

UNIT 4022 DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND  
PART OF A DECLARATION OF CONFESSION OF OWNERSHIP REGISTERED ON THE  
25TH DAY OF JANUARY, 1980 AS DOCUMENT NUMBER 314233 WITH AN  
UNDIVIDED 0.7704 PERCENT INTEREST (EXCEPT THE UNITS DELINEATED AND  
DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES.

THAT PART OF THE NORTHWEST 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 16.34 FEET; THENCE SOUTH PARALLEL WITH THE  
EAST LINE OF THE 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 LINE 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 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 1/2 OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 14,  
TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

3157830

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Property of Cook County Clerk's Office

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THIS CONDOMINIUM RIDER is made this 30th day of NOVEMBER, 1988, 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 CHASE HOME MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4624 N. COMMONS DRIVE #402 CHICAGO, IL 60656  
(Property Address)

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

PUBLIC COMMONS

(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;

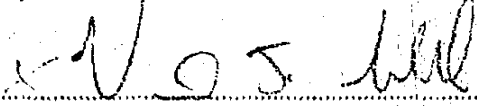
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(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.

  
.....  
VINCENT J. SCHOLLE (Seal) Borrower

.....  
(Seal) Borrower

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Property of Cook County Clerk's Office

PREPARED BY: SUSAN GOTTLIEB  
RETURN TO: CHASE HOME MORTGAGE CORP.  
3450 W. BUSCH BLVD.  
BUSCHWOOD II, SUITE 300  
TAMPA, FL 33619

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(Space Above This Line For Recording Date)

### MORTGAGE

NOTE IDENTIFIED

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 30th 19 88. The mortgagor is VINCENT J. SCHOLLE, A SINGLE MAN, NEVER MARRIED, a bachelor

("Borrower") This Security Instrument is given to CHASE HOME MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF DELAWARE, and whose address is 135 CHESTNUT RIDGE ROAD, MONTVALE, NJ 07645 ("Lender")

Borrower owes Lender the principal sum of SIXTY FIVE THOUSAND SEVEN HUNDRED AND 00/100

Dollar (U.S. \$ 65,700.00)

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 DECEMBER 1, 2015

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

which has the address of

4524 N. COMMONS DRIVE #402  
(Street)

CHICAGO  
(City)

Illinois

60656  
(Zip Code)

("Property Address")

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TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and production, 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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Handwritten signature/initials

Dec 2 2013 10:23 AM

My Commission Expires 12/28/14  
Joseph A La Zarr  
Notary Public, State of Illinois

Given under my hand and official seal, this 20 day of November, 2013

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set forth

signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he personally known to me to be the same person(s) whose name(s)

do hereby certify that VINCENT J. SCHOLLE, a Notary Public in and for said county and state, County of COOK, STATE OF ILLINOIS.

[Space Save This Line For Acknowledgment]

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) VINCENT J. SCHOLLE

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

- Adjustable Rate Rider
Graduated Payment Rider
Planned Unit Development Rider
Condominium Rider
2-4 Family Rider
Others (specify)

23. Rider 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 boxes]

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

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 recording costs.

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 receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

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 that not prior to acceleration under paragraphs 13 and 17 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 proceedings 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 attorney's fees and costs of title curative.

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

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) by co-signing this Security Instrument only to mortgage, grant and convey to Lender 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 the 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 the 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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\*A CHARGE ASSESSED BY THE LENDER IN CONNECTION WITH THE BORROWER'S ENTERING INTO THIS SECURITY INSTRUMENT TO PAY THE COST OF AN INDEPENDENT TAX REPORTING SERVICE SHALL NOT BE A CHARGE FOR THE PURPOSES OF THE PRECEDING SENTENCE.

requesting payment.

Security instrument. Unless Borrower and Lender agree to other terms of payment, the amount of interest from the date of disbursement at the here rate and shall be payable, with interest, upon notice from Lender to Borrower.

Any amounts disbursed by Lender under this paragraph 7 shall be deemed to be secured by this Security instrument. Lender may take action under this paragraph 7. Lender does not have to do so.

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