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RECORD AND RETURN TO:
PRISM MORTGAGE COMPANY

350 WEST HUBBARD-SUITE 222
CHICAGO, ILLINOIS 60610

Prepared by:
RANDI COHEN
CHICAGO, IL 60610

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MORTGAGE

ATTORNEY'S NATIONAL
TITLE INSURANCE, INC.

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 30, 1997** . The mortgagor is
KIRK RIEGLE, AN UNMARRIED PERSON

(*Borrower"). This Security Instrument is given to
PRISM MORTGAGE COMPANY

which is organized and existing under the laws of **THE STATE OF ILLINOIS** , and whose
address is **350 WEST HUBBARD-SUITE 222**
CHICAGO, ILLINOIS 60610 (*Lender"). Borrower owes Lender the principal sum of
NINETY ONE THOUSAND TWO HUNDRED AND 00/100

Dollars (U.S. \$ **91,200.00**).

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 **OCTOBER 1, 2027** .
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:
UNIT NUMBER 23M IN 5100 MARINE DRIVE CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 15 AND SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

14-08-403-028-1253

Parcel ID #:

which has the address of **5100 NORTH MARINE DRIVE-UNIT 23M , CHICAGO** [Street, City].
Illinois 60640 [Zip Code] ("Property Address");

ILLINOIS-Surety Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 8/98
BRNL 3608

[Street, City].

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Form 3014 9/90

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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 replacements and additions shall also be covered by this Security.

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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 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 sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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6. Mortgagor's insurance coverage. If Lender re-purposed mortgaged insurance as a collateral of making the loan secured by this Security instrument, Borrower shall pay the premium fees required to maintain the mortgage insurance in effect. If, for any reason, the insurance coverage lapses or ceases to be in effect, Borrower shall pay the premiums required to

Any documents delivered by Borrower under this paragraph 7 shall become a valid and legal debt of Borrower secured by this security instrument, until it is paid in full.

7. Protection of Leader'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 Leader's rights in the Property (such as a proceeding in bankruptcy, probate, etc.), cause emanating from or relating to enforceable laws or regulations), then Lender may do and pay for whatever is necessary to protect his interest in the Property and Leader's rights in the Property (such as a sale of the Property or suits secured by a lis which has priority over this Security Instrument, appearing in court, paying reasonable attorney fees and costs in or to make repairs. Although Leader may take action under this paragraph, Lender does not have to do so.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence for within sixty days after the execution of this Security Instrument and until completion of the Property; Borrower's loan application; leasehold, the date of occupancy, unless Lender (hereinafter referred to as "Lender") occupies the Property as Borrower's principal residence for at least one year after the execution of 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 in the Property. Borrower shall be in default if any portion of the Property, or otherwise misappropriated, whether Lender is in default created by this instrument or otherwise, or if Lender fails to defend or prosecute, or if Lender fails to pay any judgment against Lender resulting from any action or proceeding taken by Lender to enforce any provision of this instrument, or if Lender fails to pay any costs, expenses, attorney fees, or other expenses incurred by Lender in connection with any action or proceeding taken by Lender to enforce any provision of this instrument, or if Lender fails to pay any taxes, assessments, or other charges levied against Lender by any governmental authority, or if Lender fails to pay any amount due under any other agreement between Lender and Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damage, if the restoration or repair is economically feasible and Lender's security is not breached. If the restoration or repair is not economically feasible or Lender's security would be breached, the insurance proceeds shall be applied to the restoration or repair of the property prior to the acquisition of the insurance proceeds by Lender to the extent of the amount secured by this Security interest.

So will have the right to hold the pictures and renewals. If Leader requires, Borrower shall promptly give to the insurance carrier and Leader paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Leader.

option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

that Lender's requirements. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable without cause.

5. Hazard or Property Insurability. Barronver 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 maineained in the amounts, and for the periods, required by the lender.

This Security Instrument, Lender: [REDACTED] may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one of more of the actions set forth above within 10 days of the giving of notice.

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable boxes)

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:

KIRK RIEGLE

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS, COOK

I, the undersigned
that

KIRK RIEGLE, AN UNMARRIED PERSON

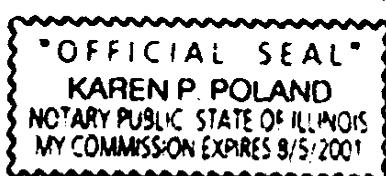
County ss:

, a Notary Public in and for said county and state do hereby certify

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 20th day of September, 1997.

My Commission Expires:

Karen P. Poland
Notary Public



Form 3014 9/90

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Page 6 of 6

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

Al 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 flammables or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, halogenated solvents 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.

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

70. 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 shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentence shall not apply to the presence, use, or storage of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

19. Sale of Note: Change of Loan Service. The Note or a partial balance in the Note (together with this Security instrument) may be sold one or more times with your prior notice to Borrower. A sale may result in a change in the entity (borrower) holding the Note and this Security instrument. There also may be one as the "Loan Servicer," their collector monthly payments due under a Note and this Security instrument. There also may be one or more changes of the Loan Servicer under a Note and this Security instrument. If there is a change in the Note or the Note and this Security instrument, the service will be made by the new Note and this Security instrument. The service will be made by the new Note and this Security instrument.

18. Borrower's Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to have enforceable certain instruments prior to the earlier of (a) 5 days (or such other period as applicable law may specify) after retitling this Security Instrument. Those conditions are that Borrower has paid all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred; (c) pays all other costs of any action or proceeding to accelerate; (d) takes such action as Leader may reasonably require to sell the security instrument, or (e) timely pay all amounts due under this Security Instrument. These conditions are that Borrower: (a) pays all expenses incurred in accelerating this Security Instrument, (b) pays all amounts due under this Security Instrument, and (c) negotiates with Leader to settle all amounts due under this Security Instrument.

If Leader exercises his option, Leader 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 same prior to the expiration of this period, Leader may invoke any remedies permitted by this Security Instrument.

Se o seu caso é de menor complexidade, faça a sua parte da negociação e deixe o seu parceiro com o seu advogado.

16. Borrower's Copy. Borrower shall be given one contemporaneous 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 the
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
loan.

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15. Governing Law; Severability. This Security Instrument shall be governed by and the law of the State or territory in which the Lender's address is located. 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.

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RIDER - LEGAL DESCRIPTION

UNIT NUMBER 23M IN 5100 MARINE DRIVE CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 15 AND 16 IN WHITE GALT AND PROUDFOOT'S SUBDIVISION OF BLOCK 4 IN ARGYLE IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ACCRETION TO LOT 16 AFORESAID LYING WESTERLY OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS ESTABLISHED BY PLAT RECORDED MARCH 31, 1908 AS DOCUMENT NUMBER 4179863 PURSUANT TO DEGREE ENTERED JULY 18, 1907 IN CASE NUMBER 280120 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25203727, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30TH day of SEPTEMBER, 1997, 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
PRISM MORTGAGE COMPANY

(the "Lender")

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

5100 NORTH MARINE DRIVE-UNIT 23M, CHICAGO, ILLINOIS 60640
(Property Address)

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

5100 MARINE DRIVE

(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 9/90

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Page 1 of 2

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Form 3140 G/90
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Page 2 of 2

000-8-3100101

Borrower _____
(Seal)

Borrower _____
(Seal)

Borrower _____
(Seal)

Borrower _____
(Seal)

KIRK RIBBLE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conditional 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 or the unit or of the common elements, or for any convenience 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 Right Covenant. 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 Conditional Project, except for abandonment or termination required by law in the case of substantial diminution 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 Conditional Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owner's Association, or any action which would have the effect of rendering the public liability insurance coverage maintained; or the Owner's Association unacceptable to Lender.

F. Remedies. If Borrower does not pay Conditional dues and assessments when due, then Lender may pay them. Any amounts discharged by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument unless Borrower agrees to other terms of payment, these amounts shall accrue interest from the date of discharge at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

G. Remedies. If Borrower does not pay Conditional dues and assessments when due, then Lender may pay them. Any amounts discharged by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument unless Borrower agrees to other terms of payment, these amounts shall accrue interest from the date of discharge at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.