96745027

Loan No. 0290027116

	ove This Line For Recording Data)	1/150
THIS MORTGAGE ("Security Instrument") is g		
The mortgagor is HIDEN L JONES, A SINGLE WO	MAN	<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>
("Borrower"). This Security Incoment is given to	COLE TAYLOR BANK	
which is organized and existing under the laws of	THE STATE OF ILLINOIS	
and whose address is 5501 V/2ST 79TH STREE	T BURBANK, ILLINOIS 00459-	("Lender").
Borrower owes Lender the principal sum of Ninety	Nine Thousand Seven Hundred and 00/100	
Dollars (U.S. \$99,700,00).	This debt is evidenced by Borrower's note dated	I the same date as this
Security Instrument ("Note"), which provide: for ino	nthly payments, with the full debt, if not paid earlie	r, due and payable on
OCTOBER 1, 2026	. This Security Instrument secures to Ler	nder: (a) the repayment
of the debt evidenced by the Note, with interest, and	d ill renewals, extensions and modifications of the	Note; (b) the payment
of all other sums, with interest, advanced under pa	area aph 7 to protect the security of this Security	Instrument; and (c) the
performance of Borrower's covenants and agreen	nents under this Security Instrument and the No	ote. For this purpose,
Borrower does hereby mortgage, grant and convey	to Lendor the following described property locate	ed in
COOK	County, Minois:	
LEGAL DESCRIPTION SEE ATTACHED PIN: 17-10-4	101-011	
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	Cotto	Si. Co
		Sico .
which has the address of 195 N. HARBOR DR.#530		S. Co
which has the address of <u>195 N. HARBOR DR.# 53*</u> Stree Dinois 60601 - ("Proper	07 , CHICAGO	

PERMIT CONTROL OF THE STATE OF

Loan No

0290027118

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold per ments or ground tents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (l) 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." Lendor may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a tender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sais a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or a any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits. Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency 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; Liens. Borrower shall pay all taxes, assessments, charges, lines 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)

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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 clauso. 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 carner and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lenger 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 instrument allect 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 lettered 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 Troperty; Borrower's Loan Application; Lesseholds. 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 B rrovier'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 it lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by his 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 for intuitive 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 meterially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) is connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupativy 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 Lander's Rights in the Property. If Borrower tails to perform the coverants 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 requiations), 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

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Service

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 is not available, Borrower shall pay to Lender each month a sum equal to 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 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 equirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lander or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice as incline of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with may 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 1 ender 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 Lander 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 processes 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 Walver. 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 (or payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand muce 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-eigners. 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 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

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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.

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 severacle.

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 the sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument withou, further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' files; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstalement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result to a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicat le 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.

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

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

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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 ashestos 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 lutther 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 many 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' less and costs of title evidence.
- 22. Release. Upon rayment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 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.

Instrument.		
(Check applicable box(es))	\mathcal{I}_{\sim}	
Adjustable Rate Rider	💹 Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Hame Rider
Other(s) [specify]		
	its and agrees to the terms and covi nants cor	ntained in this Security Instrument
and in any rider(s) executed by Borrower and	d recorded with it.	
Witnesses:		2
	- Bolin X	(Seal)
	ROBIN L JONES	-Borrower
		(Seal)
		-Borrower
	المائمة والمتلفظية الكورانات والمورانات والمورونات والمسيرات والمورون والمورون والمورون والمورون	-Borrower
		C
		(Seal)



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Borrower

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UNOFFICIAL COPY

STATE OF ILLINOIS, COOK	County se:		
hereby certify that ROBIN L JONES, A SINGLE WOMA	a Notary Public in and for said county and state, do		
	ose name(s) is/are subscribed to the foregoing instrument, appeared to the foregoing instrument as his/her in set forth.		
Given under my hand and official seal, this 30114	day of SEPTEMBER, 1996		
My CAmmusion expires:	Known M. Wingar.		
This instrainent was prepared by: IV has keen ded COLE TAYLOR BANK 5501 WEST 78TH STREET BURBANK, ILLINOIS 60459-	Notary Public		
	Office Co		

initials

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PARCEL 1:

HUNIT <u>5307</u> IN THE PARKSHORE CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE POLLOWING DESCRIBED PARCEL OF REAL ESTATE:

* THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERCHAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF PARCEL "A" AS LOCATED AND DEFINED IN THE PLAT OF "LAKE FRONT PLAZA" SUBDIVISION (BEING A SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 30, 1962 AS DOCUMENT NUMBER 18461961) AND RUNNING THENCE NORTH ALONG A MORTHWARD EXTENSION OF THE EAST LINE OF SAID PARCEL "A" (SAID NORTHWARD EXTENSION BEING ALSO THE WEST LINE OF A STRIP OF LAND, 66.00 FRET WIDE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY PLAT OF DEDICATION RECORDED IN SAID RECORDER'S OFFICE ON MARCH 14, 1979 AS DOCUMENT NUMBER 24879730) A DISTANCE OF 176.195 FEET; THENCE FAST ANALIA LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 235.083 FEET TO THE POINT OF BEGINNING AT THE NORTH WEST CORNER OF THE HEREINAFTER DESCRIBED PARCEL OF LAND: THENCE CONTINUING ALONG THE LAST DESCRIBED PERPENDICULAR LINE A DISTANCE OF 189,959 FRET TO AN INTERSECTION WITH THE WESTERLY LINE OF NORTH LAKE GHORE DRIVE, AS SAID NORTH LAKE CHORE DRIVE WAS DELICATED BY AN INSTRUMENT RECORDED IN THE RECORDER'S OFFICE ON MARCH 14, 1979 AS DOCUMENT NUMBEL 24879733; THENCE SOUTHWARDLY ALONG SAID WEST LINE OF NORTH LAKE SHORE DRIVE, A DISTANCE OF 146.790 FEET; THENCE CONTINUENG SOUTHWARDLY ALONG SAID WEST LINE OF MORTH LAKE SHORE DRIVE, SAID WEST LINE BEING HERE AN ARC OF A CIRCLE, CONCAVE WESTERLY AND HAVING A RADIUS OF 2854.789 FEST, AN ARC DISTANCE OF 85.093 FEST TO THE MORTH EAST CORNER OF BLOCK 2 OF HARBOR POINT UNIT 1 / SUBDIVISION RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 13, 1974 AS DOCUMENT NUMBER 22935/19; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 169,878 FEET TO AN INTERSECTION WITH A LINE WHICH IS 235,083 FEET EAST OF AND FARALLEL WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A" IN "LAKE FRONT PLAZA" BUBDIVISION APPRESAID: THENCE MORTH WANG THE LAST DESCRIBED PARALLEL LINE (SAID PARALLEL LINE BEING PERPENDICULAR TO SAID NORTH LINE OF BLOCK 2 IN HARBOR POINT UNIT NUMBER 1) A DISTANCE OF 231.00 FEET TO THE POINT OF SIGHMING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF COLDOLUNIUM RECORDED 6/27/95 AU DOCUMENT NUMBER 95414356, TOGETHER WITH IS UNDIVIDED PERCEPTAGE INTEREST IN THE COMMON ELEMENTS.

TAS AMENDED FROM TIME TO TIME,

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EAGEMENT FOR THE BENEFIT OF PARCEL LAS CREATED BY AMENDED AND RESTATED GRANT OF EAGEMENTS DATED AUGUST 29, 1989 AND RECORDED SEPTEMBER L, 1989 AS DOCUMENT 99410952 BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBEE L, 1979 AND KNOWN AS TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1979 AND KNOWN AS TRUST NUMBER 46068 AND AMERICAN NATIONAL BANK AND INSET COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST RUST AGREEMENT DATED DECEMBER L, 1982 AND KNOWN AS TRUST NUMBER 56375 SOLELY FOR VPHICULAR ACCESS AND PEDESTRIAN ACCESS OVER EXISTING RAMPS AND ADJACENT AREAS AND ANY REPLACEMENTS OF THOSE EXISTING RAMPS AND OVER SUCH PORTIONS OF EXISTING DRIVEWAY AS FURTHER DELINEATED ON EXHIBIT C OF SAID DOCUMENT CREATING SAID EASEMENT.

PARCEL 3:

A PERPETUAL NON EXCLUSIVE EAGEMENT FOR THE BENEFIT OF PARCEL I SOLELY FOR UTILITY PURPOSES, VEHICULAR ACCESS AND PEDESTRIAN ACCESS INCIDENTAL TO THE USE OF PARCEL I PURSUANT TO THE TERMS, CONDITIONS AND RESERVATIONS CONTAINED IN THE AMENDED AND RESTATED GRANT OF EASEMENTS DATED AUGUST 29, 1989 AND RECORDED ON SEPTEMBER 1, 1989 AS DOCUMENT NUMBER 89410952 OVER AND UPON THE FOLLOWING DESCRIBED PROFERTY:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PART OF SAID LANDS BEING A PARCEL COMPRISED OF THE LAND, PROPERTY AND SPACE LYING BELOW AND EXTENDING COUNTY DOWNWARD FORM A HORIZONTAL PLANE HAVING AN ELEVATION OF 20.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH OF SAID PARCEL WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF PARCEL "A" IN "HE PLAT OF "LAKE FRONT PLAXA" SUBDIVISION (BEING A SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE BOTH DAY OF APRIL 1962, IN BOOK 615 OF PLATS OF PAGES 4 TO 9, INCLUSIVE, AS DOCUMENT NUMBER 18461961), AND RUNNING THENCE NORTH ALONG THE NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", (SAID NORTHWARD EXTENSION BEING ALSO THE WEST LINE OF A STRIP OF LAND, 66.00 FEET

SHOE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY PLAT OF DEDICATION RECORDED IN SAID RECORDER'S OFFICE ON THE 14TH DAY OF MARCH, 1979 AS DOCUMENT MUMBER 24879730), A DISTANCE OF 176.195 FEET; THENCE EASTWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING OF SAID PARCEL OF LAND, THENCE MORTHWARDLY ALONG A LINE WHICH IS 66 FEET EAST OF AND PARALLEL WITH SAID MORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE EASTWARD ALONG A LINE PERPENDICULAR TO SAID MORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", A DISTAIRS OF 322.16 FEET; THERE SOUTHWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 30.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 231.00 FEET, MEASURED PERPENDICULARLY, NORTH OF AND PARALLEL TO THE MORTH LINE OF BLOCK 2 IN HARBOR POINT UNIT NUMBER 1, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 31, 1974 AS DOCUMENT NUMBER 22935649; THENCE WESTWARDLY ALONS A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 322.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, HAINOIS.

PARCHI-1:

THE EMITING OF PARKING SPACE -A-DEMENTO COMMON PROMENT AS DELEMBATED ON THE SURVEY ATTACHED TO THE DECLARATION APORESAID, RECORDED AC OXIDERY NUMBER

PARCEL 4:

VALET PARKING RIGH. FOR 4 PARSENGER VEHICLE (S) AS CREATED BY AND DESCRIBED IN THE DECLARATION AFORESATO RECORDED AS DOCUMENT NUMBER 45 444-354.

THE MORTGAGOR ALGO HEREBY CRANTS TO THE MORTGAGER, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF CAID BUILD SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVEMANTS, RESTRICTIONS AND RESERVATIONS E A. IN. COUNTY CONTROL OF THE CONTROL OF THE COUNTY COUNT CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF CAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HERE N.

PART OF 17-10-401-011 195 N. HARBOR DRIVE CRICAGO, ILLANDIS 60601

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Property of Cook County Clerk's Office

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CONDOMINIUM RIDER

Loan No.

0290027116

JONES

THIS CONDOMINIUM RIDER is made this 30TH day of SEPTEMBER, 1996
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 COLE TAYLOR BANK
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
195 N. HARBOR DR. # 5307, CHICAGO, ILLINOIS 60601-
(Property Address)
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium
project known as:
PARKSHORE
[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 properly for the benefit or use of its members or shareholders, the Property also include: Sorrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COYENANTS. 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 Condomini im Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly par, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- So long as the Owners Association maintains, with a generally accepted B. Hazard Insurance. 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 of 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 shall take such actions as may be reasonable to insure that the C. Public Liability Insurance. Owners Association maintains a public liability insurance policy acceptable in form, and extent of coverage to Lender.
- The proceeds of any award or claim for damages, direct or consequential, payable D. Condemnation. to Borrower in connection with any condemnation or other taking of all or any part of the Properly, 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 9.
- Borrower shall not, except after notice to Lender and with Lender's prior E. Lender's Prior Consent. written consent, either partition or subdivide the Property or consent to:

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT GFS Form G000354(5F29)

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Property of Cook County Clerk's Office

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Loan No. 0290027116

(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.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Socurity 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.

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

(Seal)

-Borrower

-Borrower

ROBIN L. JONES	(Seal) -Borrower
	(Seal) -Borrower
	(Seal) -Borrower
	(Seal) -Borrower
- '\s\cdot\)	(Seal) -Borrower
<u> </u>	-Borrower

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