

# UNOFFICIAL COPY

CONDOMINIUM RIDER  
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THIS CONDOMINIUM RIDER is made this **16TH** day of **JUNE**, **19 86**,  
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  
**NORTHWEST NATIONAL BANK OF CHICAGO**

(the "Lender")

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

**3600 N. LAKE SHORE DR.-UNIT 615, CHICAGO, ILLINOIS 60613**

**14-21-110-020-1102**

[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.

**CONDONIUM 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 fees 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 one-twelfth 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.

**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 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**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.

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

*Noel Rosado*

NOEL ROSADO

(Seal)

-Borrower

*Olga V. Rosado*

OLGA V. ROSADO

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

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Unit 615 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 23rd day of November, 1977 as document number 2983544 an undivided .237% interest (except the Units delineated and described in said survey) in and to the following Described Premises:

Lot 4 (excepting therefrom the Northerly 20 feet thereof and excepting therefrom the Westerly 125 feet and 3/4 inches thereof), Lot 5 (excepting therefrom the Westerly 125 feet and 3/4 inches thereof), Lot 6 (excepting therefrom the Westerly 125 feet and 3/4 inches thereof) and Lot 7 (excepting therefrom the Westerly 125 feet and 3/4 inches thereof), all in Block 7 in Hundley's Subdivision of Lots 3 to 21 and 33 to 37, all inclusive, in Pine Grove, being part of Fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, also that strip of land lying West of the Westerly line of Sheridan Road, according to the Plat thereof recorded March 5, 1896 as document number 2355030 in Book 69 of Plats, Page 41 and East of the Easterly line of said Lots 5, 6 and 7 and Easterly of said Lot 4 (excepting the Northerly 20 feet thereof), in Block 7 in Hundley's Subdivision aforesaid and between the Northerly line extended of said Lot 4 (excepting the Northerly 20 feet thereof) and the Southerly line of said Lot 7, both lines continued straight to intersect the Westerly line of said Sheridan Road in Fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian.

JH  
1/25/83

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70-51-460 DF Gilliams

NOTE IDENTIFIED

(Space Above This Line For Recording Data)

## MORTGAGE

15-0307

THIS MORTGAGE ("Security Instrument") is given on JUNE 16  
19 86 The mortgagor is NOEL ROSADO AND OLGA V. ROSADO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to NORTHWEST NATIONAL BANK  
OF CHICAGO  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is  
3985 MILWAUKEE AVENUE  
CHICAGO, ILLINOIS 60641  
Borrower owes Lender the principal sum of  
FORTY ONE THOUSAND SIX HUNDRED AND NO/100---

Dollars (U.S. \$ 41,600.00). 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 JULY 1, 2001. This Security Instrument  
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
modifications; (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  
SEE ATTACHED RIDER.

County, Illinois:

14-21-110-020-1102

which has the address of 3600 N. LAKE SHORE DR.-UNIT 615 CHICAGO  
(Street) (City)

Illinois 60613 ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seized 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.

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NORTHWEST NATIONAL BANK OF CHICAGO  
3985 MILWAUKEE AVENUE 60641  
CHICAGO, ILLINOIS

RECORD AND RETURN TO:

CHICAGO, IL 60641  
HELMUT GOTTFERT

PREPARED BY:

My Commission expires: 6-5-88

Given under my hand and official seal, this

16<sup>th</sup> day of June 1988

set forth.

Signed and delivered the foregoing instrument, appeared before me this day in person, and acknowledged that he subscribed to the foregoing instrument, appearing before me this day in person, and acknowledged that he

, personally known to me to be a public notary and state whose name is NOEL ROSADO V.

do hereby certify that NOEL ROSADO AND OLGA V. ROSADO ARE

*The undersigned*

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. 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.

**9. 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, 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.

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.

**10. Borrower Not Relensed; 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.

**11. 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.

**12. 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.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

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

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

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

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument until paid in full.

Lender's rights in the property (such as a pre-emption right in bankruptcy), provide for enforcement of 10 times or more than the value of the Property in the event the Lender's debt is not paid, and entitle the Lender to do so.

see title shall not merge unless Lender agrees to the merger in writing.

6. **Possession and Alienation of Property; Leasesholds.** Borrower shall not destroy, damage or subdivide the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, change the Property with the prior written consent of the lessor, and if Borrower acquires fee title to the Property, the lessor shall comply with the provisions of the lease. If this Security Instrument is on a leasehold, Borrower shall obtain the lessor's written consent before alienating the Property.

Comments received during the monthly payrolls meeting, any information or questions to payroll, and any comments or questions to this section will be addressed under the Payroll section.

The Property to settle a claim, when Landor may collect the measure proceeds, Landor may use the proceeds to repair or restore the Property to pay sums secured by his Security Instrument, whether or not there due. The Security period will begin when the notice is given.

Unless a Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or replacement of the property damaged, if the restoration of the property is not economically feasible or Lender's security would be released. A Lender's security is not restored to the same extent as the insurance proceeds shall be applied to the sums accrued by this Security instrument, whether or not this due, within 30 days after notice from Lender or the Borrower abandons the property, or does not answer within 30 days a notice from Lender or the Borrower has

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium clause. Lender shall have the right to hold the policies and renewals, if Lender requires it, for prompt notice to the insurance carrier and Lender. Lender may make proof of loss in hold made promptly by房主或租客.

3. **Liability insurance:** Insured parties shall keep the premises free from damage or hazard resulting from any insured liability.

pay them out in time directly to the persons or owned 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 records evidencing the payments.

Note: third, to amounts payable under paragraph 2; fourth, to interest due; fifth, to late charges due under the paragraph; sixth, to application fee; seventh, to late notice; second, to preparatory charges due under the paragraph; and eighth, to late fees.

chain immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit, pursuant to the terms secured by this Security Instrument.

amounts of time and money need to be spent to find the right scenario, which can pay to someone who makes up the deficiency in one of more payments as required by Lender.

If the amount of the Funds held by Landee, together with the future monthly payments of Funds payable prior to the maturity of the Funds, shall exceed the amount required to pay the escrow items when due, the excess shall be paid by Borrower or credited to Borrower on monthly payments of Funds. If the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid by Borrower or credited to Borrower on monthly payments of Funds. If the due dates of the Funds held by Landee, together with the future monthly payments of Funds payable prior to the maturity of the Funds, shall exceed the amount required to pay the escrow items when due, the excess shall be paid by Borrower or credited to Borrower on monthly payments of Funds. If the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid by Borrower or credited to Borrower on monthly payments of Funds.

Lender may agree in writing that interest shall be paid on the Funds 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. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds. Lender shall keep books and records for the Funds and shall deposit all moneys received by him from the Funds in a separate bank account.

The Funds shall be held in an investment portfolio consisting of securities or cash equivalents of trustee securities issuers.

to Lender on the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly interest on the unpaid principal balance of the Note; and (c) all other sums due on the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal and interest; Prepayment and Late Charges. Borrower shall prepay monthly by the 1st day of each month the principal of and interest on the debt evidenced by the Note and any prepayment shall be under the Note.