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COOK COUNTY, ILLINOIS
FILED RECORD

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1994 OCT -7 PM 2:30

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MORTGAGE

Loan No. 113169

THIS MORTGAGE ("Security Instrument") is given on **October 6, 1994**. The mortgagor is **ALTHA M. FORD, DIVORCED NOT REMARRIED**

DEPT-01 RECORDING 11:43:00
700012 TRAN 2033 03/02/95 10:53:00
43180 EB #95-146409
COOK COUNTY RECORDER

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

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **576 LINCOLN AVENUE, WINNETKA, ILLINOIS 60093**

("Lender"). Borrower owes Lender the principal sum of **Eighty Seven Thousand Four Hundred and no/100-----** Dollars (U.S. \$ **87,400.00**). 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 **November 1, 2024**. 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:

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

No record to Current Parcel 2, as to limited term as stated, shld be 4/91.

PIN 04-26-100-045
which has the address of **2020 CHESTNUT AVENUE, UNIT 307 GLENVIEW** (Street, City), Illinois **60028** ("Property Address") (Zip Code)

ILLINOIS Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/91 Amended 5/91
VMP MORTGAGE FORMS - 18001821-7231



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

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 attach to the Property; (b) yearly leasehold payments and assessments which may attach to the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sum payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premium. 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 law may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in a trust institution whose deposits are insured by a federal agency, instrumentally, 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 credit and debit 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 amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

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

4. Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property 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) consents 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. 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.

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5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, 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

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

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance 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 sum 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 sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum 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 sum 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 sum 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 sum secured by this Security Instrument whether or not the sum are then due.

If the Property is condemned 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 sum 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; Forfeiture By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sum 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 successor 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 sum secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor 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 sum 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; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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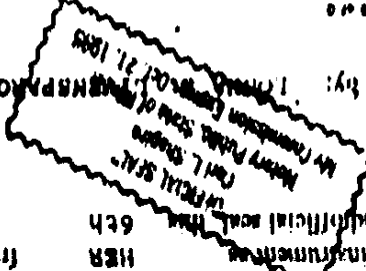
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This instrument was prepared by: *My Commission Expires:*



[Signature]
Notary Public
My Commission Expires 02/21/1995

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he is personally known to me to be the same person (or whose name) signed and delivered the said instrument, (given under my hand and official seal, this 6th day of October, 1994, free and voluntary act, for the uses and purposes therein set forth.

ALTHA M. FORD, DIVORCED NOT REMARRIED

County of _____ a Notary Public in and for said county and state do hereby certify

STATE OF ILLINOIS
Cory L. Shapfro

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

ALTHA M. FORD
(Seal) Borrower

(Seal) Borrower

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

- Adjustable Rate Rider
- Graduated Payment Rider
- Ballroom Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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))

RECORD AND RETURN TO: *W. CLICK WASH.*
NORTH SHORE MORTGAGE & FINANCIAL SERVICES, INC.
576 LINCOLN AVENUE
MINNETKA, ILLINOIS 60093

Property of Cook County Clerk's Office

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BOX 333-CTI

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ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

LCAN NO. 113169

PARCEL 1:

UNIT NUMBER 2020-307 IN VALLEY LO TOWERS I CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1A:

LOT 1 IN KROHN'S RESUBDIVISION NUMBER 2, BEING A RESUBDIVISION OF LOT 1 IN KROHN'S CHESTNUT AVENUE SUBDIVISION OF PARTS OF THE NORTHWEST 1/4 OF SECTION 26 AND THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1988 AS DOCUMENT 85071097 IN COOK COUNTY, ILLINOIS

PARCEL 1B:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1A CREATED BY GRANT DATED NOVEMBER 29, 1979 AND RECORDED DECEMBER 4, 1979 AS DOCUMENT NUMBER 25265846 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY: THE WESTERLY 10.0 FEET OF THE EASTERLY 50.0 FEET, BOTH AS MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE THEREOF, OF THAT PART OF LOT 2 IN KROHN'S CHESTNUT AVENUE SUBDIVISION OF PARTS OF THE NORTHWEST 1/4 OF SECTION 26 AND THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE MOST NORTHERLY NORTH LINE OF LOT 1 IN SAID KROHN'S CHESTNUT AVENUE SUBDIVISION AND LYING SOUTH OF A LINE 810.0 FEET AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2, ALL IN COOK COUNTY, ILLINOIS; ALSO: THAT PART OF LOT 2 IN KROHN'S CHESTNUT AVENUE SUBDIVISION OF PARTS OF THE NORTHWEST 1/4 OF SECTION 26 AND THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 2, BEING ALSO THE MOST NORTHERLY NORTH LINE OF LOT 1 IN SAID KROHN'S CHESTNUT AVENUE SUBDIVISION, WITH THE WESTERLY LINE OF THE EASTERLY 50.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE THEREOF, OF SAID LOT 2, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO A CORNER THEREOF; THENCE SOUTHERLY ALONG THE MOST SOUTHERLY EAST LINE OF SAID LOT 2, 550.0 FEET TO THE MOST SOUTHERLY SOUTH LINE OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2, 150.0 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 10.0 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 2, 140.0 FEET TO AN INTERSECTION WITH A LINE 10.0 FEET WEST OF AND PARALLEL WITH THE MOST SOUTHERLY EAST LINE OF SAID LOT 2; THENCE NORTHERLY ALONG SAID LAST DESCRIBED PARALLEL LINE 550.0 FEET TO AN INTERSECTION WITH A LINE 10.0 FEET NORTH OF AND PARALLEL WITH THE MOST NORTHERLY NORTH LINE OF SAID LOT 1; THENCE EASTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE TO AN INTERSECTION WITH THE WESTERLY LINE OF THE EASTERLY 50.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE THEREOF, OF SAID LOT 2; THENCE SOUTHERLY ALONG SAID LAST DESCRIBED LINE TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL 1C:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1A FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS (BUT SPECIFICALLY EXCLUDING ALL CONSTRUCTION

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ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

LOAN NO. 113169

VEHICLES AND EQUIPMENT) TO, FROM AND BETWEEN LOT 1 AND CHESTNUT AVENUE ACROSS AND UPON THAT PART OF LOT 2 SHOWN ON THE PLAT OF KROHN'S RESUBDIVISION NO. 2 AFORESAID, RECORDED JUNE 21, 1985 AS DOCUMENT 85071097 AS EASEMENT NO. 1C, IN COOK COUNTY, ILLINOIS

PARCEL 1D:

PERPETUAL NON-EXCLUSIVE RECIPROCAL EASEMENT FOR THE BENEFIT OF LOTS 1 AND 2 IN KROHN'S RESUBDIVISION NO. 2 FOR THE PURPOSE OF INSPECTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING AND REPLACING A SLURRY WALL, IN, THROUGH AND UNDER THAT PART OF LOTS 1 AND 2 AS SHOWN ON THE PLAT OF KROHN'S RESUBDIVISION NO. 2 AFORESAID, RECORDED JUNE 21, 1985 AS DOCUMENT 85071097 AS EASEMENT NO. 1D, IN COOK COUNTY, ILLINOIS

PARCEL 1E:

PERPETUAL NON-EXCLUSIVE RECIPROCAL EASEMENT FOR THE BENEFIT OF LOTS 1 AND 2 IN KROHN'S RESUBDIVISION NO. 2 FOR STORM WATER DETENTION AND FOR THE PURPOSES OF INSPECTING, INSTALLING, OPERATING AND MAINTAINING, REPAIRING STORM SEWER MAINS, DETENTION AREA AND APPURTENANCES THERETO AS SHOWN ON THE PLAT OF KROHN'S RESUBDIVISION NO. 2 AFORESAID, RECORDED JUNE 21, 1985 AS DOCUMENT 85071097 AS EASEMENT PARCEL 1E, IN COOK COUNTY, ILLINOIS

PARCEL 1F:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR LANDSCAPING CONSISTENT WITH THE LANDSCAPE PLAN FOR LOT 1 AS APPROVED BY THE VILLAGE OF GLENVIEW AND MAINTENANCE OF SUCH LANDSCAPING IN, OVER, THROUGH AND UNDER THAT PART OF LOT 2 SHOWN ON THE PLAT OF KROHN'S RESUBDIVISION NO. 2 AFORESAID, RECORDED JUNE 21, 1985 AS DOCUMENT 85071097 AS EASEMENT PARCEL 1F, IN COOK COUNTY, ILLINOIS

PARCEL 1G:

PERPETUAL NON-EXCLUSIVE EASEMENT, AS SHOWN ON THE PLAT OF VALLEY LO TOWERS RESUBDIVISION RECORDED FEBRUARY 27, 1986 AS DOCUMENT 86080222 AND AS AMENDED BY DOCUMENT NO. 86147616, RECORDED APRIL 16, 1986 IN FAVOR OF THE OWNERS OF LOT 1 IN KROHN'S RESUBDIVISION NO. 2 THEIR SUCCESSORS, ASSIGNS, TENANTS, GUESTS AND INVITEES, FOR PEDESTRIAN ACCESS, INGRESS AND EGRESS TO, FROM AND BETWEEN LOT 1 AND THE RECREATION FACILITIES, ALL OF WHICH WILL BE CONTIGUOUS TO ONE ANOTHER, BEING: ONE SWIMMING POOL; ONE TENNIS COURT; ONE RECREATIONAL BUILDING TO BE LOCATED NEAR OR ADJACENT TO SUCH SWIMMING POOL AND TENNIS COURT AND ANY OTHER RECREATIONAL FACILITY OR AMENITY WHICH MAY BE CONSTRUCTED IN ADDITION TO THE FOREGOING, AND THE USE AND ENJOYMENT OF SUCH RECREATIONAL FACILITIES, SUCH EASEMENT TO BE IN, OVER, UPON AND THROUGH SUCH REASONABLE PEDESTRIAN MEANS OF ACCESS OF LOT 2, EXCEPT THOSE PARTS THEREOF IDENTIFIED ON THE PLAT OF THE AFORESAID RESUBDIVISION AS N. E. A "A" AND "N. E. A. ' B' "

WHICH SURVEY IS ATTACHED TO EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 93504723, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF 47' , A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 93504723.

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Property of Cook County Clerk's Office

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Loan No. 113169

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 6th day of October, 1994, 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 SERVICES, INC.

(the "Lender")

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

2020 CHESTNUT AVENUE, UNIT 307, GLENVIEW, ILLINOIS 60025

(Property Address)

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

VALLEY LO TOWERS I

(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.

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3140 8/90

Page 1 of 2

8 (8108)

VMP MORTGAGE FORMS • (313)283-8100 • (800)821-7281

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Property of Cook County Clerk

 (Seal) -Borrower

 (Seal) -Borrower

 (Seal) -Borrower

 (Seal) -Borrower

 (Seal) -Borrower

ALVIN M. FORD

X
M. Ford

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

Lender to Borrower requesting payment.

hear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall

F. **Retention.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay maintained by the Owners Association unacceptable to Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage Association; or

(iii) termination of professional management and assumption of self-management of the Owners benefit of Lender;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express taking by condemnation or eminent domain;

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a written consent, either partition or subdivide the Property or consent to:

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.

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

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

Loan #: 113169

THIS ADJUSTABLE RATE RIDER is made this 6th day of October, 1994, 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 the Borrower's Adjustable Rate Note (the "Note") to

NORTH SHORE MORTGAGE & FINANCIAL SERVICES, INC.
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2020 CHESTNUT AVENUE, UNIT 307, GLENVIEW, ILLINOIS 60025
(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 7.750%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November, 1999, and on that day 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.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and one half percentage point(s) (2.500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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 at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.750% or less than 4.750%. Thereafter, my interest rate will 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 never be greater than 13.750%. My interest rate will never be less than 2.500%.

(E) Effective Date 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 monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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Form 3111 2/88

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Property of Cook County Clerk's Office

95145409

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 (Seal) Borrower

 (Seal) Borrower

 (Seal) Borrower

 (Seal) Borrower

ALTHA H. FORD

X *Altha H. Ford*

Kate Rider

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

Instrument with out further notice or demand on Borrower.

These sums prior to the expiration of this period, Lender may invoke any remedial permitted by this Security Instrument which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or acceleration. Lender shall give Borrower notice of acceleration. Lender shall give Borrower notice of acceleration. Lender shall give Borrower notice of acceleration.

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 may also 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.

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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