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This document was prepared by and should be returned to:

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**AFFIDAVIT IN SUPPORT OF ENCUMBRANCE AGAINST  
UNIT 2N OF 1421 N. STATE PARKWAY, CHICAGO, ILLINOIS**

I, Dennis M. Saletta, an individual, do hereby certify that the statements set forth in this Affidavit are true and correct, except as to matters herein stated to be on information and belief.

1. I am an officer of American National Bank and Trust Company of Chicago (the "Bank").
2. On or about November 1, 1993, Veronica S. O'Neill, made, executed and delivered that certain Security Agreement Co-Operative Apartment (the "Security Agreement") covering apartment 2N in the building commonly known as 1421 N. State Parkway, Chicago, Illinois (the "Premises") in favor of the Bank.
3. Attached hereto as exhibit A and incorporated herein by specific reference is, on information and belief, an exact reproduction of the original Security Agreement.
4. Attached hereto as exhibit B and incorporated herein by specific reference is the legal description of the Premises, the PIN for which is 17-03-102-011-0000.

Further Affiant Sayeth Not.

DATED: January 23, 2001

Dennis M. Saletta

Subscribed to and sworn before me  
this 23<sup>rd</sup> day of January, 2001

Notary Public  
My commission expires 1/23/01



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7/31/92

## SECURITY AGREEMENT CO-OPERATIVE APARTMENT

THIS AGREEMENT dated the 1ST day of NOVEMBER, 1993 is an Agreement between the Borrower, VERONICA S. O'NEILL, and the Lender, The First National Bank of Chicago, a national banking association created and existing under the laws of the United States of America, and having an office at One First National Plaza, Chicago, Illinois 60670.

In this Agreement, the words I, me, my, mine and myself mean each person whose name appears at the top of this page. The words you, your and yours mean The First National Bank of Chicago.

1. On the same date as this Agreement, I have also signed a Note to you for \$ 901,200.00, plus interest, as evidence of my debt. I agree to repay this debt as required by the terms of the Note.

2. I own 55 shares of the capital stock of 1421 N. STATE PARKWAY TENANTS (the "Corporation"). Ownership of these shares gives me a Proprietary Lease to Apartment No. 2N (the "Apartment") in the building known as 1421 STATE PARKWAY in the city of CHICAGO, ILLINOIS (the "Building Address").

3. As collateral security for my debt to you under the Note and for other liabilities and obligations which I may have to you, whether now existing or hereafter contracted and howsoever acquired by you (herein called the "Obligations"), I now give you a Security Interest in all my rights and interests in these Shares and in the Lease and all amendments, extensions and replacements thereto and the proceeds thereof, including insurance proceeds. (The Shares, Lease and proceeds are together called the "Security".)

4. I now turn over to you the Certificates for my shares and the duplicate original of my Lease. If the Certificate or Lease should come into my possession before my debt is paid in full, I will promptly return them to you. I will also deliver to you without any specific request from you any replacement Shares or additional Shares that may be allocated to this Apartment, any new or replacement Lease, and any amendments or extensions to the Lease. Any such Shares and Lease that I receive at a later date shall be part of the Security for my debt to you.

5. No one besides myself owns or has any interest in or any claims against the Shares or the Lease. I will do what is necessary to protect my Shares and Lease against all claims of other persons. I will also defend your right to the Security against any claims of other persons, and I shall keep the Security free of other liens.

6. I agree that no sale of the Shares or Lease shall be made except in full compliance with this Agreement and with all laws, rules, regulations and orders which apply.

7. I will provide, at no cost to you, whatever signed documents you need to establish and protect your Security Interest in the Shares and Lease. I

**EXHIBIT A**

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also authorize you to prepare and sign those documents you need to establish and protect your Security Interest in the Shares and Lease. I also authorize you to prepare and sign those documents in my name and to file or record them with the proper governmental agencies. If you wish to file a Financing Statement, you may do so without my signature on the Statement. If you wish to record the Lease or this Agreement or any other related document, you may do so, and I will pay all fees and taxes you may be charged.

4, If any of the following events should occur, I will be in default. You will then have the right to demand payment of the entire amount I owe you, with interest up to the day you receive payment. I will be in default:

- a. if any payment required by the Note or on any other Obligation to you is not made when due;
- b. if any payment required by my Lease is not made on time, or if any of the terms or conditions of the Lease have been violated;
- c. if either I or the Corporation cancels my Lease;
- d. if I become insolvent, or if any proceeding under any insolvency or bankruptcy law is started either by or against me;
- e. if I transfer, sell, assign or give another security interest in my Shares or the Lease without first paying in full what I owe you under the Note and all other Obligations;
- f. if any of the statements I have made in this Agreement are not true or correct; or
- g. if I have not complied with any of the terms and conditions of this Agreement.

9. If I am in default and you demand payment of the entire amount I owe you, you will notify me at the Building Address by registered or certified mail, return receipt requested. I will then have 15 days from the mailing of the notice to pay what I owe you. If I do not do so, you will have the right, in addition to all your other legal rights, to sell the Security at public or private sale. You will have the right to choose the time and place of sale and to dictate the terms of the sale. A sale conducted according to the usual practice of banks selling similar security will be considered reasonably conducted.

10. The following are some of the choices available to you if you decide to sell (or keep) the Security:

- a. You may sell for immediate cash payment or on credit for future delivery of the Shares and Lease. If the sale is on credit, you may keep the Security until the sale price is paid. You will not be liable if the buyer fails to pay, and you may then resell the Security.
- b. You may delay selling the Security if you reasonably expect to receive a better price at a later date. Unless you are grossly

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negligent, you will not be liable to me if the Security loses value during the delay. If you have the right to sell the Security and have not begun to do so within 90 days, I may demand that you go ahead with the sale or else allow me to make the sale at my own expense. However, you will not be required to sell if the net proceeds would not be enough to repay my debt to you in full. On the other hand, you may not prevent me from making the sale if the net proceeds would be sufficient to repay my debt to you in full.

- c. If you decide to keep the Security rather than sell it, you must notify me by registered or certified mail, return receipt requested. I will then have 30 days to object in writing. If I object, you must offer the Security for sale, and you must sell it if the net proceeds would be large enough to repay my debt to you in full. If no purchase offer is large enough, you can decide to keep the Security in full satisfaction of my debt, even if I object.

11. If you sell the Security, the proceeds shall be applied as follows:

First to the expenses of collecting, selling and delivering the Security, including (but not limited to) attorneys' fees, brokerage commissions, transfer fees and taxes;

Next, to the payment of any rent or other charges due under the Lease;

Then, to the payment of my debt to you in full; Finally, the surplus, if any, will be paid to me, unless there are other valid claims to this money.

12. I agree that I will have no right to redeem my Security after a sale, and I specifically waive and release this right.

13. In connection with the sale of the Security, you have the right to complete the incomplete Stock Power and Assignment of Proprietary Lease so that you can transfer the Shares and the Lease.

14. If you sell my Security, I will promptly on your demand give up my Apartment to the Buyer. Both the buyer and you will have the right to start legal proceedings to get possession of the Apartment if I refuse to give it up.

15. I agree that the Corporation will not be liable to me if it transfers my Shares and Lease as required by this Agreement, if it evicts me from the Apartment because I have failed to pay the Note or other Obligations owing to you on demand, or if it refuses to transfer my Shares and Lease to another person without your consent. I will repay the Corporation for any expenses or liability it may incur from any of these actions.

16. You have the right to make payments for me or to take any action needed to comply with the terms of my Lease, but you are not required to do so. If you make any payments or incur any expenses in taking such action, I will repay you with interest at the maximum legal rate, at your request. If you taken any action to protect your Security, or to defend any of your rights under this Agreement, I will repay you at your request for your expenses, including your reasonable attorneys' fees, with interest at the maximum legal

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rate. All of these payments and expenses will be part of my total debt to you and may be paid from the proceeds of the sale of my Security.

17. You have the right to assign this agreement and your rights to the Security to another lending institution or person without my consent.

18. Until you have demanded payment in full, I will have all the rights and privileges of a shareholder and leaseholder, including the rights:

- a. to vote the shares at any meeting of the shareholders of the Corporation;
- b. to receive any dividends from the Corporation;
- c. to benefit from any income tax deductions available to the shareholders of the Corporation; and
- d. to occupy the Apartment

19. I will have the exclusive responsibility for making all payments required by the Lease and for complying with all of the terms and conditions of the Lease. I agree that you have no responsibility for doing any of those things and that you are not under any circumstances to be considered the leaseholder of the Apartment.

20. You will have the right to receive any distribution of capital from the Corporation, which you will use to reduce the amount I owe you.

21. If more than one person signs this Agreement, each signer will be fully responsible for complying with its terms.

22. My legal representatives, my executors, administrators and heirs will all be responsible for carrying out the terms of this Agreement.

23. This Agreement contains the full understanding between you and me and may only be changed in writing.

I have signed this Agreement on the date shown at the beginning of this document.

*Veronica S. O'Neill*  
VERONICA S. O'NEILL

THE FIRST NATIONAL BANK OF CHICAGO

By: *[Signature]*  
Title: VICE PRESIDENT

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## **EXHIBIT B** **LEGAL DESCRIPTION**

LOT 31 AND THE NORTH 5 FEET OF LOT 30 IN BLOCK 3 IN CATHOLIC BISHOP OF CHICAGO LAKE SHORE DRIVE ADDITION, BEING A SUBDIVISION OF THE NORTH 18 83/100THS CHAINS OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-03-102-011-0000

Property of Cook County Clerk's Office

**EXHIBIT B**  
**LEGAL DESCRIPTION**