

UNOFFICIAL COPY

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NOTE IDENTIFIED

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 25, 1986. The mortgagor is Steven L. Short, divorced, and not remarried, ("Borrower"). This Security Instrument is given to UPTOWN NATIONAL BANK OF CHICAGO, which is organized and existing under the laws of the United States of America, and whose address is 4753 N. Broadway, Chicago, IL, Illinois, ("Lender"). Borrower owes Lender a principal sum of FIFTY THREE THOUSAND AND NO. 00/100***** Dollars (U.S. \$53,000.00). 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 September 1, 2016. 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:

UNIT 1720-4 IN PARK PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 2 IN ARLINGTON COMMONS, BEING A RESUBDIVISION OF THAT PART OF LOT 5 IN THE SUBDIVISION OF JOSEPH A. BARNES FARM IN SECTIONS 9, 15 AND 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED ON JUNE 8, 1983 AS DOCUMENT LR 3311732 IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM FILED AS DOCUMENT LR3468377, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTEINANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

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THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

Unit 4B

which has the address of 1720 Arlington Heights Rd., Arlington Heights, [Street], (City), Illinois, 60005, (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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ILLINOIS - State Security Instrument
REGISTRATION FORM - NON-DESTRUCTIVE
BRONZEVILLE SERVICE, INC., ADDITION TO
THIS SECURITY INSTRUMENT SECURES USE AND NON-USE INFORMATION COVERING REAL PROPERTY.

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

Mortgagee, warning the Borrower that the Property is unique in all respects and demands, subject to any encumbrances or record.

Borrower, grants to the Lender and will defend generally the title to the Property against all claims and demands, except for encumbrances of record, for so long as the title is lawfully held by the Lender.

Forgetting is referred to in this Document as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights,

hereafter a part of the property, All improvements and additions shall also be covered by this Security Instrument. All of the upper structures, rents, royalties, oil and gas rights and profits, water rights and stock and all fixtures now or

which has the address of 3220 Argyleton Heights Rd., Argyleton Heights, Illinois.....

Illinois 60005 (Property Address);

Unit AB
which is a
Subdivision
of Argyleton Heights,
Illinois
City)

(Zip Code)

Tax No. 08 09 400 065

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MORTGAGE

[Space Above This Line for Recording Data]

19.86. The mortgagor is Steven L. Shartt, divorced, and not married.

19.87. The security instrument is given on July 25.

19.88. The security instrument is given to UPTOWN NATIONAL BANK OF CHICAGO.

19.89. UPTOWN NATIONAL BANK, of America, and whose address is 4753 N. Broadway, Chicago, Illinois.

19.90. The mortgagor is Steven L. Shartt, divorced, and not married.

19.91. The security instrument is given to UPTOWN NATIONAL BANK OF CHICAGO.

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20.34. The security instrument is given to UPTOWN NATIONAL BANK OF CHICAGO.

70-57-9302 Date
1724/17260 26 SEP 25 1982
DESCRIPTION AFFECTS ILLINOIS
CREATED BY DOC. #441532 FROM CTN#4493764/09904/894
RECORDED BY BRONZEVILLE SERVICE, INC.
ADDITION TO SECURITY INSTRUMENT

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of 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 receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. 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.

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

23. 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 box(es)]

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) [specify]

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.

Steven L. Short(Seal)
Steven L. Short

--Borrower

.....(Seal)

--Borrower

(Space Below This Line for Acknowledgment)

State of Illinois)
County of Cook)

I, Laura L. Loebba, a Notary Public in and for said county and state, do hereby certify that Steven L. Short, divorced and not since remarried, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of October, 1986

Laura L. Loebba
Notary Public

This instrument was prepared by: CMA/1

LAURA L. LOEBBAKA A/C
UPTOWN NATIONAL BANK OF CHICAGO
4753 N. BROADWAY
CHICAGO, ILLINOIS

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 24, 1987
ISSUED BY THE ILLINOIS NOTARY ASSEMBLY

3552896 105 SEP 25 1986
3552896 3553288 105 SEP 25 1986
3553288 105 SEP 25 1986

CHICAGO TITLE INS.
70-57-930

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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instruments distributed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Note.

Any amounts disbursed by Lender under this paragraph 7, Lender does not have to do so.

Lender may take action under this paragraph to make repayment to Lender's rights in security instruments, paying reasonable attorney fees and expenses on the property to which this paragraph applies. Additionally Lender's actions may include seizure of property to protect the Property and Lender's rights in the instrument, or Lender may do and pay for whatever is necessary to enforce laws or regulations, rights in the Property (such as a proceeding in bankruptcy, probate, for guardianship or to enjoin proceedings in this Note), then Lender may do and pay for whatever is necessary to protect the Property and Lender's rights in this Note.

7. Protection of Lender'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 the Note, Lender may take action under this paragraph to make repayment to Lender's rights in the Property.

Borrower shall comply with the provisions of the Note, including Note and Lender's obligations to the Note, to the extent necessary to protect the Note and Lender's rights in the Note.

6. Preservation and Maintenance of Property; Lenderhold. Borrower shall not destroy, damage or substantially alter the Note or the Note and Lender's rights in the Note.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to restoration of the Note and Lender's rights in the Note.

Unless Lender's note of payment prior to the acquisition, Lender will begin the process to collect the Note and Lender may use the sums received by Lender to repay or reschedule the Note and Lender's rights in the Note.

Borrower shall comply with the Note and Lender may collect the Note and Lender's rights in the Note and Lender may use the sums received by Lender to repay or reschedule the Note and Lender's rights in the Note.

Unless Lender and Borrower otherwise agree in writing, insurance shall be applied to restoration of the Note and Lender's rights in the Note.

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 receives, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to the insurance company notice to Lender.

All renewals shall be held by Lender, Lender may make payment of losses in full to Lender.

Unless Lender and Borrower otherwise agree in writing, insurance shall be applied to restoration of the Note and Lender's rights in the Note.

5. Hazard Insurance. Borrower shall keep the Note and Lender's rights in the Note and Lender's rights in the Note.

Borrower shall provide evidence of the double coverage secured by the Note in a manner acceptable to Lender to prevent the Note and Lender's rights in the Note.

Agreements in this Note by Lender, Borrower shall provide evidence of the Note in a manner acceptable to Lender to prevent the Note and Lender's rights in the Note.

Property which may return to the Note and Lender's rights in the Note, Borrower shall provide evidence of the Note in a manner acceptable to Lender to prevent the Note and Lender's rights in the Note.

4. Charges. Lender, Borrower shall pay all taxes, assessments, charges, fines and liquidations attributable to the Note and Lender's rights in the Note.

Paragaphs 1 and 2 shall be applied; first to amounts payable under paragraph 2; second to Lender under paragraph 3; Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

any Fund held by Lender in full of more payments in one or more payments to Lender.

Upon payment of the Funds held by Lender in full sufficient to pay the Note and Lender's rights in the Note.

amount necessary to make up the deficiency in one or more payments is required by Lender.

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be used to pay the escrow items, together with the future monthly payments prior to this Note.

Lender may not agree in writing that interests shall be paid on the Funds and apply the escrow items to the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a claim, unless

state agency (including Lender in an institution the depositors of which are insured or guaranteed by a federal or state agency) has been paid in full the escrow items.

The Funds shall be used to pay the escrow items, together with the future monthly payments prior to this Note.

2. Funds for Taxes and Insurance. Subsets to applicable law or to a written waiver by Lender, Borrower shall pay when due the principal of funds held by Lender under this Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

UNIFORM COVENANTS, Borrower and Lender in accordance with the following:

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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 a 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 Board; 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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