

UNOFFICIAL COPY

95138973

AFTER RECORDING MAIL TO:

LaSalle Talman Home Mortgage
Corporation
1350 E. Touhy Ave. Suite 160W
Des Plaines, IL 60018

AP# GOTTLI, A4260406
LNU# 4260476

DEPT-01 RECORDING \$47.00
T40012 TRAN 2783 02/28/95 09:35:00
1946 EB *-95-138973
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 17, 1995. The mortgagor is Alan Gottlieb; and Phyllis Gottlieb, His Wife

(**Borrower**). This Security Instrument is given to LaSalle Talman Bank, FSB, A Corp. of the United States of America , which is organized and existing under the laws of United States of America , and whose address is 4242 N. Harlem Avenue, Norridge, IL 60634 (**Lender**). Borrower owes Lender the principal sum of Seventy Five Thousand Dollars and no/100 Dollars (U.S. \$ 75,000.00). 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 March 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:

See Attached Legal Description Rider

17-04-431-018
17-04-431-001 ,
17-04-431-015 ,
which has the address of

17-04-431-002 ,
17-04-431-016 ;
930-H N. Clark St ,
[STREET]

17-04-431-012
17-04-431-017
Chicago ,
[CITY]

Illinois 60610 ("Property Address");
[ZIP CODE]

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

BOX 333-CTI

UNOFFICIAL COPY

The Funds shall be held in an institution which is such an association or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items Lender may not charge Borrower for holding any instrumentality, or entity including Lender, if Lender is such an association or by a federal agency. 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 appraiser 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 account showing credits and debits to the Funds and the purpose for which each debt is accounted for 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 months.

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) property 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 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. Lender may estimate the amount of Funds due on the basis of current data and render a lesser amount. Lender may estimate the amount of Funds in an amount not to exceed the lesser amount if so.

escrow items or otherwise Escrow items in accordance with applicable law

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

UNIFORM LOVEMAN'S BOTTWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

THIS SECURITY AGREEMENT COOMBINES UNIFORM COVERAGE FOR INVENTORY USE AND NON-UNIFORM COVENANTS WITH LIMITED VARIATIONS BY JURISDICTION TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL 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 or record.

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

UNOFFICIAL COPY

AP# GOTTLI,A4260406

LN# 4260406

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 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.

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, 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.

UNOFFICIAL COPY

9. Inspection. Lender or his agent may make reasonable entries upon and inspections of the property under Borrower's notice at the time of or prior to an inspection specially causing for the inspection.

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 Lender if substantial coverage is not available. Borrower shall pay to the cost to Borrower each month a sum equal to one tenth of the yearly mortgage insurance premium paid by Lender for its subsisting insurance policy from an alternate mortgage insurer approved by Lender or the mortgage insurance previously in effect, from a cost substantially equivalent to the cost to Borrower when the insurance coverage based on the effect Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained by Borrower shall pay the premiums required to maintain mortgage insurance in effect, to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with the provision agreement between Borrower and Lender or applicable law.

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.

7. Protection of Lender's Rights. If Borrower fails to perform the covenants and agreements contained in this Security Instrument that may significantly affect Lender's rights in the Property, such as a proceeding in bankruptcy, probable, for condemnation or forfeiture or to enjoin 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.

any sums secured by a lien which has priority over this Security Instrument, appealing to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so if reasonable attorney fees and entitling of the Property to make repairs. Although Lender may take

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrowers' Loan Application; Lendershold. 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. Property within 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 determines that in 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 Property's interest or other material, modifiable instrument 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) concerning the loan evidenced by the Note, including, but not limited to, representations concerning co-signer(s), guarantor(s), or collateral securing the Note.

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.

UNOFFICIAL COPY

AP# GOTTLI,A4260406

LN# 4260406

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 prepayment without any prepayment charge under the Note.

UNOFFICIAL COPY

20. Hazarodus Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property that is in violation of any Environmental Law, except 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

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 Durcower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer and this Security Instrument. There also may be one or more changes of the Loan Servicer and this Security Instrument required by applicable law.

18. **Borrower's Right to Remonstrate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement delayed at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specifically permit) 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 under all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) certifies any detail of any other payments or agreements, (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 assure that the lien of this Security Instrument is not violated. Upon Borrower's default, this Security Instrument and the Note as if no acceleration had occurred, this Security Instrument shall remain fully enforceable as if no acceleration had occurred. However, this right to remonstrate shall not apply in the case of reinstatement by Borrower. This Section 18.2(c) shall not apply if the obligation to reinstate has been discharged upon Borrower's obligation to pay the sums secured by this Security Instrument shall remain fully enforceable as if no acceleration had occurred. However, this right to remonstrate shall not apply in the case of reacceleration under paragraph 17.

If exercisable by Lender in accordance with the terms of this Note, the date of such exercise shall be the earlier of (i) the date of acceleration or (ii) the date which is 60 days from the date of notice of demand by Lender.

17. Transferee or Beneficiary Interests in Borrower. If all or any part of the Property or the Proceeds of a Beneficial Interest in Borrower, if all or any part of the Proceeds of a Beneficial Interest in Borrower is sold or transferred (or if a beneficial interest is sold or transferred) by Lender, the general law as of the date of this Security Instrument shall not be exercised by Lender if such exercise is prohibited by federal law.

16. Borrower's Copy. Borrower shall be given one colorformed copy of the Note and of this Security Note (impermeable).

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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note will prevail without the conflicting provision. To the extent that any provision of this Security Instrument and the Note are declared to be severable.

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 by notice to Lender. Any notice given by Lender shall be given by first class mail to Lender's address stated in this instrument or by notice to Borrower or Lender's address by notice to Lender less designates by Lender 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.

UNOFFICIAL COPY

AP# GOTTLI,A4260406

LN# 4260406

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.

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.

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 checked="" type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 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"/> Other(s) [specify] | | |

UNOFFICIAL COPY

FORM 3014 9/90

ILLINOIS SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

PAGE 8 OF 8

ISG/CMDL1//099A/3014(0990)1

My Commission Expires April 1, 1998

Notary Public, State of Illinois

"OFFICIAL SEAL"

This instrument was prepared by Victor Schulte
Address 1350 E. Touhy Ave. Suite 160W
Des Plaines, IL 60018

Notary Public

My commission expires:

Given under my hand and official seal, this 17th day of February, 1995.

I, Alan Gottlieb, a Notary Public in and for said county and state do hereby certify that personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes herein set forth.

STATE OF ILLINOIS, County of Cook,
I, Alan Gottlieb, and Phytilis Gottlieb
a Notary Public in and for said county and state do hereby certify that
Counties:

BORROWER
(SEAL)

Witnesses:

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with the Clerk's Office.

LN# 4260406

AP# GOTTLI, A4260406

UNOFFICIAL COPY

Legal Description Rider

UNIT NUMBER 32 IN THE OAK CLUB CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PORTIONS OF LOTS AND VACATED ALLEY IN SOUTHWORTH AND HOLMKS SUBDIVISION OF THE NORTH 1/2 OF BLOCK 11 OF BUSHNELL'S ADDITION TO CHICAGO AND PORTIONS OF LOTS AND VACATED ALLEY IN THE SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 11 OF BUSHNELL'S ADDITION TO CHICAGO, ALL IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT #04L53419, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

17-04-431-001 17-04-431-002 17-04-431-012 17-04-431-015
17-04-431-016 17-04-431-017 17-04-431-018

CLERK'S OFFICE
05133973

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LNA: 4260406

ADJUSTABLE RATE RIDER (1 YEAR TREASURY INDEX - RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 17th day of February, 1995, 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 Adjustable Rate Note (the "Note") to LaSalle Texan Bank, FSB (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

930-H N. Clark St

Chicago, IL 60610

~~Property Address~~

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.1250 changes in the interest rate and the monthly payments as follows:

96. The Note provides for

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on March 1, 2002, and on that day and every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.

UNOFFICIAL COPY

ADJ RATE RIDER · IYR TR. P2

MW1062 11/94

of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender
reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk
to evaluate the intended transferee as if a new loan were being made to Lender transfer. And (b) Lender
not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender
by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall
payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised
natural person) without Lender's prior written consent, Lender may, at its option, require immediate
in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest
amended to read as follows:

Section A above, Uniform Covenant 17 of the Security Instrument contained in Section B 1 above shall
cases to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall be
2. When Borrower's initial fixed interest rate changes to an adjustable rate under the terms stated in

further notice or demand on Borrower
expirations of this period, Lender may invoke any remedies permitted by this Security Instrument without
must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the
a period of not less than 30 days from the date of this notice is delivered or mailed within which Borrower
if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide
payment in full of all sums secured by this Security Instrument.

natural person) without Lender's prior written consent, Lender may, at its option, require immediate
in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest
Section A above, Uniform Covenant 17 of the Security Instrument shall be in effect as follows:

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will deliver to me a notice of any changes in my interest rate and the amount of
my monthly payment beginning on the first monthly payment date after the Change Date until the amount of
my new interest rate will become effective on each Change Date. I will pay the amount of my new
monthly payment again.

(E) Notice of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new
monthly payment beginning on the first monthly payment date after the Change Date until the amount of
my new interest rate will become effective on each Change Date. The Note Holder will deliver to me a notice of any
changes in my interest rate and the amount of my new monthly payment again.

(E) Effective Date of Changes

14.1250 % or less than 4.1250 %. Thereafter, my interest rate will
never be greater than 15.1250 %. nor lower than 2.7500 %.
never be increased or decreased on any single Change Date by more than two percentage points.
(2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will
my monthly payment beginning on the first monthly payment date after the Change Date until the amount of
my new interest rate will become effective on each Change Date. The Note Holder will deliver to me a notice of any
changes in my interest rate and the amount of my new monthly payment again.

(D) Limits on Interest Rate Changes

The Note Holder will then determine the amount of the monthly payment that would be sufficient to
repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date
my new interest rate in substantially equal payments. The result of this calculation will be the new
amount of my monthly payment.

Before each Change Date, the Note Holder will calculate my new interest rate by adding
Three / Quarters percentage points (2.7500 %) to the Current
percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will
index. The Note Holder will then round the result of this addition to the nearest one-eighth of one
be my new interest rate until the next Change Date.

(C) Calculation of Changes

UNOFFICIAL COPY

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 those 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Alan Gottlieb
Alan Gottlieb

Date

Phyllis Gottlieb
Phyllis Gottlieb

Date

RECEIVED
11/10/94
COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95139973

UNOFFICIAL COPY

AP# GOTTLI,A4260406

LN# 4260406

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 17th day of February, 1995, 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 LaSalle Talman Bank, FSB, A Corp. of the United States of America (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

930-H N. Clark St, Chicago, IL 60610

[PROPERTY ADDRESS]

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

The Oak Club Condominium

[NAME OF CONDOMINIUM PROJECT]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the 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 secured by the Security Instrument as provided in Uniform Covenant 10.

UNOFFICIAL COPY

MULTISTATE CONDOMINIUM RIDER - SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISCS/CRIB**//0494/3140(0990) L PAGE 2 OF 2 Form 3140 9/90 Rev 8/91

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Condominium Rider.

F. Remedies. If Borrower does not pay Condominium dues and assessments when due, then Lender may sue Lender to Borrower for interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice 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 until Lender recovers all principal and interest due from Lender to Borrower, plus attorney's fees.

(iv) Any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(iii) Termination of professional management and assumption of self-management of the Owners Association, or

(ii) Any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender.

(i) The abandonment or termination of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

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:

AP# GOTTLI, A4260406 LN# 4260406