

Handwritten signature

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2005/0054 03 001 Page 1 of 6
2001-08-24 11:18:03
Cook County Recorder 31.50

RECORDATION REQUESTED BY:
First American Bank
P.O. Box 307
201 S. State Street
Hampshire, IL 60140



WHEN RECORDED MAIL TO:
First American Bank
P.O. Box 307
201 S. State Street
Hampshire, IL 60140

SEND TAX NOTICES TO:
PATRICIA L. PARCHEM
195 HARBOR, UNIT# 2102
CHICAGO, IL 60611

FOR RECORDER'S USE ONLY

TICOR TITLE INSURANCE

This Mortgage prepared by:
Loan Operations
First American Bank
80 Stratford Dr
Bloomington, IL 60108

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$266,100.00.

THIS MORTGAGE dated August 1, 2001, is made and executed between PATRICIA L. PARCHEM, whose address is 195 HARBOR, UNIT# 2102, CHICAGO, IL 60611 (referred to below as "Grantor") and First American Bank, whose address is P.O. Box 307, 201 S. State Street, Hampshire, IL 60140 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in COOK County, State of Illinois:

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 195 HARBOR, UNITS #2102 AND 2103, CHICAGO, IL 60611. The Real Property tax identification number is 17-10-401-014-1174 AND 17-10-401-014-1175.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of

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MORTGAGE
(Continued)

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Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness

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EXHIBIT 'A'

GRANTOR: PARCHEM

PIN #: 17-10-401-014-1174 & 17-01-401-014-1175

PARCEL 1:

UNITS 2102 AND 2103 IN THE PARKSHORE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF PARCEL "A" AS LOCATED AND DEFINED IN THE PLAT OF "LAKE FRONT PLAZA" SUBDIVISION (BEING A SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON THE 30TH DAY OF APRIL, 1962 AS DOCUMENT NUMBER 19461961) AND RUNNING THENCE NORTH ALONG A NORTHWARD EXTENSION OF THE EAST LINE OF SAID PARCEL "A" (SAID NORTHWARD EXTENSION BEING ALSO THE WEST LINE OF A STRIP OF LAND, 66.00 FEET WIDE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY PLAT OF DEDICATION RECORDED IN SAID RECORDER'S OFFICE ON THE 14TH DAY OF MARCH, 1979 AS DOCUMENT NUMBER 24879710) A DISTANCE OF 176.195 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 235.083 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREINAFTER DESCRIBED PARCEL OF LAND, THENCE CONTINUING ALONG THE LAST DESCRIBED PERPENDICULAR LINE A DISTANCE OF 189.959 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF NORTH LAKE SHORE DRIVE, AS SAID NORTH LAKE SHORE WAS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 14TH DAY OF MARCH, 1979 AS DOCUMENT NUMBER 24879713; THENCE SOUTHWARDLY ALONG SAID WEST LINE OF NORTH LAKE SHORE DRIVE, A DISTANCE OF 146.790 FEET; THENCE CONTINUING SOUTHWARDLY ALONG SAID WEST LINE OF NORTH LAKE SHORE DRIVE, SAID WEST LINE BEING HERE AN ARC OF A CIRCLE, CONCAVE WESTERLY AND HAVING A RADIUS OF 2,854.789 FEET, AN ARC DISTANCE OF 85.893 FEET TO THE NORTHEAST CORNER OF BLOCK 2 OF HARBOR POINT UNIT NUMBER 1, A SUBDIVISION RECORDED IN SAID RECORDER'S OFFICE ON THE 13TH DAY OF DECEMBER, 1974 AS DOCUMENT NUMBER 22935649; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 169.878 FEET TO AN INTERSECTION WITH A LINE WHICH IS 235.083 FEET EAST OF AND PARALLEL WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A" IN "LAKE FRONT PLAZA" SUBDIVISION AS AFORESAID; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE (SAID PARALLEL LINE BEING PERPENDICULAR TO SAID NORTH LINE OF BLOCK 2 IN HARBOR POINT UNIT NUMBER 1) A DISTANCE OF 232.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED, JUNE 27, 1995 AS DOCUMENT NUMBER 95414156, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 SOLELY FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER AND ACROSS CERTAIN IMPROVED PORTIONS OF THE EXISTING GARAGE; EXISTING RAMPS AND EXISTING ADJACENT AREAS NOW LOCATED ON THE PROPERTY COMMONLY KNOWN AS 174 NORTH HARBOR DRIVE, CHICAGO, ILLINOIS PURSUANT TO THE TERMS, CONDITIONS AND RESERVATIONS CONTAINED IN THE AMENDED AND RESTATED

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GRANT OF EASEMENTS DATED AUGUST 29, 1989 AND RECORDED ON SEPTEMBER 1, 1989 AS DOCUMENT 89410952, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 SOLELY FOR UTILITY PURPOSES AND VEHICULAR AND PEDESTRIAN ACCESS UNDER AND ACROSS THE PROPERTY NORTH OF AND ADJACENT TO THE PROPERTIES COMMONLY KNOWN AS 175 AND 195 NORTH HARBOR DRIVE, CHICAGO, ILLINOIS PURSUANT TO THE TERMS, CONDITIONS AND RESERVATIONS CONTAINED IN THE AMENDED AND RESTATED GRANT OF EASEMENTS DATED AUGUST 29, 1989 AND RECORDED ON SEPTEMBER 1, 1989 AS DOCUMENT 89410952, WHICH EASEMENT AREA IS DESCRIBED AS FOLLOWS:

UTILITY, VEHICULAR AND PEDESTRIAN ACCESS EASEMENT

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PART OF SAID LANDS BEING A PARCEL COMPRISED OF THE LAND, PROPERTY AND SPACE LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 28.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH OF SAID PARCEL, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: :

COMMENCING AT THE NORTHEAST CORNER OF PARCEL "A" IN THE PLAT OF "LAKE FRONT PLAZA" SUBDIVISION (BEING A SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 30TH DAY OF APRIL 1962, IN BOOK 615 OF PLATS AT PAGES 4 TO 9, INCLUSIVE, AS DOCUMENT NO. 18851961), AND RUNNING THENCE NORTH ALONG THE NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", (SAID NORTHWARD EXTENSION BEING ALSO THE WEST LINE OF A STRIP OF LAND, 50.00 FEET WIDE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY DEED OF DEDICATION RECORDED IN SAID RECORDER'S OFFICE ON THE 14TH DAY OF MARCH, 1979, AS DOCUMENT NO. 24879730), A DISTANCE OF 176.195 FEET; THENCE EASTWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING OF SAID PARCEL OF LAND, THENCE NORTHWARDLY ALONG A LINE WHICH IS 66.00 FEET EAST OF AND PARALLEL WITH SAID NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE EASTWARD ALONG A LINE PERPENDICULAR TO SAID NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", A DISTANCE OF 122.16 FEET; THENCE SOUTHWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 30.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 231.00 FEET, MEASURED PERPENDICULARLY, NORTH OF AND PARALLEL TO THE NORTH LINE OF BLOCK 2 IN HARBOR POINT UNIT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 31, 1974 AS DOCUMENT NO. 22935649; THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 122.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES 344 & 345, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 95414356.

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**MORTGAGE
(Continued)**

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payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Illinois. This Mortgage has been accepted by Lender in the State of Illinois.

WAIVE JURY. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Definitions. The following words shall have the following meanings when used in this Mortgage:

BORROWER. The word "Borrower" means PATRICIA L. PARCHEM, and all other persons and entities signing the Note.

EVENT OF DEFAULT. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

GRANTOR. The word "Grantor" means PATRICIA L. PARCHEM.

GUARANTY. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

INDEBTEDNESS. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

LENDER. The word "Lender" means First American Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

MORTGAGE. The word "Mortgage" means this Mortgage between Grantor and Lender.

PERSONAL PROPERTY. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

PROPERTY. The word "Property" means collectively the Real Property and the Personal Property.

REAL PROPERTY. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X Patricia L. Parchem
PATRICIA L. PARCHEM, Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF COOK)

On this day before me, the undersigned Notary Public personally appeared PATRICIA L. PARCHEM, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of August, 20 07

By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires _____

