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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 19, 1994. The mortgagor is Shirley F. Gore.

("Borrower"). This Security Instrument is given to American National Bank & Trust Company of Chicago, which is organized and existing under the laws of Illinois, and whose address is 33 North LaSalle Street, Chicago, IL 60690. ("Lender").

Borrower owes Lender the principal sum of Four Hundred Forty Thousand & 0/100***** Dollars (U.S. \$ 440,000.00). 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 December 31, 1995. 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:

SEE ATTACHED EXHIBIT "A".

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which has the address of 1040 NORTH LAKE SHORE DRIVE, UNIT 16A, CHICAGO, IL 60611. (Site) (City)

Illinois 60611 ("Property Address"); P.I.N. #17-03-202-061-1045
7th Floor

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.

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BOX 333 CT

Form 301A 4/90 4/90 4/90 4/90

INSTRUCTIONS

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Chicago, IL. 60696
33 N. LaSalle
American National Bank
Milton Liu

REGULAR REPORTING PERIOD
ENDS APRIL 1, 1989 AND BEGINS
APRIL 1, 1990

Cathleen Dunne

124 E. Leavenworth
set forth

My Commission Number is Callieen Dunne
State of Illinois
Expires 09/14/98

here and delivered to me at this address for the use and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

personally known to me to be the same person whose name is

do hereby certify that

Cathleen Dunne

Notary Public in and for said county and state,

STATE OF ILLINOIS, Cook

[Space Below This Line for Acknowledgment]

Social Security Number
- Borrower

(Seal)

Social Security Number 341-13-4609
- Borrower

Shirley F. Gore
- Borrower

Witnesses

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

Other(s) (specify)

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- balloon Rider
- Rate Improvement Rider
- Second Home Rider

(Check applicable boxes)

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 riders were a part of this Security Instrument.

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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 leasehold 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 8, 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. § 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 charge 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 leasehold 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.

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.

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

Instrument without charge to Borrower. Borrower shall pay all recording costs
22. Release. Upon payment of all sums required by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. However, Borrower shall pay all reasonable fees and costs of title insurance
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 attorney fees and costs of title insurance.
is not cured by this Security Instrument without further demand and may foreclose this Security Instrument
in full cured on or before the date specified in the notice. Lender at his option may require immediate payment in full
paying the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default
shall further injure Borrower or the right to reinstate after acceleration and the right to recover in the foreclosure pro-
cess applicable to this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice
he cured; and (d) later failure to cure the default on or before the date specified in the notice may result in acceleration
defaults (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the default must
breach of any covenant or agreement in this Security Instrument due to acceleration under paragraph 17
unless applicable law provides otherwise. The notice shall specify: (a) the action required to cure the
21. Acceleration. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

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

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
regarding, whether, this any removal or other remediation of any Hazardous Substances affecting the Property is necessary.
Environmental Law of which Borrower has actual knowledge if to correct future losses, or is caused by any government or
any governmental agency or private party involved in the Property and any Hazardous Substances
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by

to avoid res judicata and to minimize damage to the Property.
use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate
the Property that is in violation of any Environmental Law. The proceeding to remove any substance to the preexisting
of any Hazardous Substances or in or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting
20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release

The notice will also contain any other information required by applicable law.
The notice will state the name and address of the new Lessor Seller and the address to which payment should be made.
Seller, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law.
also may be one or more changes, if the Lessor Seller's interest is a share of the note. If there is a change of the Lessor
shown in the "Lessor Seller" column of the notes and this Security Instrument. There
instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity
19. Sale of Note. Change of Lessor Seller. The Note or a partial interest in the Note together with this Security

right to receive such note apply in the case of acceleration paragraph 17.
instrument and the assignments required hereby shall remain fully effective as if no acceleration had occurred. However, this
the sums secured by this Security Instrument shall still continue unchanged. Upon reinstatement by Borrower, this Security In-
strument to assume the tenor of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay
for acceleration, unless any default of any other co-debtors or attorneys; (e) pays all expenses incurred in enforcing this Security
20. Borrower's Right to Reinstate. If Borrower makes certain conditions or demands on Borrower,
by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke
of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured
as applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale other period
entitlement of this Security Instrument disclaimed at any time prior to the earlier of (a) 3 days for such other period
any remedies permitted by this Security Instrument without notice or demand on Borrower.

law as of the date of this Security Instrument.
secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal
person without Lender's prior written consent. Lender may, at his option, require immediate payment in full of all sums
by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke
of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured
as applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale other period
entitlement of this Security Instrument disclaimed at any time prior to the earlier of (a) 3 days for such other period
any remedies permitted by this Security Instrument without notice or demand on Borrower.

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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 in lieu of condemnation, are hereby assigned 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 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 that 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 repayment 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.

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

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EXHIBIT A:

Legal Description:

UNIT 16-A, TOGETHER WITH A .868 PER CENT INTEREST IN THE COMMON ELEMENTS AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 1, 2, 3, 4 AND 5, AND THAT PART OF LOT 6 LYING NORTH OF THE SOUTH LINE OF LOT 5 PRODUCED EAST TO THE EAST LINE OF SAID LOT 6 HERETOFORE DEDICATED AS PUBLIC ALLEY AND NOW VACATED BY ORDINANCE RECORDED AS DOCUMENT NO. 19333014, IN OWNERS SUBDIVISION OF LOT 14 IN BLOCK 1 IN POTTER PALMER LAKE SHORE DRIVE ADDITION TO CHICAGO, TOGETHER WITH LOTS 1, 2 AND 3 (EXCEPT THE SOUTH 3 1/2 FEET OF SAID LOT 3) IN PALMER AND BORDENS RESUBDIVISION OF LOT 15, 16 AND 18 IN BLOCK 1 OF THE AFORESAID ADDITION BEING A SUBDIVISION OF PART OF BLOCKS 3 AND 7 OF CANAL TR'S SUBDIVISION OF THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO

LOT 4 AND THE SOUTH 3 1/2 FEET OF LOT 3 AND THE EAST 3 FEET OF LOT 5 IN AFORESAID PALMER AND BORDENS RESUBDIVISION WHICH LIES NORTH OF A LINE COINCIDENT WITH THE SOUTH LINE OF LOT 4 IN THE AFORESAID OWNERS SUBDIVISION OF LOT 14 IN BLOCK 1 IN POTTER PALMER LAKE SHORE DRIVE ADDITION TO CHICAGO, ALL IN COOK COUNTY, ILLINOIS.

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BALLOON RIDER

* If the monthly instalment herein is more than twice the regularly scheduled monthly instalments, it is identified as a BALLOON PAYMENT.

THIS LOAN IS DUE AND PAYABLE IN YEARS. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

X James Jones
Y Henry Lee

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