

(ZIP CODE)

CHICAGO, ILLINOIS 60601

This instrument was prepared by Edward H. Schaefer, Attorney at Law, 180 N. LaSalle St., Chicago, II 60601

Given under my hand and official seal this 17th day of November 1988

appeared before me this day in person, and acknowledged that she subscribed to the foregoing instrument, whose name is

ALICE M. OWEN

of the State of Illinois, County of Cook, in and for said County

Witness my hand and seal this 17th day of November 1988

Notary Public in and for said County of Cook, Illinois

Witness my hand and seal this 17th day of November 1988

Notary Public in and for said County of Cook, Illinois

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Witness my hand and seal this 17th day of November 1988

obligations covered

3758668

SEE EXHIBIT A ATTACHED

affidavit required for

967576

1805 MILLWALK AVE. CHICAGO, IL 60647

2809 LAKE SHORE DR., UNIT 1108, CHICAGO, IL 60657

COLE TAYLOR BANK/MAIN

THIS IS A JUNIOR MORTGAGE

FORM NO. 103

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16. If the payment of said indebtedness or any part thereof is extended or varied or if any part of the security is released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to answer to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereon for proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon successors and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby and the holder of the mortgage named herein and the holder of the mortgage from time to time, of which use herein shall include the successors and assigns of the Mortgagee named herein and the holder of the mortgage from time to time, of the note secured hereby.

19. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

20. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

21. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party instituting same in an action at law upon the note hereby secured.

22. (1) The deficiency in case of a sale and deficiency. (2) The deficiency in case of a sale and deficiency. (3) The deficiency in case of a sale and deficiency. (4) The deficiency in case of a sale and deficiency. (5) The deficiency in case of a sale and deficiency. (6) The deficiency in case of a sale and deficiency. (7) The deficiency in case of a sale and deficiency. (8) The deficiency in case of a sale and deficiency. (9) The deficiency in case of a sale and deficiency. (10) The deficiency in case of a sale and deficiency. (11) The deficiency in case of a sale and deficiency. (12) The deficiency in case of a sale and deficiency. (13) The deficiency in case of a sale and deficiency. (14) The deficiency in case of a sale and deficiency. (15) The deficiency in case of a sale and deficiency. (16) The deficiency in case of a sale and deficiency. (17) The deficiency in case of a sale and deficiency. (18) The deficiency in case of a sale and deficiency. 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UNOFFICIAL COPY

Property of

The south sixty (60) feet (except the west four hundred (400) feet thereof) of LOT SIX (6) and LOT SEVEN (7) (except the west four hundred (400) feet thereof), in the Assessor's Division of Lots One (1) and Two (2) in the subdivision by the City of Chicago of the East Fractional Half (1/2) of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, said premises being otherwise described as follows: - Beginning at a point in the south line of said Lot Seven (7), 400 feet East of the west line thereof (said west line being coincident with the west line of the Northeast Fractional Quarter (1/4) of Section 28 aforesaid); thence North parallel with the west line of Lots 7 and 6 aforesaid 199.3 feet; thence East parallel with the south line of said Lot Seven (7) to the dividing or boundary line between the lands of Lincoln Park Commissioners and the lands of Shore Owners, as established by Decree of the Circuit Court of Cook County, Illinois, entered October 31, 1904 in Case No. 256288, entitled "Augusta Lehmann, et al, against Lincoln Park Commissioners"; running thence southeasterly along said boundary line to the south line of said Lot Seven (7); and running thence west along said south line to the place of beginning.

An undivided .1429% interest (except the units delineated and described in said survey) in and to the following described premises:

ITEM 2.

UNIT 1108 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 8th day of June, 1979 as Document Number 3096368.

ITEM 1.

EXHIBIT A

8996578

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Public liability insurance. The undersigned shall take such actions as may be reasonable to insure that the Owners

On 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 the undersigned are hereby assigned and shall be paid to Bank for application to the sums secured by the Security Instrument, with any excess paid to the undersigned.

The undersigned shall give Bank prompt notice of any lapse in requested hazard insurance coverage.

(11) The undersigned's obligation under Uniform Covenant 2 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.

(1) Bank waives the provision in Uniform Covenant 2 for the monthly payment to Bank of one-twelfth of the yearly premium installments for hazard insurance on the property, and

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 Bank and which provides insurance coverage in the amounts, for the periods, and against the hazards Bank requires, including fire and hazards included within the term "extended coverage," then:

A. Condominium Obligations. The undersigned shall perform all of her obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are: (i) Declaration or any other document which creates the Condominium Project; (ii) By-Laws; (iii) code of regulations; and (iv) other equivalent documents. The undersigned shall promptly pay, when due, all dues and assessments imposed pursuant to the constituent documents.

COMDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the undersigned and Bank further covenant and agree as follows:

THIS CONDOMINIUM RIBER is made this 17th 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 to secure the obligation of Chuck C. Owen, Jr., the husband of the undersigned to Cole Taylor Bank/Main (the "Bank") under paragraph 6 of that Settlement Agreement of the same date and covering the property described in the Security Instrument and located at: 2800 Lake Shore Dr., Chicago, IL. The property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as Unit 1108 at 2800 Lake Shore Drive Condominium Association (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 the undersigned's interest in the Owners Association and the use, proceeds and benefits of the undersigned's interest.

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Alice M. Owen

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

P. Remedies. If the undersigned does not pay condominium dues and assessments when due, then Bank may pay them. Any amounts disbursed by Bank under this paragraph shall become additional debt of the undersigned secured by the Security Instrument. Unless the undersigned and Bank agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of 10% per annum and shall be payable, with interest, upon notice from Bank to the undersigned requesting payment.

(IV) Any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Bank.

(III) Termination of professional management and assumption of self-management of the Owners Association; or

(II) Any amendment to any provision of the constituent documents unless the provision is for the express benefit of Bank;

(1) 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;

E. Lender's Prior Consent. The undersigned shall not, except after notice to Bank and with Bank's prior written consent, either partition or subdivide the property or consent to:

D. Condemnation. The proceeds of any award to claim for damages, direct or consequential, payable to the undersigned 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 Bank (subject to the undersigned's obligations under any prior perfected mortgage). Such proceeds shall be applied by Bank to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

Association maintains a public liability insurance policy, acceptable in form, amount, and extent of coverage to Bank.

5898543

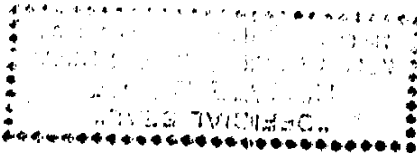
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3758669



Commission expires June 3, 1972

Notary Public
[Signature]

Given under my hand and official seal, this 1st day of December, 1967.

The undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Charles C. Owen, Jr. married to LINDA M. OWEN personally known to me to be the same person whose name is subscribed to the foregoing release and waiver of the Homestead Exemption Law, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said release and waiver as his free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS

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2/23/08 vs Mtg
12/2/07
1/2/08

3758668

REGISTRAR & CLERK
Dec 7 1 37 PM '08

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