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Item 1:

Unit Number 307-N as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 25th day of January, 1980 as Document Number 3142538.

Item 2:

An Undivided 0.4541% interest (except the Units delineated and described in said survey) in and to the following Described Premises:
That part of the North West Quarter (1/4) of Section 14, Township 40 North, Range 12 East of the Third Principal Meridian described as follows:
Beginning at a point on a line 585.02 feet West of and parallel with the East Line of said Northwest Quarter (1/4), said point being 131.26 feet
South of the South Line of West Leland Avenue as per Plat of Dedication registered in the Office of the Registrar of Titles of Cook County,
Illinois, as Document Number 2191649; thence West along a line parallel with the South Line of Said West Leland Avenue, 28.24 feet; thence Southwesterly along a line which forms an angle of 135 degrees, 49 minutes, 55 seconds, with the last described line (measured from East to South to Southwest) a

distance of 14.34 feet, thence

South parallel with the East Line of North Maria Court as per Plat of Schorsch Forest View Unit 12 and registered in the Office of the Registrar of Titles of Cook County, Illinois, as Document Number 2680138, 178.0 feet; thence Southeasterly along a lin; which forms an angle of 134 degrees, 54 minutes, 54 seconds with the last described line (measured from North to East to Southeast) a distance of 14.12 feet; thence East parallel with the South Line of said West Leland Avenue 29.46 feet to the West Line of the East 585.02 feet of said Northwest Quarter (1/4); thence North along said West Line to the point of beginning. ALSO the West 219.98 feet of LOT TWO (measured along the North and South Lines of Lot 2) (excepting therefrom the North 100.04 feet thereof) (as measured on the East and West Line of Lot 2) In Schorsch Forest View Shopping Center, being a Subdivision in the East 535.0 feet of the North 1005.0 feet of the East Half (1/2) of the Northwest Quarter (1/4) (as measured along the North and East Lines thereof) of Fractional Section 14, Township 40 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 24, 1957, as Document Number 1760355. ALSO The South 459.98 feet of the North 1005.0 feet (measured along the East and West Lines) of the West 50.02 feet of the East 585.02 feet (measured along the North and South Lines) of the East Half (1/2) of the Northwest Quarter (1/4) of Fractional Section 14, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois,

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Property of County Clerk's Office

, 19 THIS CONDOMINIUM RIDER is made this 17TH day of MARCH 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

FIRST GIBRALTAR MORTGAGE CORP.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
8455 WEST LELAND AVENUE #307N, CHICAGO, ILLINOIS 60656
[Property Address]

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

THE PUEBLO COMMONS CONDOMINIUM

[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. Condomn'um Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituen: Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condomir rum 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 Insurgace. 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 in 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 wider Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the requirer coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt not ce of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard is a rance 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 a ke such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy accertable 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 here'y assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instruction 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 Troject, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty of in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents in the provision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (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 Letter may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secreted 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.

Seal) —Borrower	Daniel 5. Maxime	(Seal) Borrower
(Seal) —Borrower		(Seal)

GRANTEE ADDRESS:

FIRST GIBRALTAR MORTGAGE CORP.

RETURN TO AND PREPARED BY: FIRST/GRARALTAR MORTGAGE CORP. ONE PIERCE PLACE, SUITE T295 ILLINOIS 60143

3603804

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 17, 1987 DANIEL S. MAXIME , DIVORCED AND NOT SINCE REMARRIED The mortgagor is

("Borrower"). This Security Instrument is given to

FIRST GIBRALTAR MORTGAGE CORP. , A CORPORATION

, which is organized and existing

("Lender").

under the laws of THE STATE OF TEXAS , and whose address is 4004 BELT LINE, #100, PO 10> 810199, DALLAS, TEXAS 75381-0199
Borrower owes Lender the principal sum of THIRTY NINE THOUSAND SIX HUNDRED

AND NO/100 Doing. (U.S. \$ 397600.00). 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 APRIL 1 2017 This Security Instrument paid earlier, due and payable on APRIL 1 2017 This Security Instrument secures to Lender: (a) the repayment of the debt videnced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with increast, 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 County, Illinois: located in COOK

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PERMANENT INDEX # 12-14-112-025-1137

which has the address of 8455 WEST LELAND AVENUE [Street]

CHICAGO,

Illinois

60656

[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.

МОМ-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

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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 sattle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is ratherized 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 Jestensed; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization withe sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not over e 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 amor ... ation 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 uccessors 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 so signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the term; of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) grees 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.

If the loan secured by this Security instrument is subject to a law which sets maximum loan 12. Loan Charges. charges, and that law is finally interpreted so that the inter st or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) ray such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sar already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to in see 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 are cified 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 petice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Junder 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 was a 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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requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7. Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' tees and entering on the Property to make repairs. Although in the Property, Lender's actions may include paying any sums secured by a fich which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or 7. Prefection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

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

6. Preservation and Maintenance of Property; Leascholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leaschold. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

enstrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security 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 amour (of ne payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from the paragraph of the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from the paragraph of the Property is acquired by the proceeds resulting from the paragraph of the proceeds and the proceeds resulting from the paragraph of the proceeds from the paragraph of the paragraph of the proceeds from the paragraph of the paragraph of

unovig si obiton odt nodw Borrower abandons the Property, or does not answer within 30 days a notice from Lender (httl the insurance carrier has offered to settle a claim, then Lender may use the p. oc. eds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The Vo-lay period will begin applied to the sums secured by this Security Instrument, whether or not then due, with a new excess paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lever's security is not fessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

Lender shall have the right to hold the policies and renewals. If Lender r qui es, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower snall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and Shall include a standard mortgage clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrows, subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the anjour's and for the periods that Lender requires. The 5. Hazard Insurance. Borrower shall keep the incure ements now existing or hereafter erected on the Property insured against loss by ire, hazards included within the term "exten led coverage" and any other hazards for which Lender

of the giving of notice.

the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the fien. Borrower shall satisfy the fien or ake one or more of the actions set forth above within 10 days agrees in writing to the payment of the obligation, secured by the flen in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the iter to this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender subordinating the iter to this Security Instrument. If Lender determines that any part of the Property is subject to entheir matrix and a secure of the lien and a Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments.

to be paid under this paragraph. If Boar wer makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person wed payment. Borrower shall promptly furnish to Lender all notices of amounts Note: third, to amounts payable ander paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Burrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

application as a cree (a gainst the sums secured by this Security Instrument.

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately goot to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upon as, ment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

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

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on 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 the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may not charge for holding and applying the Funds, analyzing the account or verifying the eserow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future eserow items.

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any, These items are called "eserow items." Lender may estimate the Funds due on the 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: