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Cook County Recorder

37.50

MORTGAGE



(Above Space for Recorder's Use Only)

THIS INDENTURE, made April 10<sup>th</sup>, 2002, between

~~LaSalle Bank National Association~~

~~LASALLE NATIONAL~~ Trust, N.A., a national banking association, Chicago, Illinois, as Trustee of Trust Number 118922

Herein referred to as "Mortgagor," and

Catherine A. Iaukea  
1045 W. Grace Street  
Chicago, IL 60613

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the direct or indirect owner of the beneficial interest (the "Borrower") in the above referenced trust for which Mortgagor is trustee is justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Four Hundred Thirty Two Thousand Two Hundred Fifty and no/100 DOLLARS (\$432,250.00), payable to the order of and delivered to the Mortgagee, in and by which note the Borrower promises to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of January, 2005, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and, in absence of such appointment, then at 1045 W. Grace Street, Chicago, IL 60613.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents MORTGAGES AND WARRANTS unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of Mortgagor's estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

See legal description attached hereto and made a part hereof as Exhibit A

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 17-05-123-010-0000

Address(es) of Real Estate: 1231 N. Greenview, Chicago, IL 60622

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

The name of a record owner is: LASALLE NATIONAL Trust, N.A., a national banking association, Chicago, Illinois, as Trustee

The covenants, conditions and provisions appearing on the following pages are a part hereof and shall be binding on Mortgagor, its heirs, successors and assigns.

## COVENANTS, CONDITIONS AND PROVISIONS

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof, excepting, however, the existing mortgage liens and the lien of non-delinquent real estate taxes; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior or junior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises which would decrease the market value of the premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest in the manner provided by statute any tax or assessment which Mortgagor may desire to contest.

3. In the event of the enactment after this date of any law of Illinois or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that if in the reasonable opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the Indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

**4. IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Mortgagee, Mortgagor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Mortgagee to perfect and continue Mortgagee's lien on the premises. Mortgagor shall reimburse Mortgagee for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Mortgagor which Mortgagor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Mortgagee or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Mortgagee may exercise any or all of its available remedies for an Event of Default as provided below unless Mortgagor either (1) pays the tax before it becomes delinquent, or (2) contests the tax and deposits with Mortgagee cash or a sufficient corporate surety bond or other security satisfactory to Mortgagee.

**Limitation.** Notwithstanding anything set forth above in this Section 4, Mortgagor shall not be liable to Mortgagee for general income tax with respect to this Mortgage or for tax in lieu of income tax.

5. At such time as the Borrower is not in default under the terms of the note secured hereby and Mortgagor is not in default under the terms of this mortgage, the Borrower shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note without premium or penalty of any kind.

6. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, Mortgagor, existing Mortgagees and Mortgages, as their interests may appear, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein which has not been cured within 30 days, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest at a rate of 9% per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor or Borrower.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagor and Borrower shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately, subject to the thirty day cure period, in the case of default in making payment of



any installment of principal or interest on the note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagor herein contained, or (c) upon the death of the Borrower.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 9% per annum, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, its heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the use value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. The Mortgagee shall have the right to inspect the premises during normal business hours and upon at least 24 hours prior written notice and access thereto shall be permitted for that purpose.

14. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

15. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

16. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and Borrower and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

17. 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 premises, Mortgagor agrees: (1) to make all payments when due and to perform or comply with all covenants; (2) to promptly deliver to Mortgagee any notices that Mortgagor receives from the holder; (3) except as permitted by the Marital Settlement Agreement between Thomas J. Moss and Catherine A. Laukea dated April 10, 2002, 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 Mortgagee's prior written consent.

18. Mortgagee may, at its option, declare the entire balance of the indebtedness secured hereby to be immediately due and payable upon the transfer or sale of the premises or upon a contract for such transfer or sale or upon breach of Borrower's obligations under paragraph 9.2 of the aforesaid Marital Settlement Agreement. This right is subject to the restrictions imposed by federal law (12C.F.R.591), as applicable. This covenant shall run with the premises and shall remain in effect until the indebtedness secured hereby is paid in full and this security instrument is released.

19. Mortgagor mortgages and warrants to Mortgagee as additional security all the right, title and interest in and to any and all: (1) existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the premises, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases"); (2) 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 premises.

In the event any item listed as Leases or Rent is determined to be personal property, this security instrument will also be regarded as a security agreement.

20. Mortgagor assigns to Mortgagee the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the premises. Such proceeds shall 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.

21. Any section in this security instrument, attachments, or any agreement related to the indebtedness secured hereby that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this security instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this security instrument. Whenever used, the singular shall include the plural and the plural the singular.

22. The total principal amount secured by this security instrument at any one time shall not exceed \$432,250.00. 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.

23. Mortgagor's or Borrower's default or breach under any note or mortgage in which the Mortgagee has an interest and the expiration of any applicable grace or cure period shall be a breach under this Mortgage and Mortgagee may invoke any of the remedies permitted by this Mortgage.

24. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this security instrument and have the right to mortgage and warrant the premises. Mortgagor also warrants that the property is unencumbered, except for the lien of non-delinquent real estate taxes and encumbrances of record.

25. Prior Encumbrances. Mortgagee acknowledges that this Mortgage is a third mortgage and that there are two prior mortgages encumbering the Mortgaged Premises. In the event of a conflict or inconsistencies between the terms and conditions of this Mortgage and the prior mortgages, the terms and conditions of the prior mortgages shall control.

Witness the hand \_\_\_ and seal \_\_\_ of Mortgagor the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) ~~LaSalle Bank National Association~~\*

\*LaSalle National Trust, N.A. ~~and its agency~~

By Reto A. Eduardo

TRUST OFFICER

State of Illinois )

County of Cook )

This instrument is executed by LASALLE BANK National Association, and personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that LaSalle National Trust, N.A. by RETA A. EDWARDS its TRUST OFFICER personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 15th day of MAY 2002.

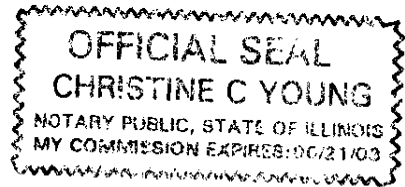
(SEAL)

Commission expires 6-21-03

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary public

This instrument was prepared by: Richard J. Raskin, 155 N. Michigan Ave., Ste. 601, Chicago, IL 60601

Mail this instrument to: Richard J. Raskin  
155 N. Michigan Ave., Ste. 601  
Chicago, IL 60601



Property of Cook County Clerk's Office



# UNOFFICIAL COPY

20569288

Exhibit A

Legal Description  
For  
1231 N. Greenview, Chicago, IL 60622

P.I.N. 17-05-123-010-0000

LOT 23 AND THE SOUTH 1/2 OF LOT 22 IN BLOCK 2 IN HENRY MEYERHOFF'S  
SUBDIVISION OF THE NORTH 1/2 OF BLOCK 13 IN THE CANAL TRUSTEES' SUBDIVISION  
IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office