

## UNOFFICIAL COPY

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UNIT 4-L IN 720 GORDON TERRACE CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (COLLECTIVELY THE "PARCEL"); PARCEL 11; LOTS 5 AND 6 IN BLOCK 3 IN WILDER'S ADDITION TO BUENA PARK IN PRINCIPAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE WILDER'S ADDITION TO BUENA PARK 3 AND 21, SUB LOTS 26 AND 27 IN WILDER'S SUBDIVISION OF LOT 7 IN BLOCK 4 IN LOT 7 IN BLOCK 4 IN WILDER'S ADDITION TO BUENA PARK IN PRINCIPAL, IN COOK COUNTY, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE WILDER'S ADDITION TO BUENA PARK 3 AND 21, SUB LOTS 5, 6, 7 AND 8 AND THAT PART OF LOT 25 LYING BETWEEN THE EAST LINE OF LOT 4 EXTRANDED NORTH AND THE EAST LINE OF LOT 8 EXTRANDED NORTH, BEING LINE OF LOTS 4 EXTRANDED NORTH AND THE EAST LINE OF LOT 8 EXTRANDED NORTH, BEING SUBDIVISION OF PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, BEING A SUBDIVISION OF LOTS 5, 6, 7 AND 8, ALL IN ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY GRANTOR, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, REGISTRATION NUMBER NO. 2049 225 AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF RECORDS TOWNS OF EWOOD COUNTY, AS DOCUMENT NO. 3024350, TOGETHER WITH AN UNDIVIDED 0.43 PERCENT INTEREST IN THE PARCEL (EXCEPTING FROM THE PARCEL ALL THE PROPERTY AND SPACE CONTINUOUS WITH THE UNITS THEREOF AS DIVIDED AND SET FORTH IN SAID DECLARATION AND SURVEY), TOGETHER WITH THE TENEMENTS AND APURTMENTS APPERTAINANT TO THIS UNIT, THE RIGHTS AND BASKETS FOR THE BENEFIT OF THE UNIT SET FORTH IN THE AGREED DECLARATION, IN COOK COUNTY, ILLINOIS.

ADDENDUM "A"  
LBN # 730665  
GEORGE A. SCHULZ  
DORIS PAUL SCHULZ

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MULTISTATE CONDOMINIUM RIDER—Single Family—ENMA/EHMG UNIFORM INSTRUMENT

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Form 3140 12/83

Borrower  
[Signature]  
[Seal]Holder  
[Signature]  
[Seal]DORIS PAUL SCHULZ  
*Doris Paul Schulz*GEORGE A. SCHULTZ  
*George A. Schultz*

BY SIGNING BELOW, BORROWER AGREE(S) TO THE TERMS AND PROVISIONS CONTAINED IN THIS CONDOMINIUM RIDER.

Any amendment to the Note rate and shall be payable, will interfere, upon notice from Lender to Borrower or Securitization Trustee under this parallel Facility due and payable additional debt of Borrower required by the Security Instrument. Unless Borrower and Lender agree to alter terms of payment, these amounts shall be paid by Borrower to Lender from time to time.

If, Remedial, if Borrower does not pay condominium dues and assessments when due, then Lender may pay them, the Owners Association immediately to Lender.

(iv) Any action which would have the effect of rendering the public liability insurance coverage available by

or

(iii) Limitation of professional management and assumption of self-managed benefit of the Owners Association

Lender

(ii) Any amendment to any provision of this Condominium Document relating to the provision is for the express benefit of

eminent domain

(i) The abandonment of termination of Property or contract to:

cancel, either partially or entirely, by the owner of condominium, by life or other cause of taking by condemnation or

If, Lender, after receipt by the Secured Facility, Lender may assign his interest in Lender's Condominium to another, except for written

elements, or for any conveyance in lieu of condominium, and thereby assigned and shall be paid to Lender. Such proceeds

connection with any condominium or other taking, a part of the Property, whether or the unit or the common

b), Condemnation, the proceeds of any award or claim for damages, direct or otherwise final, payable to Borrower in

Accrual of liability insurance, liability exceptable to Lender, amount, and extent of coverage to Lender.

c), Fidelity Insurance, the owner shall take such actions as may be reasonable to insure the Owners

paid to Lender for application to the unit or element, any proceeds payable to Borrower are hereby paid to Borrower.

In the event of a distribution of hazard insurance proceeds in lieu of restoration of property following a loss to the

Borrower shall give Lender a prompt notice of any injury required hazard insurance coverage.

(ii) Borrower shall provide Lender a Uniform Coverage Document to insure hazard insurance coverage on the property

is deemed suitable to the extent of the required coverage by the Owners Association policy.

(i) Lender has a right to receive payment in full from Borrower under Uniform Coverage Document to the property

the year it premium liability insurance for hazard insurance on the property and

within the term "accident coverage", unless

covered in the event, for the period, and applicable to the hazard Lender reasonably likely and hazard included

"master" or "slipper", policy on the Owners Association insurance master, with a generally accepted insurance carrier, a

If, Tenant Insurance, so long as the Owners Association imposed pursuant to the Condominium documents, promptly, when due, all dues and assessments imposed pursuant to the Condominium documents, Borrower shall

promptly pay, when due, (ii) by law, (iii) code of regulations; and (iv) other equivalent documents. Borrower shall

erects the Condominium Project, the "Condominium Document", or any other document which

A, Condominium Document, Borrower shall perform all of Borrower's obligations under the Condominium

Borrower and Lender further covenant and agree as follows:

CONDOMINIUM GOVERNANTS, in addition to the covenants made in the Security Instrument,

including Lender, in the Owners Association or other entity which holds title to property for the benefit of its members or beneficiaries of Borrower's interest.

"Owners Association", holds title to property for the benefit of its members, proceeds or arbitration, the property also

(the "Condominium Project"), if the owners association or other entity which holds title to the Condominium Project (the

Name of Condominium Project)

The property includes a unit in, together with an undivided interest in the common elements of a condominium project

720 GORDON TERRACE UNIT # 4-L, CHICAGO, ILLINOIS 60613

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

GARRY-MURRAY MARK, A CORPORATION OF THE SAME DATE GIVEN BY THE UNDERWRITER (the "Borrower") TO SECURE Borrower's Note to

"Security Interest instrument") of the same date given by the Underwriter (the "Borrower"), Deed of Trust or Security Deed (the

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the

This Condominium Rider is made this 12<sup>th</sup> day of

MARCH, 19<sup>th</sup>.

**CONDOMINIUM RIDER**

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

621582

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NON-UNIFORM COVENANTS Borrower and Lender further agree in and agree to the following:

**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 (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; 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 proceeding 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 attorneys' fees and costs of title evidence.

**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 costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

**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 recordation costs.

**22. Waiver of Homestead.** 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 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 box(es)]

- Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider  
 Other(s) [specify]:

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

*George A. Schultz* .....(Seal)  
 --Borrower  
*George A. Schultz* .....(Seal)  
*Doris Paul Schultz* .....(Seal)  
 --Borrower  
*Doris Paul Schultz*

Submitted by	Address	Phone No.	County	(Seal)
(Please Print)				BORROWER
CAROL MOSELEY BRAUN REGISTRAR OF TITLES				COOK
				ILLINOIS
				3866129
DOSS TO	ADDRESS	PHONE NO.	COUNTY	STATE
NOTIFIED	THE UNDERSIGNED	COOK	ILLINOIS	3866129
RECEIVED	GEORGE A. SCHULTZ AND DORIS PAUL SCHULTZ, HIS WIFE			
do hereby certify that				
I, a Notary Public in and for said county and state,				
GEORGE A. SCHULTZ AND DORIS PAUL SCHULTZ, HIS WIFE				

I, personally known to me to be the same person(s) whose name(s) ARE  
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY  
 signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein  
 set forth.

Given under my hand and official seal, this 12<sup>th</sup> day of MARCH, 1990

My Commission expires:

This Document Prepared By:  
JENNIFER DEMIRO

RECORD AND RETURN TO:  
MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181



3866129  
DUPLICATE

Legal description affects property on Certificate

135509 and other property 3-14-24-100

NOTE IDENTIFIED

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THIS SECURITY INSTRUMENT combines uniform documents for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtelements, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter taken or used for the property. All agreements and additons shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

Illinois 60613 ("Property Address")  
(City) CHICAGO  
which has the address of 720 GORDON TERRACE UNIT # 4-L  
TAX ID #: 14-16-303-035-1194 VOL. 478

3865129

## SEE ATTACHED ADDENDUM "A"

located in COOK County, Illinois.

Note. For this purpose, Borrower does hereby grant and convey to Lender the following described property the Note, (a) the repayment of all other sums which interest, advanced under paragraph 7 to protect the security instrument and modifiication, (b) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and securities to Lender; (c) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and securities to Lender, due and payable on April 1, 2020, which provides for monthly payments, with the first debt, if not paid earlier, due and payable on April 1, 2020, with the second debt, if not paid earlier, due and payable on April 1, 2020, which provides for monthly payments, with the third debt, if not paid earlier, due and payable on April 1, 2020, and so on, until the debt is fully paid.

MORTGAGE SECURED BY THE SECURITY INSTRUMENT

("Borrower"), the Security instrument is given to GARY-WHARTON & AARK, A CORPORATION OF THE STATE OF ILLINOIS which is organized and existing under the laws of IL 60187, and whose address is 120 E. WESLEY STREET, SUITE 100, CHICAGO, IL 60187, and whose address is 1990 George A. Schultz and Doris Paul Schultz, Husband and wife

THIS MORTGAGE ("Security Instrument") is given on MARCH 12th

## MORTGAGE

[Space Above This Line For Recording Data]

3865129

1901 SOUTH MYERS ROAD, SUITE 300  
MIDWEST MORTGAGE SERVICES, INC.  
OAKBROOK TERRACE, IL 60181

PREPARED BY AND MAILED TO:  
LOAN # 730665

# UNOFFICIAL COPY

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.

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