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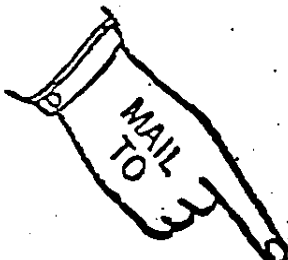
Cook County Recorder 33.50

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
ROLLING MEADOWS



*Agreement*  
\_\_\_\_\_  
TYPE OF DOCUMENT

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MAIL TO:

NAME AND ADDRESS OF PREPARER:

Veronica S. O'Neill  
1421 N. STATE PARKWAY  
Chicago, IL 60610

Citibank  
500 W. Madison St.  
Chicago, IL 60661



EUGENE "GENE" MOORE

RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES  
COOK COUNTY, ILLINOIS

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Co-op Loan Security Agreement



Citibank, F.S.B.

Illinois

COOK COUNTY COOPERATIVE LOAN SECURITY AGREEMENT

RECORDER

EUGENE "GENE" MOORE
ROLLING MEADOWS



MAIL TO:

Street Address: 1421 NORTH STATE PARKWAY
CHICAGO, IL 60610
Loan No: 2707773947
Apartment No: APT #2

This is a Security Agreement (the "Agreement") dated 3/31/2001, between VERONICA S O'NEILL residing at 1421 NORTH STATE PARKWAY, APT #2, CHICAGO, IL 60610 (collectively, the "Borrower") and CITIBANK, F.S.B. ("Citibank"), a Federal Savings Bank organized and existing under the laws of the United States of America, having an office at 500 West Madison Street, Chicago, IL 60661.

PREPARED

1. DEFINITIONS

I, MINE, ME, MY, MYSELF - refer to the Borrower.

NOTE - Refers to the instrument which the Borrower signed this day and which evidences the loan made this day to the Borrower by Citibank in the amount of \$300,000.00 or so much of that amount as may be advanced and be outstanding from time to time under the Note (the "Loan")

2. LOAN

I agree to repay the Loan as required by the terms of the Note.

3. OWNERSHIP

I own 55.0 shares (the "Shares") of capital stock of 1421 NORTH STATE PARKWAY TENANTS CORPORATION (the "Corporation") and am the tenant under a proprietary lease (the "Lease") for Apartment APT #2 (the "Apartment") in the building located at 1421 NORTH STATE PARKWAY state of ILLINOIS. I represent to Citibank that the Shares are all of the cooperative shares allocated to the Apartment.

4. SECURITY

To secure my repayment to Citibank of the Loan, I pledge to Citibank all of my right, title and interest in the Shares and assign to Citibank all of my right, title and interest in the Lease and in the proceeds of any sale of the Shares, transfer of the Apartment or subsequent assignment of the Lease. The Shares, Lease, sale proceeds, any replacement and additional Shares, and any amendment(s) to, extension(s) and replacement(s) of the Lease are referred to as the "Security." The interest of Citibank in the Security is referred to as the "Security Interest."

5. DELIVERY OF SHARES AND THE LEASE

If Citibank is the holder of the "Prior Security Interest" (as later defined), I have delivered to Citibank the certificate for the Shares and duplicate original Lease. If Citibank is not the holder of the Prior Security Interest, I acknowledge having delivered to the holder of the Prior Security Interest (the "Prior Lender") the certificate for the Shares and the duplicate original Lease, together with all replacement and/or additional Shares that may have been allocated to the Apartment, any new and/or replacement Lease and any amendment(s) or extensions(s) to the Lease. As consideration for the Loan, I shall authorize the Prior Lender to deliver the certificate for the Shares and duplicate original Lease to Citibank upon the termination of the Prior Security Interest, which authorization shall be irrevocable by me during the term of the Loan. In the event the Prior Lender has delivered the certificate for the Shares and duplicate original Lease to me, I will receive the certificate for the Shares and duplicate original Lease in trust for Citibank and promptly deliver the certificate for the Shares and duplicate original Lease to Citibank. I shall immediately deliver to the Prior Lender or Citibank any and all replacement and/or additional Shares that may be allocated to the Apartment, any new and/or replacement Lease and any amendment(s) or extension(s) to the Lease, without waiting for the Prior Lender or Citibank to request the delivery of the foregoing items.

6. END OF SECURITY INTEREST

The Security Interest shall end and Citibank shall return the Shares and the Lease to me when I have repaid the Loan in full and have made all other payments required under the Note and this Agreement.

ATC # 100 3301

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**7. ADDITIONAL SECURITY**

I also agree that you have all rights provided under applicable law in certain deposit accounts, pledged or assigned securities in your possession (with the exception of margin stock) and collateral securing your other loans to me. If I am in default under the Note or this Agreement, you can apply any of this collateral to what I owe you.

**8. ADDITIONAL DOCUMENTS**

Upon Citibank's request, I agree to sign any financing statements and renewals, in addition to any other documents that Citibank may require to establish and/or protect its rights in the Security. In addition, I agree to sign any of the above listed documents if the outstanding principal amount of the Loan should exceed the original principal amount of the Loan. I also authorize Citibank to sign these documents in my name as my attorney-in-fact and then file and/or record them as is appropriate.

**9. WRITTEN STATEMENT OF AMOUNT DUE**

If Citibank requests, in writing, a confirmation of the amount owed by me under the Note and this Agreement, within eight (8) days after such request I will give Citibank a signed statement confirming the amount owed.

**10. RIGHTS IN THE SECURITY**

No one other than the Corporation, myself, Citibank, by virtue of this Agreement, and any Prior Lender, by virtue of any other prior security interest in the Security, has any interest in or claim against the Security. I agree to defend my ownership of, and Citibank's rights to the Security, as specified in this Agreement, against any and all other claims. I shall keep the Security free of any other liens.

**11. REIMBURSEMENT**

If Citibank has to defend its rights under the Note or this Agreement, then any money which Citibank has to pay (including reasonable attorney's fees) shall be added to the amount I owe Citibank and paid by me promptly at Citibank's request with interest at the rate set forth in the Note.

**12. DEFAULT - TERMINATION AND REPAYMENT IN FULL**

I will be in default under the Note and this Agreement if any of the following should occur:

- (A) I engage in fraud or material misrepresentation in connection with the Account or my application for the account;
- (B) I do not make a payment when it is due or I otherwise fail to meet the repayment terms of this Note or the Mortgage or Security agreement;
- (C) I take any action or fail to take action and it adversely affects the Security or your rights in the Security, which includes but is not limited to: (i) I sell or transfer the Security without your prior written consent, subject to any applicable federal or state law, (ii) I die, and I am the sole individual obligated for repayment of the Account or my death adversely affects your rights in the Security, (iii) any of us commits waste or fails to maintain the Security and it adversely affects the Security, (iv) a prior lien holder forecloses, (v) I fail to pay taxes on the Security when due or take or fail to take some action which results in the imposition of a lien on the Security senior to yours including, but not limited to, mechanic's liens and super liens, (vi) the Security is taken through eminent domain, (vii) I fail to bring repair or restoration of the Security after its destruction by fire or other hazards within 90 days after notice from you.
- (D) I am or become an "executive officer" of Citibank Federal Savings Bank as that term is defined in Regulation O as amended from time to time and issued by the Federal Reserve Board or as modified or limited by resolution of the Board of Directors of Citibank Federal Savings Bank in response to Regulation O and pursuant to federal law or regulation this Account must be or become payable upon demand of the bank. In that event, termination and repayment in full of my Account will be at your option and demand.

Under any of the above circumstances, you can take any of the following actions: require me to pay you the entire outstanding balance in one payment or foreclose against the Property. Each of your rights is separate. You may exercise any one or more of these rights, as well as any of your rights under the law, one at a time or in any combination.

If you have to sue me to collect what I owe, I agree to pay you reasonable attorney's fees. I also agree to pay court costs.

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**13. CITIBANK'S RIGHTS IF I AM IN DEFAULT**

- (A) In the event that I am in default and Citibank elects to demand payment of the entire amount I owe under the Note and this Agreement, Citibank will so notify me. If I fail to pay what I owe within thirty (30) days of the notification, Citibank may, in addition to all of its other legal rights, sell the Security at public or private sale, with or without advertisement of the time, place or terms of sale except that if it is a private sale, it shall occur no less than five (5) days after written notice to me. In the event of any such sale, Citibank may deduct from the proceeds of the sale all expenses of collection and obtaining possession of the Security, sale and delivery of the Security, and any other expenses including, but not limited to, reasonable attorney's fees and disbursements, cost, broker's commissions, transfer fees and taxes. Citibank may then apply the balance of the sale proceeds to any liability of mine under the Note or this Agreement, and Citibank shall return any surplus to me. Citibank shall determine the terms of any such sale in its sole discretion. A sale conducted according to the usual practice of banks selling similar security will be considered reasonably conducted. Citibank may sell the Security for immediate cash payments or on credit. If the sale is on credit, Citibank shall retain the Security until the sale price is paid in full. Citibank will not be liable if the buyer fails to pay and Citibank may then resell the Security.
- (B) Citibank may elect to continue to hold the Shares and the Lease if it determines that a better price can be obtained at a later date and, absent gross negligence, Citibank will not be liable to me for any loss in value in the Security. If Citibank has the right to sell the Security and has not begun to do so within ninety (90) days, I may demand that Citibank proceed to sell the Security or I may make the sale myself at my own expense. However, Citibank will not be required to sell the Security if the net proceeds would not be enough to repay in full my debt under the Note and this Agreement. Similarly, Citibank may not prevent me from making the sale if the net proceeds would be enough to repay my debt in full.
- (C) If Citibank elects to retain the Security, it shall give me notice of its election. If I object to its election within thirty (30) days after its notice, Citibank shall offer the Security for sale and must sell if the net proceeds would be large enough to pay all that I owe Citibank under the Note and this Agreement.
- (D) Citibank shall have the right, in connection with a sale, to complete a stock power and assignment of lease in order to transfer the shares and the Lease. I hereby give Citibank the right, in connection with such sale, to request that the Corporation terminate the Lease and take all lawful steps necessary to obtain possession of the Apartment for and on behalf of Citibank. I will promptly vacate my Apartment upon the sale of the Security. Citibank may start legal proceedings to get possession of the Apartment if I refuse to so vacate.
- (E) Citibank or anyone designated by Citibank may purchase the Security as stated above, free of my right to redeem the Security, which right of redemption I now waive.

**14. DISPOSITION OF SALE PROCEEDS**

If Citibank sells the Security, the proceeds shall be applied as follows:

- (A) first, to the expenses of collection and obtaining possession of the Security, and selling and delivering the Security, including, but not limited to, attorneys' fees, brokerage commissions, transfer fees and taxes;
- (B) second, to the payment of any charges due under the Lease;
- (C) third, to the payment of my debt in full; and
- (D) finally, the surplus, if any, to me unless there are other valid claims to the surplus.

**15. NON-LIABILITY OF CORPORATION**

The Corporation will not be liable to me if it transfers my Shares and Lease as required by this Agreement or if it refuses to transfer my Shares and Lease to another person without Citibank's consent.

**16. CITIBANK'S PAYMENTS ON MY BEHALF**

In the event that Citibank makes any of the payments or performs any acts required under the Lease on my behalf, I agree to promptly repay Citibank for such payments and for the cost of such acts including, but not limited to, reasonable attorney's fees, with interest at the rate set forth in the Note. I further agree that any such sums shall be added to the amount owed to Citibank and secured by the Security. I agree that Citibank shall have no obligation to make any payments or perform any acts required under the Lease on my behalf.

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**17. NO SALE OF SECURITY**

If I sell or transfer the Security, Citibank may require me to repay in full the entire amount due under the Note or this Agreement.

**18. USURY**

No matter what else is set forth in this Agreement, the Note or any other instrument executed by me in connection with the Loan, if any payment by me or act by me would result in the payment of interest in excess of the maximum rate of interest legally permissible, then my obligation to make such payment or do such an act shall be deemed automatically reduced to such maximum rate. In no event will I be obligated to make any payment, perform any act or promise to do (or not to do) any act which result in the payment of interest in excess of such maximum rate. Any such excess payments shall be applied as partial prepayments of my debt.

**19. USE OF PREMISES**

I will maintain the Apartment in a good state of repair and free from waste. I will promptly obey all federal, state and municipal requirements affecting the Apartment and not use the Apartment for any unlawful purpose. If the Apartment is my primary residence I will reside there for at least six (6) months of every calendar year. If the Apartment is my second home, I shall reside there for the greater of fifteen (15) days or more than ten (10%) percent of the time the Apartment is rented during the year. I acknowledge that I may not sublet the Apartment without Citibank's prior written consent.

**20. LEGAL EXPENSES**

All of my rights and obligations under this Agreement, and all of Citibank's rights and obligations under this Agreement, shall bind and benefit our respective distributees, legal representatives, successors, heirs and assigns. Citibank retains any rights it may otherwise have that are not set forth in this Agreement. This paragraph shall not be read to give me the right to sublet the Apartment, assign the Lease or transfer the Shares. However, Citibank may assign this Agreement and its rights to the Security without my consent.

**21. LEGAL EXPENSES**

If any legal proceeding is commenced in which Citibank is made a party which relates to this Agreement or the Note, or if an attorney, on Citibank's behalf, seeks to assert or defend Citibank's rights under this Agreement or the lien created by this Agreement, I will repay on Citibank's demand all of its reasonable legal fees, costs, expenses, disbursements and allowances, to the extent applicable law permits. Any amount payable to Citibank under this paragraph shall be payable with interest from the date Citibank requires payment at the interest rate set forth in the Note.

**22. USE OF CAPTIONS**

Captions are used in this Agreement only as a matter of convenience and do not define or describe the intent of any provision.

**23. ILLINOIS LAW**

This Agreement shall be governed by the laws of the State of Illinois and any applicable federal law. In the event of a conflict between any provision of this Agreement and any federal law or Illinois State statute, law or regulation in effect as of the date of this Agreement, the statute, law or regulation shall control and the provision contained in this Agreement shall be without effect to the extent of such conflict. All other provisions of this Agreement will remain fully effective and enforceable.

**24. MODIFICATION OF THIS AGREEMENT**

This agreement may not be modified without the mutual agreement in writing of Citibank and myself.

**25. NOTICE**

All written notices and demands are to be given to me by delivery or by first class mail to the address of the Apartment or at a different address if I give Citibank a notice of my different address. All written notices to Citibank regarding this Agreement must be given by first class mail to Citibank at the address identified on page 1 of this Agreement or at a different address if I am given notice of that different address.

**26. MY RIGHT BEFORE DEFAULT**

Until there is default under this Agreement and Citibank has demanded payment in full, I will have all rights, responsibilities and privileges of a shareholder and lessee not otherwise affected by this Agreement. I have the sole responsibility for making all payments required by the Lease and for complying with all the terms and conditions of the Lease. Except as otherwise set forth in this Agreement, my responsibilities under the Lease shall continue after any default by me under the Note or this Agreement.

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Cooperative Loan Security Agreement, continued

27. DISTRIBUTION OF CAPITAL

Citibank will have the right to receive any distributions of capital from the Corporation and shall apply any such distributions to reduce the amount I owe to Citibank.

28. RESPONSIBLE PARTIES

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

29. PRIOR SECURITY INTEREST

(A) This Security Agreement is subject and subordinate to the following security interest(s) (the "Prior Security Interest"):

- 1. A loan secured by a security interest held by CITIMORTGAGE, dated 1/12/2001, in the amount of \$920,000.00.
- 2. A loan secured by a second security interest held by , dated , in the amount of \$0.00.

(B) Except as provided in this Paragraph 29, there shall be no other holders of a security interest(s) in the Security at the time of the closing of the Loan.

(C) I will be in default under this Agreement if a default shall occur under any document evidencing the Prior Security Agreement.

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

_____	<i>Veronica O'Neill</i>	3/31/2001
Witness	Lessee: <u>VERONICA S O'NEILL</u>	
_____	<i>Thomas V O'Neill</i>	3/31/2001
Witness	Lessee: <u>THOMAS V O'NEILL</u>	
_____	Lessee:	
_____	Lessee:	

State of Illinois }  
County of COOK } SS:


On this 3/31/2001 before me personally came VERONICA S O'NEILL and THOMAS V O'NEILL, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and he/she/they duly acknowledged to me that he/she/they executed the same.

*Mary Schroeder*  
\_\_\_\_\_  
Notary Public

State of Illinois }  
County of COOK } SS:

On this 3/31/2001, before me personally came Thomas V O'Neill & Veronica S. O'Neill, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and he/she/they duly acknowledged to me that he/she/they executed the same.

*Mary Schroeder*  
\_\_\_\_\_  
Notary Public


 Connie Cohen  
 Citibank, F.S.B.  
 15851 Clayton Rd.  
 Ballwin, MO. 63011

OFFICE OF  
 MARY SCHROEDER  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 08-2003

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Appendix A

Legal Description

LOT 32 (EXCEPT PART THEREOF TAKEN FOR WIDENING THE ALLEY, AS PER PLAT IN BLOCK 16 OF PLATS, PAGE 71) IN BLOCK 2 OF THE CATHOLIC BISHOP OF CHICAGO'S LAKE SHORE DRIVE ADDITION, A SUBDIVISION OF THE NORTH 18.83 CHAINS OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 31 AND THE NORTH 3 1/2 FEET OF LOT 30 IN BLOCK 3 IN CATHOLIC BISHOP OF CHICAGO'S LAKE SHORE DRIVE ADDITION TO CHICAGO IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 17-03-102-011-0000

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