OOL COUNTY TACKET D	
231 SOUTH LASALLE CHICAGO, ILLINOIS 60697	CHICAGO, ILLINOTS 60697
ROX 169	
or Recorders' Box:	
Attention: D. DAVIDSON	
•	ORTGAGE
THIS MORTGAGE is made this 19 87 Dolween IRVING BERKOWITZ AND LORRAINE	RERKOWITZ, HIS WIFE, AS JOINT TENANTS
Madagan and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST CO	MAANY OF CHICAGO 231 South LaSalle Street, Chicago, Illinois 60697, as Mo
used it ihis document the words "you" and "your" refer to the persons signing t Company of Chicago and its successors and assigns. Indebtedness Being Secured, you are signing this Mortgage to secure to	o Lender (i) repayment of aniounts outstanding under a certain variable rate
Company of Chicago and its successors and assigns.  Indebledness Being Secured. You are signing this Mortgage to secure to Agreement (the "Agroement") dated the same date as this Mortgage in the am "Credit Limit") or so much thereof as may be outstanding from time to time under that may be owing under the Agreement providing for monthly payments of inte	ount of \$
that may be owing under the Agreement providing for monthly payments of inte Agreement if not paid earlier oither voluntarily or required to be paid on "Maturily Date") and all renewals, extensions or modifications of the Agreemen the parties signing the Agreement, and (iv) your performance of coverants and a Annual Percentage Rate) at which the Finance Charge is compusted may chan each day depending upon the daily balance in the Account. The Annual Percent Annual Percentage Rate changes. The Prime Rate shall mean the highest (unlike highest Prime Rate shall be applicable) of the Prime Rates as reported in the Ke Billing Period in which it is to be applied. The effect of an increase in the Annual recently comment of the changes Charge.	rest (Finance Charges) and provious gior all sums owing to tail de internation of the MAY 16TH.
the parties signing the Agreement, and (iv) your performance of coverants and a rangual Percentage Rate) at which the Finance Charge is computed may chan	agreements contained in the Mortgage. The Agreement sets forth forms under wings over the term of the Agreement. The Annual Percentage Rate may increase
each day depending upon the daily balance in the Account. The Annual Percent Annual Percentage Rate changes. The Prime Rate shall mean the highest (unli	tage Rate may also vary each month if the Prime Rate or reference rate used to do less Lender's Prime Rate or reference rate is the highest rate quoted in which c
highest Prime Rate shall be applicable) of the Prime Rates as reported in the Ker Billing Period in which it is to be applied. The effect of an increase in the Annual	ly Money Section of the Wall Street Journal on the last business day of the mont a) Percentage Rato, whether daily or monthly will be an increase in the schedule
monthly payment of the mance Charge.  Security, You hare, yim https:// and warrant to Lendor the following descrit prior encumbrances, result inches of record and to the lien of this Mortgage: (In	bed roal estate located in the County of, State of Illinois sub
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OA	
(SEE A	ATTACHED)
(BBI 1	at Indian,
Ox	Marie Contraction of the Contrac
The property has an address of 1500 SAND TONE DRIV	VE - WHEELING, ILLINOIS 60090
PT# 03_15_402_021_10	049 VOLIME: 232
interests described below relating to this real estate (or the loast not estate if you also mortgage to Lender the following interest relating to the Property (ii) all rights that you have in any allows or the Property (ii) all rights that you have in any allows or the Property (ii) all rights that you have in any allows or the Property (ii) all rights that you have in any allows or the property (ii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in any allows or the property (iii) all rights that you have in a property (iii) all rights that you have in a property (iii) all rights that you have in a property (iii) all rights that you have in a property (iii) all rights that you have in a property (iii) all rights that you have in a property (iiii) all rights that you have in a property (iii) all rights that you have in a property (iii) all rights that you have in a property (iii) all rights that you have in a property (iii) all rights (iii) all rights (iiii) all rights (iiii) all rights (iiii) all rights (iiii) all	this Mongage is on a leasonoid) is inspired to in this Mongage as the Property described above:(i) all buildings and other structures and improvements of who a solicinize the real solice till all rights they would use in any minerals, oil and da
interests described below relating to this real estate (or the loast not cestate if You also mortgage to Lender the following interest relating Land Congress to the Property, (ii) all rights that you have in any alteys or roal safe x 100 profits, water, water rights and water stock which are in or a part of the 2 rep, and proceeds of insurance relating to the Property, (v) all lixtures now and proceeds of insurance relating to the Property, (v) all lixtures now and proceeds of insurance relating to the Property, (v) all lixtures now and proceeds of insurance relating to the Property, (v) all lixtures now and proceeds of insurance relating to the Property, (v) all lixtures now and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) and proceeds of the Property (v) all lixtures now and proceeds of the Property (v) a	(iv) all rents, issues, royalties or profits from the Property including condemnation of hereafter acquired on the Property, including, but not limited to, replac
substitutions for such fixtures.  Representations and Warranties. You represent and warrant to Londer, its s	survices sors and assigns, that (i) it may hold the Property free from all claims exce
snown as "exceptions" in the title insurance policy relating to the Property, (ii) the life insurance policy, (iii) you have the right to mortgage Property to Lend You make the defend your Property against the claims of persons that they have	1 or town the Property medicinated to Lender, and that you will indemnify and i
substitutions for such fixtures.  Representations and Warranties. You represent and warrant to Londer, its s shown as "Exceptions" in the title insurance policy relating to the Property, (iii) the title insurance policy, (iii) you have the right to morigage Property to Lond You agree to defend your Property ngainst the claims of persons that they he harmless from any loss or claims arising from a breach of the above representat Property or to change the condition of title.  Property or to change the condition of title.	tions and varranties. You agree not to take or permit any action to subdivide or
Prontiess and Agreements. You naise with Londer as follows:  1. Payment of Principal and Interest. You shall promptly pay or cause to be Agreement together with all other charges imposed under the Agreement.  2. Application of Payments. Unless applicable law provides otherwise, all	be paid, a⇔nd when required by the Agreement, the principal and interest du
an able on the Autonomout then to other sharmer anythin under the Autonomor	or and then to the or ecloud cavable under the Adresment
3. Prior Encumbrances; Liens. You shall perform all of war. Diligation Encumbrances") with a lien which has priority over Liss mortgage, including y giving of notice or the passage of time, would constitute a default or event of de subordinate, shall be a default under this Mortgage. You shall promptly deliv	rour covenants to make pare. \s when duo.Any act or omission of yours white lefault under any Prior Enr umbringe, or truder any ground loase to which this if you to Lander all polices on traceine of any defaults or events of default under
subpromato, shall be a detailt under Inis Mortgage. You shall be a detailt under Inis Mortgage.  You shall be a the Property tree from mechanics' or other lies and expres	estly subordinated to the lien half an
4. Taxes and Assessments; Rents. You shall pay or cause to be paid when d	tue all general and special taxes ( null assessments and water, sewer and other ch Mortogoe, and leasehold navments of a little treats, it any, and all other sums du
said ground lease. You shall provide evidence satisfactory to Lender of said pay the manner provided by Statute, any tax or assessment you desire to contest.	yments promptly after the respective use Cates thereof. You shall pay in IUII, und
S. Hazard Insurance, You shall keep all buildings and improvements now e within the term "extended coverage," and such other hazards as Lender may ree pay either the cost of replacing the Property in full or to pay in full the indebt	existing or herealter situated on the Property insured against loss by fire, hazar quire (including but not limited to insurance a la hast flood damage) in amounts: liedness secured hereby, together with the an ount of indobtedness secured b
Encumbrances.  The insurance destricts projecting soid insurance shall be salected by your	subject to Leader's approval, which shall not be gree topably withheld. All t
remaining tarries providing said instance shall act select by your remaining thereof shall be in form acceptable to Lander, shall include a standar further shall provide for thirty (30) days written notice to Lender prior to cancella shall have the right to hold the policies and renewals thereof, which policies and	
before expiration of any of said policies. You shall give prompt holice of any loss	as of damage to the institution carrier(s) and to certain, certisal make process
affers to settle a ctaim for insurance benefits. Leader is ButhOffzeti to collect and	hin 30 days from the date notice is mailed by Lender to Bor. or ,er, hat the insure apply the insurance proceeds, at Lender's sole option and discretion either to re
repair of the Property or to the sums secured by this Mortgage. You hereby o	direct any insurance companies to pay directly to Lender, as its live estimay of
6. Use, Preservation and Maintenance of Property; Lesseholds; Condomini commit waste or permit impairment or deterioration of the Property. You shall p which may become damaged or destroyed. You shall comply with all requirem	rums; manned unit developments, You shall keep the Property in good repair a promptly restore or rebuild any buildings or improvements now or hereafter on the route of law or musicipal ordinances with respect to the use populating and unit
the Property, and shall make no material alterations in said Property except as Leader, If this Mortgage is on a unit in a condominium or a planned unit developm	s required by law or municipal ordinance, or diherwise wilhout the prior writer ment, you shall perform all of your obligations under the declaration of covenants
governing the condominium of planned unit development, the by-laws and reg this Mortgage is on a leasehold, you shall perform or cause to be performed at	guiations of the condominium or planned unit development, and constituent built obligations of fessee under said fease.
7. Protection of Lender's Security. If you fail to perform any of the covenants	s and agreements contained in this Mortgage, or It any action of proceeding is the
sums, including reasonable attornoys' lees, and take such action as is necessing payment or discharge of Prior Encumbrances, payment, settling, or discharge making said authorized payments of taxes and assessments, may do so in accessing the properties of taxes and assessments.	ary to protect Lenger's interest, including but not limited to making repairs, it a of lax liens, payment of ground rents (if any), and procurement of insurance corresponding the procure from the appropriate of
without inquiry into the accuracy of same or into the validity of any tax, assess Any amounts disbursed by Lender gursuant to this Paragraph 7, with into	sment, sale, tortotture, tax tien of this of claim mercol. Iterest Thereon at the rate then applicable under the Agreement, shall become
ndebledness socured by this Mortgage. Unless you and Lender Agree to other to payment thereof. Nothing contained in this Paragraph 7 shall require Lender t	arms of payment, such amounts shall be payable upon holice from Lender to you to incur any expense or take any action hereunder, and inaction by Lender sh
considered a waiver of any right accruing to Lender on account of any provision	

8. Inspection, Lendor may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give you notice prior to any

B. Inspection. Lendor may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give you notice prior to any such inspections.

9. Condemnation. Subject to the terms of any Prior Encumbrance, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Proporty, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender is authorized to collect the proceeds and, at Lender's sole option and discretion, to apply said proceeds either to restoration or repair of the Property or to the sums secured by this Mortgage gravited by Lender Not a Waiver; Remedies Cumulative. Extension of the time for payment or modification of any other taking a gravited by Lender to you or any of your successors in interest shall not operate to release, in any manner, your liability. Lender shall not be required to commence proceedings against such successors in linerest. Any forbearance by Lender to restoration or the sums secured by this Mortgage gravited by tender to your or your successors in interest any forbearance by Lender to protect the secure of the sums secured by the protect of the sums secur

## **UNOFFICIAL COPY**

14. Your Capy, You shall be turnished a conformed copy of the Agreement and of this Mortages at the time of execution or after recordation hereof in technique to the conformed copy of the Agreement and of this Mortages at the time of execution or after recordation hereof which you may now against parties who supply tobor, melanism of services in connection with improvement and to the Property or or a Senetical private in the Mortages. I can be an immediate distult herounder if, without the price yellow the control of the Conformation of the IN WITNESS WHEREOF, Mortgagor has executed this Mortgage STATE OF ILLINOIS COUNTY OF COOK Janet J. Paida a Notary Public in and for said county and state, do hereby certify Irving Berkowitz and Lorraine Berkowitz, his wife are personally known to me to be the same person(s) whose name(s) \_ subscribed to the . L. he Y. signed and delivered the said instrument foregoing instrument, appeared before me this day in person, and acknowledged that \_\_ free and coluntary act, for the uses and purposes therein set forth. their 15th day o. Мау Given under my hand and official seal, this

ry Public

a Notary Public in ail di or said county and state, do hereby certify

639244

My Commission expires:

My Commission expires

STATE OF ILLINOIS COUNTY OF

My Commission Ex,

foregoing instrument, appeared before me this day in person, and acknowledged that .

personally known to me to be the same person(s) whose name(s) \_\_\_\_\_

Given under my hand and official sent, this

UNOF ENDOMINION REPERCOPY
This CONDOMINIUM RIDER is made this day of, 19, 19
and is incorporated into and made a part of that certain Mortgage ("Mortgage") to which this Condominium Rider is attached, dated of even date herewith, given by the undersigned (hereinafter "Mortgagor") to secure that certain
Agreement to Continental Illinois National Bank and Trust Company of Chicago, a national banking association (hereinafter "Lender") (which Agreement is more fully described in the Mortgage). The Property described in the Mortgage is located at 1500 SANDSTONE DRIVE WHEELING, ILLINOIS 60690
(Property Address)
The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known asVILLA MANAGEMENT CO.
(Name of Condominium Project) (hereinafter "Condominium Project"). In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:
1. Assessments. Mortgagor shall promply pay, when due, all assessments imposed by the Owners' Association or other governing body of the Condominium Project (hereinafter "Owners' Association"), pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project.
2. Hazard Insurance. So long as the Owners' Association maintains a "master" or "blanket" policy on the
Condominium Project which provides insurance coverage against fire, hazards included within the term "extended
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- coverage," and such other hazards as Lender may require, and in such amounts may require, then:
- (a) Mortgagor's obligation under Paragraph 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and
- (b) the provision in Paragraph 5 rt garding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Paragraph 5. For any period of time uning which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to lave no force or effect, and the provisions of Paragraph 5 of the Mortgage shall control. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance coverage previously maintained by the Owners' Association:

In the event of a distribution of hazard insurance proceeds in linu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Mortgage, with the excess, if any, paid to Mortgagor.

- 3. Lender's Prior Consent. Mortgagor shall not, except after notice to Londor and with Lender's prior written consent, partition or subdivide the Property or consent to:
- (a) the abandonment or termination of the Condominium Project, except for abandonment or termination provided 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;
- (b) any material amendment to the declaration, by-laws or code of regulations of the Owners' Association, or equivalent constituent documents of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; of
- (c) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.
- 4. Remedies. If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including but limited to the covenant to pay condominium assessments when due, then Lender may invoke any remedies provided under the Mortgage, including, but not limited to, those provided under Paragraph 17.

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IN WITNESS WHEREOF, Mortgagor has executed this Condominium Riber.	
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Mortdagor	
Mortgagor	

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2000 COLOR COLOR UNIT 313 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REPISTENCED ON THE 27TH DAY OF AUGUST, 1975 AS OCCUMENT NUMBER 2826142. AN UNDIVIDED 1.950884 PERCENT INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SUNVE)] IN AND TO THE FOLLOWING DESCRIBED PREMISES: THAT PART OF THE WEST 495.0 FEET OF TAP SOUTHEAST 1/4 OF THE SOUTH MEST LINE WHICH BEARS SOUTH OF DEGREES OF MINUTES 17 SECONDS EAST), THE NOTITINEST CORNER THEREOF; THENCE MORTH 89 DEGREES 55 MINUTES 43 SECONDS EAST, 80.44 FFLT 10 THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTH 69 DIGREES 56 MINUTES 19 SECONDS EAST, 64.33 FEET; THENCE SOUTH 20 DEGREES 03 MINUTES 19 SECONDS EAST, 64.33 FEET; THENCE SOUTH 59 DEGREES 57 MINUTES 34 SECONDS MEST, 64.33 FEET; THENCE SOUTH 49 DEGREES 57 MINUTES 34 SECONDS MEST, 122.83 FEET; THENCE SOUTH 49 DEGREES 17 MINUTES 35 SECONDS MEST, 64.33 FEET; THENCE MORTH 40 DEGREES 17 MINUTES 55 SECONDS MEST, 64.33 FEET; THENCE MORTH 40 DEGREES 17 MINUTES 55 SECONDS MEST, 64.33 FEET; THENCE MORTH 40 DEGREES 17 MINUTES 55 SECONDS MEST, 64.33 FEET; THENCE MORTH 40 DEGREES 17 MINUTES 55 SECONDS MEST, 64.33 FEET; THENCE MORTH 40 DEGREES 17 MINUTES 55 SECONDS MEST, 122.83 FEET; THENCE MORTH 40 DEGREES 17 MINUTES 55 SECONDS MEST 64.33 FEET; THENCE MORTH 40 DEGREES 17 MINUTES 55 SECONDS MEST 64.33 FEET; THENCE MORTH 40 DEGREES 17 MINUTES 55 SECONDS MEST 64.33 FEET; THENCE MORTH 40 DEGREES 17 MINUTES 55 SECONDS MEST 64.33 FEET; THENCE MORTH 40 DEGREES 17 MINUTES 55 SECONDS MEST 64.33 FEET; THENCE MORTH 40 DEGREES 17 MINUTES 55 SECONDS MEST 64.33 FEET; THENCE MORTH 40 DEGREES 17 MINUTES 55 SECONDS MEST 64.33 FEET; THENCE MORTH

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