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2000-09-08 15:09:14
Cook County Recorder 33.50



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This instrument was prepared by Kathy Wagner, 515-362-1994, Principal Bank, P.O. Box 9351, Des Moines, Iowa 50306-9467

When recorded return to Principal Bank, P. O. Box 9351, Des Moines, Iowa 50306-9467

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is August 16, 2000. The parties and their addresses are:

MORTGAGOR:


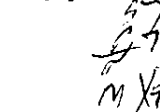
CHARLES ROSS
4515 N Ashland Avenue #2-S
Chicago, Illinois 60640
Single

LENDER:

PRINCIPAL BANK
Organized and existing under the laws of Iowa
P. O. Box 9351
Des Moines, Iowa 50306-9467
42-1466678

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender, the following described property:

PARCEL 1: UNIT NO. 2S IN 4515-17 NORTH ASHLAND CONDOMINIUMS AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 16 IN BLOCK 31 IN TOUHY AND ROGERS ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF GREEN BAY ROAD, EXCEPT THAT PART OF SAID PREMISES LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 17 AS CONVEYED TO THE CITY OF CHICAGO FOR WIDENING OF ASHLAND AVENUE, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 15, 1979 AND KNOWN AS TRUST NUMBER 46819 AND RECORDED FEBRUARY 28, 1980 AS DOCUMENT 25376263

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TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION. PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE G1, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 26376263. DJM# 14-17-112-039-1002

The Property is located in Cook County at 4515 N Ashland Avenue #2-S, Chicago, Illinois 60640. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$20,000.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. This Security Instrument will secure the following Secured Debts:

A. Specific Debts The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 1406213, dated August 16, 2000, from Mortgage to Lender, with a maximum credit limit of \$20,000.00 with an initial interest rate of 6.990 percent per year maturing on August 16, 2010. One or more of the debts secured by this Security Instrument contains a future advance provision.

B. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. PAYMENTS. Mortgage agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

5. WARRANTY OF TITLE. Mortgage warrants that Mortgage is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgage also warrants that the Property is unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgage agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgage receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Mortgage will pay all taxes, assessments, liens, encumbrances, lease-payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgage to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgage's payment. Mortgage will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgage agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgage may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debts to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, as applicable.

9. WARRANTIES AND REPRESENTATIONS. Mortgage has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgage or to which Mortgage is a party.

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10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in and to any and all:

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as Leases).

B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. This assignment will remain in effect during any redemption period until the Secured Debts are satisfied. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however, Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this Security Instrument are material obligations under the Secured Debts and this Security Instrument. If Mortgagor breaches any covenant in this Security Instrument, Lender may refuse to make additional extensions of credit or may reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

14. **DEFAULT.** Mortgagor will be in default if any of the following occur:

A. **Fraud.** Mortgagor engages in fraud or material misrepresentation in connection with the Secured Debts.

B. **Payments.** Any party obligated on the Secured Debts fails to make payment when due.

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

Mortgagor represents, warrants and agrees that: under any Environmental Law, "hazardous material," "toxic substance," "hazardous waste," "hazardous waste," or "regulated substance" public health, safety, welfare or environment. The term includes, without limitation, any substances defined as or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous (CERCLA), all other federal, state and local laws, regulations, ordinances, court orders, attorney general Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act As used in this section, (1) Environmental

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental release. Security Instrument will remain in effect until released. Lender agrees to pay for any recordation costs of such collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code. This the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs at the highest interest rate in effect as provided for in the terms of Secured Debts. To the extent permitted by fees. These expenses are payable on demand and will bear interest from the date of payment until paid in full protecting Lender's rights and remedies under this Security Instrument. Expenses include reasonable attorneys' security interest. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing, or not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's performing such covenants or protecting its security interest in the Property. Such expenses include, but are breaches any covenant in this Security Instrument. Mortgagor agrees to pay all expenses Lender incurs in 16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor

does not waive Lender's right to later consider the event a default if it happens again. require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to anytime thereafter. At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal will become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or Property not sold on foreclosure. payable, to foreclose against all or any part of the Property. This lien will continue as a lien on any part of the foreclosure actions. Upon default, Lender will have the right, without declaring the whole indebtedness due and provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to instrument, Lender may accelerate the Secured Debts and foreclose this Security Instrument in a manner 15. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security

Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

D. Executive Officers. Mortgagor is an executive officer of Lender or an affiliate and Mortgagor becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

C. Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the

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B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.

C. Mortgagor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause."

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured Lender may obtain insurance to protect Lender's interest in the Property. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance.

20. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. CO-SIGNERS. If Mortgagor signs this Security Instrument but does not sign the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

23. OTHER TERMS. The following are applicable to this Security Instrument:

A. Line of Credit. The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

24. APPLICABLE LAW. This Security Instrument is governed by the laws of Iowa, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor

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30. WAIVER OF TRIAL FOR ARBITRATION. Lender and Mortgagee understand that the parties have the right or opportunity to litigate any Dispute through a trial by Judge or Jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. Lender and Mortgagee voluntarily and knowingly waive the right to have a trial by jury or Judge during any arbitration of any Dispute.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Security Instrument, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Security Instrument or another writing. Lender and Mortgagee acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Mortgagee involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section. The arbitrator's award. The judgment or decree will be enforced as any other judgment or decree. Any court having jurisdiction may enter a judgment or decree on a question not arising out of this Transaction. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in equity. Whether individual, joint or class in nature, or whether based on contract, tort or any other matter at law or in fact, the arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, to compel arbitration.

Lender or Mortgagee may seek provisional remedies at any time from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Mortgagee. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of our right to compel arbitration. Lender and Mortgagee must all consent to arbitrate any Dispute concerning a debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property secured by this real property and underlying the Dispute before, during or after any arbitration. Lender may also enforce the debt secured by this real property and underlying the Dispute before, during or after any arbitration.

29. AGREEMENT TO ARBITRATE. Lender or Mortgagee may submit to arbitration any dispute, claim or other matter in question between or among Lender and Mortgagee that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Mortgagee agree to in writing. For purposes of this section, this Transaction includes the Security Instrument and any other documents, instruments and proposed loans or extensions of credit that relate to this Security Instrument. Lender or Mortgagee will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

28. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgagee will inform Lender in writing of any change in Mortgagee's name, address or other application information. Mortgagee will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagee gives Lender will be correct and complete. Mortgagee agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagee's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

27. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

26. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagee and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagee.

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SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

CR
Charles Ross

00699427

ACKNOWLEDGMENT.

(Individual)

State of Illinois, County of Cook ss.

This instrument was acknowledged before me this 18th day of August, 2000
by Charles Ross, Single.

My commission expires:

Sandra Soltis
(Notary Public)



Cook County Clerk's Office