WHEN RECOPDED MAIL TO:

COUNTRYWIDE HOME LOAMS, INC.
MSN SV-79 / DOCUMENT CONTROL DEPT.
P O BOX 10266

VAN NUYS, CALIFORNIA 91410-0266

LOAN # 2187629

ESCHOW/CLOSING # FALA# 19010

SPACE ABOVE FOR RECORDERS USE

Prepared by: R. GARCIA COUNTRYWIDE HOME LOANS, INC. 2920 N. ASHLAND AVE CHICAGO, IL 60657-4004

MORTGAGE

(Line of Credit)

residing at

195 NORTH HARBOR DRIVE #2001, CHICAGO, IL 60601-

the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "wo" or "us" and COUNTRYWIDE HOME LOANS, INC.

with an address at

155 NORTH LAKE AVENUE, PASADENA, CA 91109

and hereinafter referred to as "you" or the "Mortgagee."

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to you the premises located at: 195 NORTH HARBOR DRIVE #2001, CHICAGO

b/V.

Street, Municipality

COOK

Illinois 60601 -

(the "Premises").

County

Z

.

Initials:

LOAN #: 2187629

and further described as:
SEE ATTACHED LEGAL DESCRIPTION

PIN #17-10-401-014-1253

Parcel ID #:

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

LOAN: The Mortgage will secure your bar in the principal amount of \$27,900.00 advanced and readvanced from time to time to DAVID A. HOAG

or so much thereof as may be

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated November 26, 1997 plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any arrounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note ries be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

BORROWER'S IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our

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LOAN #: 2187629

behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

- (d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.
- (e) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.
- (f) OUR A ITHORITY TO YOU: If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will for cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.
- (g) PRIOR MORTGAGE: If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 01/30/96 and given by us to COUNTRYWIDE HOME LOANS, INC.

 as mortgagee, in the original amount of \$ 162,000.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall not our obligations under the Prior Mortgage as and when required under the Prior Mortgage.
- (h) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone case to do, anything affecting the Premises that is in violation of any Environmental Law. The first sentence of this paragraph shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to or appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, keroseric, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the juris diction where the Premises are located that relate to health, safety or environmental protection.
- (i) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.
 - (i) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or properly obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with

Initials: CAV

LOAN #: 2187629

applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, here and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, fur legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

COUNTRYWIDE HOME LOANS, INC.

155 NORTH LAKE AVENUE, PASADENA, CA 91109

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us and shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage will out losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall now all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with Sections 9-313 and 9-402 of the Uniform Commercial Code.



LOAN #: 2187629

THIS MORTGAGE has been signed by	cach of us under seal on the date first above written.	
Scaled and delivered in the presence of:		
WITNESS:	Mongagor: DAVID A. HOAG	(SEAL)
	Mortgagor:	(SEAL)
		(SEAL)
	Mortgage:	(SEAL)
, STATE OF ILLINOIS,	COCK County ss:	
1. Sho unchoice Downer H. Therey		
subscribed to the foregoing instrument, a signed and delivered the said instrument Given under my hand and official sea	personally known to me a be the same person(s) appeared before me this day in person, and acknowledged that he as free and voluntary act, for the uses and purposes therein set forth. al, this day of	whose name(s)
subscribed to the foregoing instrument, a signed and delivered the said instrument Given under my hand and official sea My Commission Expires:	101 2011, 12 / 10	
This Instrument was prepared by:	OFFICIAL SEAL OFFICIAL SEAL DAWN D GIBBS DAWN D GIBBS NOTARY PUBLIC, STATE OF IL. INDIR NOTARY PUBLIC, STATE OF IL. INDIR NOTARY COMMISSION EXTRESION (1971)	

97932994

WHEN RECORDED MAIL TO:
COUNTRYWIDE HOME LOANS INC.
MSN SV-79 / DOCUMENT
CONTROL DEPT.

P.O. BOX 10266 VAN NUYS, CA 91410-0266

LOAN #: 2187629

ESCROW/CLOSING #:

FALA# 19010

SPACE ABOVE FOR RECORDERS USE

Prepared by: R. GARCIA

COUNTRYWIDE HOME LOANS, INC.

2920 N. ASHLAND AVE

CHICAGO

1 50657-4004

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 26th day of November, 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

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

-8U (9608) CHL (11/96)

VMP MORTGAGE FORMS - (800)521-7291





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LOAN #: 2187629

(the "Borrower") to secure Borrower's Note to

COUNTRYWIDE HOME LOANS, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

195 NORTH HARBOR DRIVE #2001

CHICAGO 11, 50601-

[Property Address]

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

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 another, 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

Form 3140, 9/90

LOAN #: 2187629

(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 Borrover are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in

form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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 of eminent domain;

(ii) any amendment to any provision of the Constituent Cocuments 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 mability 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 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.

Form 3160, 9/90 initials:

Property or Coot County Clert's Office

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LOAN #: 2187629		
BY SIGNING BELOW, Borrow	er accepts and agrees to the terms a	and provisions contained in
DAVID A. H	10AG	(Scal) - Borrower
Dor		(Scal) Borrower
	**************************************	(Scal) Borrower
	JANA CI	(Scal) Borrower
ISpace B	Below This Line Reserved for Acknowledgment)	5/
	4	TŚ
-8U (9808) CHL (11/96)	Page 4 of 4	Corm 3140 9/90

Legal Description

Parcel 1:

Unit 2001 in the ParkShore Condominium as delineated and defined on the Plat of Survey of the following described parcel of real estate:

That part of the lands lying East of and adjoining Fort Deerborn 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 Meridian, in Cook County, Illinois, bounded and described as follows: cournencing at the North East corner of Parcel "At 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 Northward extension of the East line of said Parcel "A" (said Northward extension being also the West line of a strip of land, 66,00 feet 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 feat thence East along a line perpendicular to the last described course a distance of 235.083 feet to the point of deglining 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 feet to an intersection with the Westerly line of North Lake Shore Drive, landed North Lake Shore Drive was dedicated by an instrument recorded in the Recorder's Office on March 14, 1979 to Document Number 24879733; thence Southwardly along said West line of North Lake Shore Drive, a distance of 144,790 feet; thence continuing Southwardly along said West line of North Lake Shore Drive. said West line being here a are of a circle, concave Westerly and having a radius of 2854,789 feet, an are distance of 85,093 feet to the North East corner of Block 2 of Harbor Point Unit 1, a Subdivision recorded in said Recorder's Office on December 13, 1974 as Document Number 22935649; 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 fort East of and parallel with the Northward extension of the East line of Parcel "A" in "Lake Front Plaza" Subdivision aforesaid; thence North along 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 onhe point of beginning, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium recorded June 27, 1995, as Document Number 95414356. together with its undivided percentage interest in the Common Elements.

Parcel_2:

Perpetual and non-exclusive easement for ... henefit of Parcel 1 as created by Amended and Restated Grams of Easements dated August 29, 1989 and recorded September 1, 1/69 as Document 89410952 by and among American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated November 1, 1985 and known as Trust Number 65812. American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 28, 1979 and known as Trust Number 46961 and American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated December 1, 1982 and known as Trust Number 56375 solely for vehicular access and pedestrian access over existing ramps and to access and any replacements of those existing ramps and over such portions of existing driveway as further followed on Exhibit C of said Document creating said essement.

Parcel J:

A perpetual non-exclusive easement for the benefit of Parcel 1 solely for utility purposes, which a secess and pedestrian access incidental to the use of Parcel 1 pursuant to the terms, conditions and reservatives contained in the Amended and Restated Grant of Easements dated Aurust 29, 1989 and recorded on September 1, 1989 as Document Number 89410952 over and upon the following described property:

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, at Cook County, Illinois, which part of said lands being a parcel comprised of the land, property and space lying selow and extending downward from a horizontal plane having an elevation of 20,00 feet above Chicago city datum and lying within the boundaries, projected senically, upward and downward from the surface of the earth of said Princel which is bounded and described as follows:

Commencing at the North East corner of Parcel "A" in the Plat of "Lake Front Plaza" Subdivision (being a Subdivision recorded in the Recorder's Office of Cook County, Illinois, on the 30th 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 wide, 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 Number 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 Northwardly along a line which is 66.00 feet East of and parallel with said Northward extension of the East line of Parcel "A", a distance of 30.00 feet; thence Eastward along a line perpendicular to said Northward extension of the East line of Parcel "A", a distance of 322.16 fest; thence Southwardly along a line perpendicular to the last described course a distance of 30.00 feet to an intersection with a tine which is 231,00 feet, measured perpendicularly. North of and parallel to the North 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 along a line perpendicular to the last described course a distance of 322.16 feet to the point of beginning, in Cook County, Illinois,

Press-4

Parcel_5:

Valet Parking Righ for one (1) passenger vehicle(s) as created by and described in the Declaration aforesaid, recorded as Document Number 95414356.

Grantor also hereby grants to the grantee, its successors and assigns, as rights and ensennest appurtament to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and preserves to itself, it successors and assigns, the rights and eastments set forth in said Declaration for the benefit of the remaining property described therein.

This Deed is subject to all rights, easem (it), covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length berein.

The Grantee in this Deed is the Tenant of Unit No. 7001 or the Tenant, if any, of said unit, either waived or failed to exercise his option to purchase the unit or had no option to purchase the unit.

SUBJECT TO: (a) general real estate taxes not due and prophile at the time of Closing; (b) the Condominium Property Act; (c) the Declaration, including all amendments and exhibits thereto; (d) applicable zoning and building laws and ordinances and other ordinances of record; (e) encroachments, if any; (f) acts done or suffered by Grantee or anyone claiming by, through or under Grantee; (g) utility easements, if any, whether recorded or unrecorded; (h) leases and licenses affecting the Common Elements: (i) covenants, conditions, restrictions, essements and agreements of record; and (j) liens and other matters of title over which here. North national Title Corporation is T'S OFFICE willing to insure without cost to Grantee.

Part of 17-10-401-011 195 Harbor Drive Chicago, Illinois 60601