Prepared by:

Susan Clark

95220145

And when recorded mail to: Old Kent Mortgage Company Secondary Marketing Operations Final Documentation P.O. Box 204 Grand Rapids, MI 49501-0204

DEPT-01 PECORDING \$23.00 T#0012 TRAN 3372 03/31/95 15:07:00 #381 # JM - *--95--220 145

COOK COUNTY RECORDER

CORPORATION ASSIGNMENT OF REAL ESTATE HORTGAGE

FOR VALUE RECEIVED, the indersigned hereby grants, assigns and transfers to OLD KENT MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS all the rights, title and interest of undersigned in and to that cortain Real Estate Mortgage dated March 29, 199 executed by Paul a Brown and Kathleen L Brown to PACOR NORMOGOGO CORPORATION a corporation to PACOR NORTOWOOD CORPORATION organized under the laws of the STATE OF ILLINOIS and whose principal place of business CHICAGO, ILLINOIS 60655 and recorded in Liber is 3001 WEST 111TH STREET, Sta.
Of County Contract
red County Records. State of ILLINOIS described hereinafter as page(s) LaSalle Mortgage Group follows:

95220144

TOGETHER with the note or notes therein described or referred to the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS COUNTY OF COOK On Man 29 199 before me, the undersigned, A Notary Public in and for said County and State, personally appeared RANDALL A. PAPP, known to me to be the PRESIDENT and RANDALL A. PAPP, known to me to be PRESIDENT of the corporation herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was

signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

Groce BY: RANDALL A. PATE TRESIDENT ITS:

BY:

ITS:

NOTARY SEAL

War.

3-24-96

Notary Public My Commission Expires

County,

CAL SEAL SUSAN R CLARK RY PUBLIC STATE OF ILLINOIS MISSION F.P. MAR 24,19%

BOX 333-CTI

95220145

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Property of Cook County Clerk's Office

STREET ADDRESS: 411 W ONTARIO STREET #525

CETY: CHICAGO COUNTY: COOK

TAX NUMBER: 17-09-500-022-0000

LEGAL DESCRIPTION:

PARCEL 1: UNIT NUMBER 525 IN ONTARIO STREET LOPTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF BLOCK 4 IN ASSESSOR'S DIVISION OF THE KINGSBURY TRACT IN EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9 TOWNSHIP 39 NORTH, PANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94829470, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN EREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF P-94, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURDLY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 94829470.

Property of Cook County Clerk's Office

UNIT 503 AND THE EXCLUSIVE USE OF PARKING SPACE P-12 AND STORAGE SPACE 55-8 IN THE ARBORS OF MORTON GROVE ACCORDING TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS, EASEMENTS, RESTRICTIONS AND COVENANTS RECORDED AS DOCUMENT 95069578 AND RE RECORDED AS DOCUMENT NO. 95076039 DESCRIBED AS FOLLOWS: THAT PART OF THE HORTHWEST QUARTER (1/4) OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) THENCE NORTH 00 DEGREES 33 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF SAID WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) A DISTANCE OF 330.82 FEET FOR A POINT OF BEGINNING: THENCE CONTINUING NORTH OO DEGREES 33 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) A DISTANCE OF 240.27 FEET TO A POINT OF INTERSECTION GENERATED BY THE SAID EAST LINE OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) WITH THE SOUTH LINE OF LINCOLN AVENUE (SAID TAKE ALSO BEING THE NORTH LINE OF LOTS 1 TO 4, BOTH INCLUSIVE IN THE SUBDIVISION OF THE WEST 264.00 FEET OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 20 AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 30, 1920 IN BOOK 159 PAGE 40 AS DOCUMENT #69004601; THENCE SOUTH 86 DEGREES 58 42 SECONDS WEST ON A LINE WHICH IS THE WESTERLY MINUTES PROLONGATION OF THE SOUTH LINE OF SAID LINCOLN AVENUE, A DISTANCE OF 48.85 FEET TO A POINT ON A LINE 33.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF LINCOLN AVENUE AS EXTENDED FROM THE NORTHWEST (SAID LINE ALSO BEING THE SOUTHEASTERLY PROLONGATION OF THE MOST NORTHERLY LINE OF OUTLOT "A" IN BAXTER LABORATORIES CONSOLIDATION AS PER PLAT THEREOF RECORDED AS DOCUMENT #14042019) THENCE NORTH 68 DEGREES 45 MINUTES JS SECONDS WEST ALONG THE SOUTHEASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID OUTLOT "A" A DISTANCE OF 130.84 FEET TO A POINT: THENCE SOUTH 03 DEGREES 47 MINUTES 07 SECONDS WEST A DISTANCE OF 279.06 FLET TO A POINT 186.90 FEET WESTERLY OF THE POINT OF BEGINNING; THENCS SOUTH 87 DEGREES 58 MINUTES 17 SECONDS EAST OF A DISTANCE OF 186.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, CONTAINING (5317.69 SQUARE FEET OF LAND MORE OR LESS.

ALSO: RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION.

Property of Cook County Clerk's Office

5220233

Loan No: 08100089 Data ID: 473

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had secured; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the caris secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to rei state shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") inal collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given witten notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower soull not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazaidous 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 Sugnance 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 flan mable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formalcebide, 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:

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.

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form 3014 u/80

(Printed Name)	My commission expires: My Commission Expres:	
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LAURIE BRECMAN. BOTTOWOT	Clert	
JOET G. DICKMAN-Bottower		
BY 30)MING BILLOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and it, any rider(s) executed by Borrower and recorded with it.		
Development Rider Biweekly Payment Rider	Adjustable Rate Rider 🔀 Condominium Graduated Payment Rider 🔲 Planned Unit Balloon Rider 🦾 Rate Improve	
of homestead exemption in the Property. ore riders are executed by Borrower and recorded together feach such rider shall be incorporated into and shall amend	Instrument without charge to Borrower. Borrower shall pay a	

Data ID: 473

UNOFFICIAL COPY

Loan No: 08100089

Borrower: JOEL G. DICKMAN

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 27th day of March, 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

FIRST ALLIANCE MORTGAGE CORPORATION

(the "Lender")

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

6211 LINCOLN AVENUE, #503, MORTON GROVE, ILLINOIS 60053

[Property Address]

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

ARBORS OF MORTON GROVE

[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 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 melatains, 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 haza dissurance 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 exercise 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.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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Form 3140 09/90

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LAURIE BRECMAN -BOTTOWOR	OFF.CO
JCEL G. DICKMAN BOHOWER	

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

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.