

# UNOFFICIAL COPY

CONDOMINIUM RIDER 33-10209

THIS CONDOMINIUM RIDER is made this 10TH day of JULY, 1986,  
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 LAKE FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
3470 N. Lake Shore Drive, Unit #21B, Chicago, IL 60657  
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as 3470 LAKE SHORE DRIVE CONDOMINIUM ASSOCIATION

[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 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.

RETURN TO:

LAKE FEDERAL SAVINGS & LOAN ASSOCIATION  
4343 ELSTON AVENUE  
CHICAGO, ILLINOIS - 60641

\*   
Elliott L. Dubois .....(Seal)  
Borrower

\*   
Janet Dubois .....(Seal)  
Borrower

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an delineated or survey of the fractional estate (hereinafter referred to collectively as "the fractional estate")

part of the southerly 40 feet of Lot 37 lying south westerly on the west line of Sheridan Road (excepting therefrom the west 15.75 feet) in Block 13 in Hundley's Subdivision of Lots 3 to 21 both inclusive and 33 to 37 both inclusive in Pine Grove, a subdivision of fractional Section 21, Township 40 North, Range 14, of the Third Principal Meridian;

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Also:

The Northerly 25 feet measured at right angles with northerly line the e of the following described tract of land: part of lot 3 in the subdivision of Block 16 in Hundley's subdivision of Lots 3 to 21 both inclusive and 33 to 37 both inclusive in Pine Grove, in Section 21, Township 40 North, Range 14, part of the Third Principal Meridian, described as follows: Beginning at the intersection of the northerly line of said lot with the westerly line of Sheridan Road; thence westerly along the northerly line of said lot 150 feet; thence southerly to a point in the south line of said lot distant 190 feet easterly from the westerly line of said lot and owing on the northerly line of Hawthorne Place; thence easterly along the southerly line of said lot 150.84 feet to the westerly line of Sheridan Road; thence northerly along the westerly line of Sheridan Road 298.96 feet to the place of beginning.

which survey is attached as Exhibit "A" to Declaration of Condominium made by Cosmopolitan National Bank of Chicago as Trustee under Deed No. 15666 recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 20446824, and registered in the office of the Registrar of Copyrights of Cook County, Illinois, as Assignment No. 2380323, on April 1, 1968; together with an undivided 2.7% interest in said Parcel (excepting from said Parcel the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey).

of the first part also hereby grants to party of the second and their successors and assigns, the rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration as though the provisions of said Declaration were recited at length herein.

RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS  
ON APRIL 1, 1968

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[Space Above This Line For Recording Date]

## MORTGAGE

19.86 THIS MORTGAGE ("Security Instrument") is given on July 10,  
The mortgagor is Elliott L. DuBois and Janet DuBois, his wife,  
("Borrower"). This Security Instrument is given to  
Lake Federal Savings & Loan Association, which is organized and existing  
under the laws of United States of America, and whose address is  
4343 N. Elston Ave., Chicago, Illinois ("Lender").  
Borrower owes Lender the principal sum of One Hundred Sixty-five Thousand Six Hundred Dollars and  
No Cents Dollars (U.S. \$165,600.00). 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 AUGUST 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, County, Illinois.

7/18  
LEGAL DESCRIPTION IF EJECTS PROPERTY OF  
CITY, COUNTY AND OTHER PROPERTY

14-21-306-038-1050 8  
which has the address of 3470 N. lake Shore Drive Unit #21D, Chicago,  
(Street) (City)  
Illinois 60657 (Zip Code) ("Property Address");

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 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.

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35302  
June 11 10:41 AM '88

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NAME		STREET	CITY	STATE
THE FEDERAL SAVINGS & LOAN ASSOCIATION 3470 N. Lake Shore Drive, Unit #21B Chicago, IL 60657		3433 Elston Avenue Chicago, Illinois - 60641		ILLINOIS
FOR RECORDS INDEX NUMBER INSERT STREET ADDRESS OF ABOVE DECEMBERED PROPERTY HERE DIRECTOR'S SIGNATURE		REGISTRATION NUMBER MARY Jane Klein, 3433 N. Elston Ave.	OR	INSTRUCTIONS
CHICAGO, IL 60641		REGISTRATION NUMBER MARY Jane Klein, 3433 N. Elston Ave.		

RETURN TO

My Commission expires: 10/5/88

do hereby certify that **BILLIE L. DUBOIS** and **JANEET DUBOIS**, his wife  
are permanently known to me to be the same person (s) whose name (s) are  
subscribed to the foregoing instrument, appeared before me this day in person and I acknowledge that they  
signed and delivered the said instrument as **cheat** free and voluntary act, for the uses and purposes therein

STATE OF ILLINOIS  
Cook County

Digitized by srujanika@gmail.com

**By SIGNING Below, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.**

Other(s) (Specify) \_\_\_\_\_

- Adjustable Axle Rider
- Condor Mini-Um Rider
- 2-4 Family Rider

Supplemental the CIVICՂanh and Agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check each applicable box(es)]

23. Rider A: In the event of a security instrument, all one or more riders are executed by Borrower and recorded together with this Security instrument, the coverments of each such rider shall be incorporated into and shall amend and

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

RECIPIENT, BONDS AND CERTAIN ADDITIONAL ATTORNEY FEES, AND THEN TO THE SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL RELEASE THIS SECURITY.

The Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicatory appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of

but not limited to, reasonable Attorney's fees and costs of title evidence.

**Section 19** Security instrument without further demand and may foreclose this Security instrument by judgment.

extreme of a default or any other defiance of Borrower to do 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

Secured by this Security Instrument, foreclosing by judicial proceeding and sale of the Property, the notice shall further inform Borrower of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the non-

and (d) that failure to cure the defect on or before the date specified in the notice may result in acceleration of the lease.

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the

**NON-UNIFORM GOVERNANTS**. Bothower and Lender further covenant and agree as follows:

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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 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.

**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 sum 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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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  
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  
regarding paying same.

Instrument imprecisately prior to the acquisition.

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 referred to in paragraphs 1 and 2 or change the amount of the payments, if partial payment of the principal prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security interest.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policy and renewals. If Lender receives, Borrower shall promptly give to Lender all receipts of paid premiums and renewals and renewals. In the event of loss, Borrower shall promptly notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

5. **giving notice.** Borrower shall keep the property or heretofore created on the premises now existing or hereafter created on the property of Lender until notice is given by Lender to Borrower specifying the insurance coverage which Lender requires included within the term "extending coverage" and any other hazards for which Lender requires insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier chosen by Borrower subject to Lender's approval which shall not be mutualized among Lender, Borrower and any other parties involved in the transaction, shall be responsible for the payment of all claims arising from the occurrence of any hazard insured against under the policy. This insurance shall be maintained in the amount and for the periods that Lender requires and any other hazards for which Lender requires insurance shall be mutualized among Lender, Borrower and any other parties involved in the transaction.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the removal of the obligation secured by the lien in a manner acceptable to Lender; or (c) removes the obligation secured by the lien in legal proceedings initiated by Lender.

Upon Funds held by Lender in full or all sums received by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender to the extent of the value of the security or to the extent of the amount of the Note, whichever is less, plus interest accrued thereon at the rate of 12% per annum from the date of receipt until paid.

If the amount of the escrow items exceed the future monthly payments of Funds payable prior to the due date of the Funds held by Lender, together with the amount required to pay the escrow items when due, the escrow items shall exceed the amount required to pay the escrow items when due. The excess shall be Borrowser's option, either property or credit to Borrower or monthly payments of Funds, if the amount of the Funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

**1. Payments of Principal and Interest:** Borrower and Lender shall promptly pay when due the principal of and interest accrued by the Note and any payable amount evidenced on the debt due under the Note.

**2. Funds for Taxes and Insurance:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay when due funds for taxes and insurance.

**3. Payments of Prepayments and Late Charge:** Borrower shall promptly pay when due the principal of and interest accrued by the Note and any payable amount evidenced on the debt due under the Note.