amount due, or for specific performance of the instrument, or for cancellation of the instrument.

23. Recovery of the amount due. The holder of the instrument may sue for the recovery of the amount due, or for cancellation of the instrument.

18. Borrower's Right to Reinstatement. If Borrower makes certain conditions, Borrower shall have the right to have by this Security instrument without further notice or demand on Borrower, application of law may specify for reinstatement in any time prior to the earlier of: (a) 5 days (or such other period as tumultuous or (b) during or a judgment entered against 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) gives any default of any other co-covenant or agreement; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees and (d) takes such action as Lender may reasonably require to resume the loan of this Security instrument. Under such circumstances, Borrower shall be liable to pay the sum accrued by this Security instrument plus interest at the rate provided in the Note.

If a lessee exercises this option, Landlord shall give Borrower notice of acceleration, the notice shall provide a period of not less than [redacted] 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, Landlord may invoke any remedies permitted

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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 accrued by the Security Instrument as provided in Uniform Covenant 10(b) of the Uniform Security Instruments Act.

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 disallowed 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.

MELVIN A. REITMAN (Seal) Borrower
SANDY L. REITMAN (Seal) Borrower

Borrower
(Seal)
Borrower

¹ See, e.g., *U.S. v. Babbitt*, 100 F.3d 1321, 1326 (10th Cir. 1996) (“[T]he [Bald Eagle] Act does not require the government to prove that it caused the bald eagle to become an endangered species.”).

W¹ = 1.0, W² = 0.9, W³ = 0.8, W⁴ = 0.7, W⁵ = 0.6, W⁶ = 0.5.

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Form 3140 8/60

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(RC/128/0001-0010) (RC/128/01-0010) (RC/128/0101-0104)

1100 Dr. Jekyll

06/6 0710 1010

Ergonomics

MULTIGRANATE CONDOMINIUM RIDER • Single Family • Family • Female Male/Female Male UNIFORM INSTRUMENT

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to

C. Public liability insurance. However 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

Proprietary, whether or to the unit or to common elements, any proceeds payable to the recoverer are hereby assigned and shall be paid to (and for application to the sums accrued by the Security Instrument), with any excess paid to

Biotechnology is demanded especially in the context of the redefined coverage it provided by the previous Association Policy.

(1) Leader would die provision in Standard Coverage 2 for the non-life policy to transfer or waive effect of the yearly premium installments for hazard insurance on the Project; and

B. Shared insurance. So long as the Owners Assessments remain, with a reasonably acceptable insurance carrier, a "master" or "blanket" policy on the condominium property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards listed under "Excluded coverage," then

A. **Condominium Project's Constitution, By-laws and Declarative Document** under the Condominium Act, which creates the Condominium Project; (ii) by-law; (iii) code of regulations; and (iv) other equivalent documents, the owner shall properly pay, when due, all taxes and assessments imposed to the Condominium Project.

CODONIUM GOVERNANTS In addition to the governments and agreements made in the Security Council & elsewhere.

(S)ame of Coordinatum Project

INTERROGATED BY THE CIRCUIT ATTORNEY

The Project, together with an individual element in the common elements of a configuration [Properties Address]

222 S. WING STREET, CHICAGO, ILLINOIS 60611

of the same date and covering the Property described in the Security Instrument and recited in the "Lender")

THE FIRST NATIONAL BANK OF CHICAGO

This classification is made up of the following categories:

CONDOMINIUM RIDER

FIRST AMERICAN TITLE

665879 100-101

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300-17895

REAL ESTATE TAX I.D. # 17 10 203 027

Property of Cook County Clerk's Office
300-17895

PARCEL 1: UNIT 1307 TOWNSHIP WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN A STEREOGRAPHIC CENTER CONDOMINIUM AS DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26017897, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, IN THE EAST 1/2 OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 TO MAINTAIN PARTLY WALL AS ESTABLISHED BY PARTY AND AGREEMENT RECORDED AS DOCUMENT NO. 1715549, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: ALL THOSE CERTAIN EASEMENTS, PRIVILEGES, RIGHTS OR USE AND ALL OTHER BENEFITS DESCRIBED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS,

RESTRICITION AND EASEMENTS FOR THE BENEFIT OF PARCEL 1 RECORDED AS DOCUMENT NUMBER 26017894 AND AS CREATED BY THIS RECORDING AS DOCUMENT NUMBER 26017895 IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION MIDEN

LOAN # 0000833324
233 S. WINE STREET
CHICAGO, IL 60611

MAIL SUITE 2106
9 3 / Chicago First National Plaza
Chicago, Illinois 60670
Telephone: (312)732-4000

FIRST CHICAGO
The First National Bank of Chicago

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