

UNOFFICIAL COPY

95613726

Prepared by: DIANNA SIMPSON
BANC ONE MORTGAGE CORPORATION

DEPT-01 RECORDING 137.00
180012 TRAN 6403 06/13/95 11:06:00
16190 LCG N-95-6 13726
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 29, 1995

The mortgagor is

JOHN PATRICK LINN, AN UNMARRIED MAN, NEVER BEEN MARRIED

JPL

("Borrower"). This Security Instrument is given to NORTH SHORE MORTGAGE & FINANCIAL

34000/10

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 578 LINCOLN AVENUE

, and whose

VINNETKA, IL 60083

("Lender"). Borrower owes Lender the principal sum of

Forty-Seven Thousand and No/100 -----

Dollars (U.S. \$ 47,000.00).

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 September 1, 2025. 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 this 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:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

14-21-101-035-1166

which has the address of 3860 LAKE SHORE DRIVE #10-8 CHICAGO
Illinois 60613 (Zip Code) ("Property Address").

(Street, City).

ILLINOIS-Single Family - PM&A/PUBLIC UNIFORM
INSTRUMENT Form 3010 R-90
Amended 8-91

BOX 333-CTI

UNOFFICIAL COPY

449-2-8

(S-1011) (2000)

of the actions set forth above under (d) any of the following of notes:
Society liability limitations. [Leader] may give Borrower a notice terminating the loan. Borrower shall notify the loan of the date of the
date. Society limitations of [Leader] determine that any part of the Property is subject to a loan which may cause personalty over the
termination of the loan or (c) notices from the holder of the loan as appropriate authority to [Leader] notwithstanding the loan is
by, or [Leader] obtains another administrator of the loan in legal proceedings; unless (b) notices in good faith to [Leader] options to prevent the
termination of the property of the debtor or the holder of the loan in a manner acceptable to [Leader]; (a) notices in
Borrower shall promptly advise the Society limitations under Borrower; (a) agrees in
Borrower makes the property dispositions any loan which has priority over the property under the provisions.

Borrower makes the property directly, Borrower shall promptly furnish to [Leader] records evidencing the property.
provisions and provisions Borrower shall promptly furnish to [Leader] all notices of motions to be paid under this provision. If
debtors in the manner provided in paragraph 2, or if no paid in due manner, Borrower shall pay from an account held by the
which may then provide than Society limitations, changes, leases and negotiations available to [Leader] shall pay direct
a. Changes. When Borrower shall pay all fees, expenses, changes, charges, leases and negotiations available to [Leader] in the Property
dated, to [Leader] fees, costs, attorney's fees and taxes, to any bank or changes due under the Note.
2. Application of Payments. When applicable in accordance with provisions otherwise, all payments made by [Leader] under paragraphs
Society limitations.

Property, shall apply to Funds held by [Leader] as the sum of obligations of such as a credit account, the sum received by this
held by [Leader], If [Leader] pays paragraph 2, [Leader] shall receive a full the Property, [Leader], paid to the administration of any time
[Leader] payment in full of all sums received by this Society limitations, [Leader] shall jointly, expand to Borrower any Funds
monthly payments to [Leader] as due dates.

to [Leader] the sum necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve
out sufficient to pay the Extraordinary expenses due, [Leader] may do monthly Borrower to pay, and, in such case Borrower shall pay
the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by [Leader] is any time in
If the Funds held by [Leader] exceed the amount paid by the [Leader] shall account to Borrower the
monthly payments to [Leader] as due dates.

The Funds are paid in accordance with the following terms of the Security Instrument:
annual accounting of the Funds, including credits and debits to the Funds, and the purpose for which each deposit to the Funds was
Leaders may agree to pay, [Leader] shall not be required to pay dividends to [Leader] until [Leader] receives a full payment
reduces balance to be paid, [Leader] shall not pay dividends to [Leader] unless [Leader] receives a full payment to the Funds. Borrower and
Leaders in connection with this loan, unless applicable law, [Leader] deducts dividends unless an agreement is made of specified law
However, [Leader] may require Borrower to pay a one-time charge for an administration cost or other fees to [Leader] used by
the Extraordinary expenses, unless [Leader] pays Borrower interest on the Funds and applicable law permits [Leader] to make such a charge
Leaders, if [Leader] is able to pay the [Leader] shall account to [Leader] monthly multiplying the Funds to pay the Extraordinary
leadership, if [Leader] may not charge Borrower for holding and applying the Funds, [Leader] monthly multiplying the Funds to pay the Extraordinary
Leaders shall be held to make deposits as measured by a federal agency, automatically, as early (including
The Funds shall be held to make deposits as measured by a federal agency, automatically, as early (including

otherwise in accordance with applicable law.
comer of Funds due on due dates and reasonable extensions of extensions of future draws (dates of
amount of Funds due on due dates and reasonable extensions of extensions of future draws (dates of
amount, if so, [Leader] may, at any time, deduct and hold Funds in an amount not to exceed the last amount [Leader] may
consider from time to time, 12 (Section 361 et seq. ("TECPA")), unless another law that applies to the Funds until a leader
receives funds may, at any time, deduct and hold Funds in an amount not to exceed the amount remaining available to [Leader] for a federal regulation
provisions of paragraph 1, in lieu of the payment of mortgage interest premiums. Those items are called "draws", in accordance with the
of general rules of the Property, if any, partly based on property insurance premiums; (d) yearly flood insurance premiums, if
and assessments which may then become payable over the Society limitations as a loan on the Property; (b) yearly landlord payments
[Leader] on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"), for (a) yearly rents
2. Funds for Taxes and Insurance. Subject to applicable law or to a trustee's receiver by [Leader], Borrower shall pay to
payment of and service on the day calculated by the Note and any payments and late charges due under the Note.
1. Payment of Taxes and Insurance. Proprietary and Late Charges. Borrower shall promptly pay when due the

LINERMAN COVENANTS, BORROWER AND LEADER Covenants and Agreements

verbalizes by [Leader] to commence a monthly security statement covering real property.
THIS SECURITY INSTRUMENT contains mutual covenants for a stated use and non-use covenants with limited
use and coverage of the Property and that the Society limitations of record. Borrower retains and
will defend personally the Property and that the Society limitations of record, subject to any encumbrances of record.
BORROWER COVENANTS that Borrower is lawfully holder of the same hereby conveyed and has the right to manage.
All of the foregoing is referred to in this Society limitations. All modifications and addendums shall be covered by this Society limitations.
Lenders now or hereafter a part of the property. All modifications and addendums shall be covered by this Society limitations.
TOGETHER WITH all the modifications now or hereafter made on the property, and all renewals, substitutions, and

UNOFFICIAL COPY

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 payment 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, 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 forfeiture 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 to 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 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 these payments as a loss reserve in lieu of mortgage insurance. *Loss reserve*

UNOFFICIAL COPY

卷之三

Chapman & Hall

15. Commuting from Switzerland. The Society's members shall be governed by federal law and the law of the Swiss cantons in which they reside. To this end the provisions of this Society's Statutes and the Note set out in the foregoing paragraph shall not affect other provisions of this Society's Statutes or of the Note which may be contrary to such provisions.

14. **Postscript.** Any notice in the *Britannica* provided for in this Society's instructions shall be given by communication to the Secretary, and no communication shall be deemed to have been given to the Society unless delivered to him personally.

11. **Learn Changes.** If the team is successful by the secondary function and the team changes to a new way, this indicates that the team has learned changes.

12. **Society members and voluntary bodies:** from and *General Secretary*:
 Society members shall send and forward the necessary and sufficient details of their names and addresses to the Provost in at least two months before the examination.

11. **Entomopathogenic Fungi**: Entomopathogenic Fungi are another class of microorganisms that play a role in pest control. These fungi are pathogenic to insects, causing disease and mortality. Some common examples include Beauveria bassiana, Metarhizium anisopliae, and Paecilomyces fumosoroseus.

If the Property is transferred by Lenders, or a, after notice by Lenders to Borrowers that the consideration offered to make an award of sole a claim for damages, Borrowers shall be required to pay over within [] days after the date the notice is given, Lenders a sum equal to all costs and expenses of proceedings, as in opinion, others to recovery of reverts of the Property or to the same assessed by the Society herself, whether or not the same due.

In the event of a loss resulting from the Property, the proceeds shall be applied to the sum so saved by the Society's insurance, whether or not the cause of such loss is due to the negligence of the carrier, provided, however, if the claim of a partial loss of the Property is within the sum so saved by the Society, the carrier underwriting the same shall be liable for the amount of the loss sustained by the Society.

18. Considerations. The proceeds of any award of claim for damages, direct or consequential, in connection with any compensation or other taking of any part of the Property, or for non-availability in law of compensation, are hereby agreed and

9. **Liaison officers.** [Leave as it stands] Many native communities own their lands and independence of the Property. Liaisons shall [Leave]

Parties may no longer be required to repeat all the options of a tender, if they make tenders on behalf of the party that made the original tender.

UNOFFICIAL COPY

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 covenant or agreement; (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 accrued hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

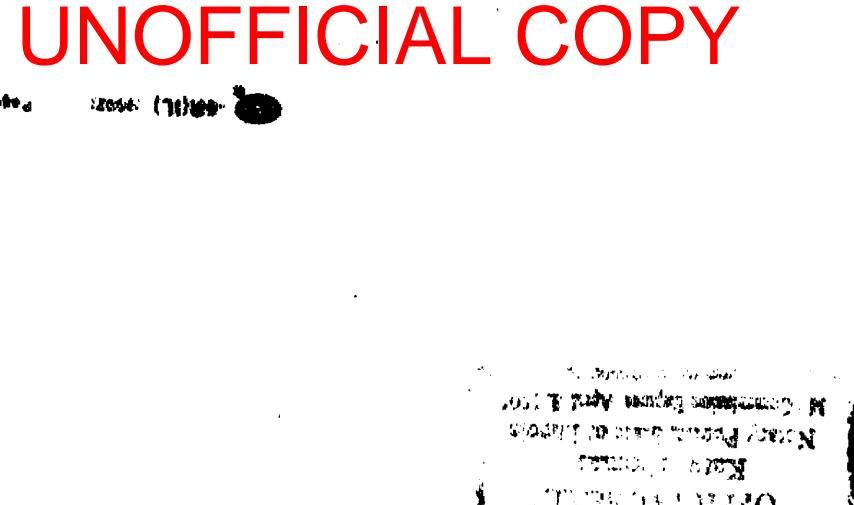
21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

UNOFFICIAL COPY

Form 3016 8/27

Page 4 of 6

Rev. 4/98



My Commemorative Express

Given under my hand and affixed seal, this 10th day of May 1998
I, [Signature] do hereby declare and acknowledge as true the facts and particulars herein set forth
subscribed to the foregoing instrument, especially before me this day of person, and acknowledged by me. I further
personally known to me to be the same person(s) whose name(s)

1. Money Paid is used for small currency and none do thereby certify this

(Amounts are)

AMOUNTS

STATE OF ILLINOIS.

Subscribers
(Seal)

Subscribers
(Seal)

Subscribers
(Seal)

Subscribers
(Seal)

BY SIGNING BELOW, subscribers agree to the instrument contained in this Security Instrument and in
any order(s) executed by Borrower and record with it
WITNESSES:

21. 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))
- Adhesive Rate Rider
 Credit Card Rider
 Creditline Rider
 Creditline Rider
 Credit Impoverished Rider
 Credit Impoverished Rider
 Credit Promotional Rider
 Credit Promotional Rider
 Fixed Rate Rider
 Second Home Rider
 VA Rider

22. 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.
Without charge to Borrower, Lender will furnish all right of enforcement and extension in the Property.

23. Waiver of Foreclosure. Borrower waives all right of foreclosure and extension in the Property.
Without charge to Borrower, Lender will pay any recording costs.

22. Riders. Upon payment of all sums recited by this Security Instrument, Lender shall release this Security Instrument

940613726

UNOFFICIAL COPY

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29th day of August, 1985, 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:

3000 LAKE SHORE DRIVE #18-E, CHICAGO, ILLINOIS 60613

(Property Address)

The Property includes unit #, together with an undivided interest in the common elements of, a condominium project known as: **LAKE SHORE DRIVE 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 3 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

© 1984

VFM MORTGAGE FORMS (312)263-6100 (800)521-7291

Form 34-1000-0001

10/84

922-13728
95613728

UNOFFICIAL COPY

Form 8100-010

Page 2 of 2

8-19100

Borrower
(Seal)
Borrower
(Seal)
Borrower
(Seal)
Borrower
(Seal)

ATTACH LINES

John J. Gluck Jr.

Ruler

BY SIGNING BELOW Borrower agrees and agrees to the terms and provisions contained in this Conditional

to Borrower foregoing payment by the Security Interest in the Note and shall be payable, with interest, upon notice from Lender by the Security Interest in the Note and Lender agrees to other terms of payment, those terms shall bear interest from the date of disbursement of the Note and shall be payable, with interest, upon notice from Lender by the Security Interest in the Note and Lender shall become entitled to all of Borrower's rights under the Note. Any sum now or hereafter paid by Lender under this paragraph F shall become additional debt of Borrower accrued

F. Between such of Borrower who has any conditional dues and assessments which due, when Lender may pay same to the Owner Association immediately to Lender.

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

available, or

(vi) termination of professional management and assumption of self-management of the Owners

body of Lender

(vii) any consideration to any provision of the Conditional Lien which if the provision is for the purpose

by termination of certain documents

(viii) the termination of any provision of the Conditional Lien which if the provision is for the purpose

of termination of a subdivider of the Property or consumer to

any other person or entity which is a party to the Conditional Lien

E. Lender's Power (Amend) Borrower shall not, except after notice to Lender and with Lender's prior

consent, amend or terminate the Conditional Lien without the written consent of Lender.

such proceedings shall be applied by Lender to the sums received by the Security Interest as

paid to Lender. Such proceeds shall be applied by Lender to the sums received by the Security Interest as

paid to Lender, or for any convenience in law of condensation, are hereby suspended and shall be

UNOFFICIAL COPY

1. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT NO. 18 'G' IN 3900 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING: LOTS 1 AND 2 AND ALL THAT PART OF THE ACCRETIONS AND ADDITIONS THERETO LYING WEST OF THE WEST LINE OF LINCOLN PARK, AS ESTABLISHED BY DECREE ENTERED SEPTEMBER 7, 1906 IN CIRCUIT COURT AS CASE NO. 274470, AND SHOWN BY PLAT RECORDED OCTOBER 11, 1906 AS DOCUMENT NUMBER 3937332, ALL IN BLOCK 1 IN PELEG HALL'S ADDITION TO CHICAGO, IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 31, 1977 AND KNOWN AS TRUST NUMBER 61174, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 5, 1977 AS DOCUMENT NUMBER 26221923, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.

95613726

UNOFFICIAL COPY

Property of Cook County Clerk's Office

35613726