

# UNOFFICIAL COPY

CONDOMINIUM RIDER

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THIS CONDOMINIUM RIDER is made this **26TH** day of **OCTOBER**, **1989**,  
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 SUBURBAN MORTGAGE CORPORATION**

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

**1560 SANDBURG TERRACE-UNIT 2508, CHICAGO, ILLINOIS 60610**

(Property Address)

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

(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.

**CONDONIUM 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," (hereinafter referred to as "the hazard insurance policy"),

(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.

  
VICKI L. GORMLEY

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower  
(Sign Original Only)

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 26  
1989 The mortgagor is VICKI L. GORMLEY, SPINSTER

("Borrower"). This Security Instrument is given to FIRST SUBURBAN MORTGAGE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS which is organized and existing under the laws of THE STATE OF ILLINOIS 890 EAST HIGGINS ROAD-SUITE 151 SCHAUMBURG, ILLINOIS 60173

, and whose address is

("Lender").

Borrower owes Lender the principal sum of SEVENTY ONE THOUSAND THREE HUNDRED AND NO/100

Dollar (U.S.\$ 71,300.00). 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 NOVEMBER 1, 2019. 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 NUMBER 2508J, IN CARL SANDBURG VILLAGE CONDOMINIUM UNIT NUMBER 7, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 (EXCEPT THE NORTH 85.05 FEET AND THE EAST 30.00 FEET THEREOF), LOT 2 (EXCEPT THE SOUTH 56.30 FEET OF THE WEST 175.50 FEET THEREOF), LOT 3 AND THAT PORTION OF GERMANIA PLACE LYING WEST OF THE WEST LINE OF THE SAID EAST 30.00 FEET OF LOT 1 EXTENDED SOUTH TO THE NORTH LINE OF SAID LOT 2, ALL IN CHICAGO LAND CLEARANCE COMMISSION NUMBER 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 32 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25382049 AND FILED AS DOCUMENT LR3179558, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

17-04-207-087-1302  
VOLUME 498

which has the address of 1560 SANDBURG TERRACE-UNIT 2508, CHICAGO  
[Street] (City)

Illinois 60610 ("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 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.

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The seal is rectangular with a decorative border. The words "OFFICIAL SEAL" are at the top, followed by "State of Illinois" and "Eldis J. Thompson" below it.

**FIRST SUBURBAN MORTGAGE  
890 EAST HIGGINS ROAD - SUITE 151  
SCHAUMBURG, ILLINOIS 60173**

RECORD AND RETURN TO

SCHAUMBURG, IL 60173

PREPARED BY:

My Commission expires:

sec fourth.

Given under my hand and official seal, this

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he /SHE signed and delivered the said instrument as HIS / HER free and voluntary act, for the uses and purposes herein

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

By hereto certify that WIGGIE L. GORNLEY, SPINSTER

a Notary Public in [redacted] county and state.

1989 NOV - 1 PM & US  
CAROL MOSELEY BRAIN  
REGISTRAR OF TITLES  
County ss:

UCCU *John May* ICKI L. GORMLEY  
—Gormley (Seal)

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

Planned Unit Development Rider       Graduate Program Rider       Other(s) [Specify] \_\_\_\_\_

22. Whether or fromestead, 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 coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]  
 1-4 Family Rider      XXX Nonresident Rider      XX Adjustable Rider

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 judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property received by the receiver without notice to the Borrower.

21. Releases. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recodification costs.

19. Acceleration; Remedies. Lender shall have 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; (d) that failure to cure the notice date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclose the debt specified in the notice, and sell the property. The notice shall further inform Borrower of the right to reinstate after acceleration by judicial proceeding and the right to assert in the foreclosure the non-existence of a default in any other respect or its option to accelerate payment in full of all sums secured by this Security Instrument without demand and may require immediate payment in full of all sums secured by this Security Instrument. 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 evidence.

**NON-CONFORMING CONTRACTS** Breach of contract and tender further agreement and agree as follows.

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

Chances, hazards and losses arising out of the ownership and operation of the property shall be borne by the Lender. If under paragraph 19 of the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

The Proprietary or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration of repair is economically feasible and Lender, security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore Borrower's property, or does not answer within 30 days a notice from Lender that the insurance carrier has abandoned the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower, it is agreed that the insurance carrier shall be liable to Lender for the amount of the insurance premium paid to the insurance company for the period of time remaining on the policy.

All insurance policies shall be renewable to Leader and shall include a standard mortgage clause. Leader shall have the right to hold the policies and renewals. If Leader, Borrower or third party make a proposal to the insurance company to hold the policies and renewals, in the event of loss, Borrower shall give prompt notice to the insurance company of said proposal so as to make it binding on the insurance company.

**3. Hazard Insurance.** Borrower shall keep the property covered by the hazard insurance in good repair and shall not commit any act which would impair its insurability.

Borrower shall prominently disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) commutes in good faith the lien by, or delegates against notice to Lender's opinion operate to prevent the holder of the lien from foreclosing the lien or deferring its enforcement until the date of payment of the debt or the date of the sale of the property; (c) secures from the holder of the lien a written agreement to defer the enforcement of the lien for a period of at least one year; or (d) secures from the holder of the lien a written agreement to defer the enforcement of the lien for a period of at least one year.

4. **Chargé:** Lienes. Borrower 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 rents, if any, pay them on time and directly to the person entitled thereto. Borrower shall promptly furnish to Lender to be paid under this paragraph, if Borrower makes these payments directly. Borrower shall furnish to Lender to pay them on time and directly to the person entitled thereto. Borrower shall provide all notices of amounts to be paid under this paragraph, if Borrower makes these payments directly. Borrower shall furnish to Lender to receive evidence concerning the payments.

### **3. Application of Payments.**

amounts necessary to make up the deficiency in one of more payments as required by Lender.

by Lender in connection with Borrower's entitlement to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preexisting sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to the Funds an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made as additional security for the sums secured by this Security instrument.

basis of current and reasonable estimates of future escrow items.

to consider of one day showing his premises and the other day showing his premises to another person.

1. Payment of **Principals and Interest**; **Prepayments and Meters**; **late charges**, **Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment made under the Note.**
2. **Funds for Taxes and Insurance.** **Subject to the day-to-day authority given under the Note, until in full all sums ("Funds") equal to 10% under the Note, shall be paid in full to a Lender, Borrower shall pay the principal of and interest on the debt evidenced by the Note and any prepayment made under the Note.**

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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 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) 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.