

# UNOFFICIAL COPY

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2003-02-13 14:00:27  
Cook County Recorder 46.50



Eugene "Gene" Moore Fee: \$46.50  
Cook County Recorder of Deeds  
Date: 04/29/2003 01:57 PM Pg: 1 of 12

DONE AT CUSTOMER'S REQUEST

294706

Space Above This Line For Recording Data

This instrument was prepared by Loan Operations, Lakeside Bank, 1112 South Wabash Avenue, Chicago, Illinois 60605  
When recorded return to Loan Operations, Lakeside Bank, 1112 South Wabash Avenue, Chicago, Illinois 60605

## MORTGAGE

Re-recording to correct legal description

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is February 3, 2003. The parties and their addresses are:

### MORTGAGOR:

LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED FEBRUARY 4, 1998 AND KNOWN AS TRUST NO. 10-1920 AND NOT PERSONALLY

55 West Wacker Drive  
Chicago, Illinois 60601

### LENDER:

LAKESIDE BANK  
Organized and existing under the laws of Illinois  
55 W. WACKER DRIVE  
CHICAGO, Illinois 60601

**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:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at 1529 South State Street, Chicago, Illinois 60616.  
Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future

David A. Cuomo  
Illinois Mortgage  
ILJ4XXXdeved00623900003872021020303Y

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Initials: *ABC*  
Page 1  
*ABC*

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES

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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 \$300,000.00. 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. 6037999-03, dated February 3, 2003, from David A. Cuomo, Jeanette B. Cuomo and Lakeside Bank, as trustee, under Trust Agreement dated February 4, 1998 and known as Trust No. 10-1920 to Lender, even if known as Trust No. 10-1920 (Borrower) to Lender, with a loan amount of \$300,000.00 with an interest rate of 6.75 percent per year and maturing on February 3, 2008.

**B. All Debts.** All present and future debts from David A. Cuomo, Jeanette B. Cuomo and Lakeside Bank, as trustee, under Trust Agreement dated February 4, 1998 and known as Trust No. 10-1920 to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

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

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

**5. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed, trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor 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 Mortgagor receives from the Property.

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

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

**7. DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debts 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 laws, as applicable.

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**8. TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Mortgagor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

**9. WARRANTIES AND REPRESENTATIONS.** Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

**A. Power.** Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

**B. Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

**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.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

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. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development, as amended, including the timely payment of dues and assessments. In addition, except with the written approval of Lender, Mortgagor will not partition or subdivide the Property; abandon or terminate the condominium or planned unit

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développement project; terminate professional management; or amend any provision of the covenants, by-laws or regulations of the condominium or planned unit development if the provision benefits Lender.

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

- A. Payments.** Mortgagor fails or Guarantor fails to make a payment in full when due.
- B. Insolvency.** Mortgagor makes an assignment for the benefit of creditors or becomes insolvent, either because Mortgagor's liabilities exceed Mortgagor's assets or Mortgagor is unable to pay Mortgagor's debts as they become due.
- C. Business Termination.** Mortgagor merges, dissolves, reorganizes, ends its business or existence, or partner or majority owner dies or is declared legally incompetent.
- D. Failure to Perform.** Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
- E. Other Documents.** A default occurs under the terms of any other transaction document.
- F. Other Agreements.** Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.
- G. Misrepresentation.** Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment.** Mortgagor fails to satisfy or appeal any judgment against Mortgagor.
- I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change.** Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.
- K. Property Transfer.** Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. Property Value.** The value of the Property declines or is impaired.
- M. Material Change.** Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.
- N. Insecurity.** Lender reasonably believes that Lender is insecure.

**14. REMEDIES.** Lender may use any and all remedies Lender has under state or federal law or in any instrument evidencing or pertaining to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

Upon default, Lender will have the right, without declaring the whole indebtedness due and payable, to foreclose against all or any part of the Property and will have the right to possession provided by law. This Security Instrument will continue as a lien on any part of the Property not sold on foreclosure.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. 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 require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**15. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include all costs and disbursements, including reasonable attorneys' fees and collection agency charges,

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incurred to collect or enforce this debt. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code.

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

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) 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 Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. 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.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

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K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**17. CONFIRMATION.** 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.

**18. 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. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. 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." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing.)

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.

**19. ESCROW FOR TAXES AND INSURANCE.** Mortgagor will pay to Lender amounts for (a) yearly taxes at assessments on the Property which under the law may be superior to this Security Instrument, (b) yearly leasehold payments or ground rents (if any), (c) yearly premiums for hazard or property insurance, (d) yearly premiums for flood insurance (if any), and (e) yearly premiums for mortgage insurance (if any). Mortgagor pay those amounts to Lender unless Lender tells Mortgagor, in writing, that Mortgagor does not have to do so or unless the law requires otherwise. Mortgagor will make those payments at the times required by Lender. Lender will estimate from time to time Mortgagor's yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the Escrow Items. Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that Mortgagor pay Lender for Escrow Items under this section will be called the Funds. Lender will collect and hold Funds amount not to exceed the maximum amount a lender for a federally related mortgage loan may receive under Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 (as amended).

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unless another law that applies to the Funds sets a lesser amount. If so, Lender will collect and hold Funds in the lesser amount.

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender will give Mortgagor, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge Mortgagor for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing Mortgagor's payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge Mortgagor for these services if Lender pays Mortgagor interest on the Funds and if the law permits Lender to make such a charge. Lender may require Mortgagor to pay a one-time charge for an independent real estate tax reporting service used by Lender in accordance with the Secured Debts, unless applicable law provides otherwise. Lender will not be required to pay Mortgagor any interest or earnings on the Funds unless either (i) Lender and Mortgagor agree in writing, at the time Mortgagor signed this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender will account to Borrower for the Excess Funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify Borrower in writing, and, in such case, Borrower will pay to Lender the amount necessary to make up the shortage or deficiency. Borrower shall make up the shortage or deficiency as Lender directs, subject to the requirements of applicable law.

When Mortgagor has paid all of the sums secured, Lender will promptly refund to Mortgagor any Funds that are being held by Lender. If, as a result of the exercise by Lender of any of its rights under this Security Instrument, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding at the time to reduce the sums secured.

**20. 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.

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

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

**23. 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 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 Mortgagor.

**24. 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 Mortgagor 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.

**25. 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.

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**26. 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. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

**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:**

Lakeside Bank, as trustee, under Trust Agreement dated February 4, 1998 and known as Trust No. 10-1920 **AND NOT PERSONALLY**

By [Signature]  
Authorized Signer **VICE PRESIDENT & TRUST OFFICER**

By [Signature]  
Authorized Signer **ASST. TRUST OFFICER**

SEE RIDER ATTACHED HERETO  
AND MADE A PART HEREOF.

**LENDER:**

LAKESIDE BANK

By \_\_\_\_\_  
Stan J. Bochnowski, Senior Vice President

**ACKNOWLEDGMENT.**

Cook County Clerk's Office





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## EXHIBIT I

Except that part that follows commercial property

That property and space contained within and between a certain horizontal plan located 13.00 feet above Chicago City Datum and a certain other horizontal plane located 26.63 feet above Chicago City Datum which lies within the boundaries projected vertically of that part of the following described five parcels of land, taken as a single tract:

## Parcel 1:

That part of the Northwest Fractional  $\frac{1}{4}$  of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: commencing at a point on the East line of State Street (as widened) that is 436.57 feet North of South line of aforesaid Northwest  $\frac{1}{4}$ ; thence East on North face of 1 story brick building, a distance of 118.88 feet to the West line of Chicago Transit Authority right of way; thence South on West line of aforesaid right of way a distance of 41.53 feet to a point that is 395.20 feet North of South line of aforesaid Northwest  $\frac{1}{4}$ ; thence West in a line to a point in East line of aforesaid State Street that is 395.20 feet North of South line of aforesaid Northwest  $\frac{1}{4}$ ; thence North on East line of aforesaid State Street a distance of 41.37 feet to a point of beginning in Cook County, Illinois

## Parcel 2:

That South 28.50 feet of lot 1 (except the east 35.00 feet thereof and except that part taken or used for street) in Hugh Maher's Subdivision of part of the Northwest Fractional  $\frac{1}{4}$  of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian.

Parcel 3: Lot 10 (except 35.00 feet thereof and except west 27.00 feet taken for street) in the West  $\frac{1}{2}$  of Block 26 in Assessor's Division of Northwest Fractional  $\frac{1}{4}$  of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 4:

That part of lot 9 lying East of State Street and West of the elevated railroad right of way, in Block 26 in Assessor's Division of the Northwest Fractional  $\frac{1}{4}$  of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5: That part of lot 8 lying of the Easterly line of State Street as widened and West of the right of way of the Chicago and South Side Rapid Transit Railroad Company in Block 26 in the Assessor's Division of the Northwest Fractional  $\frac{1}{4}$  of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6: Lot 7 (except the East 27.00 feet thereof taken for State Street and except the East 35.00 feet thereof taken for an alley and for the right of way of the Chicago South Side Rapid Transit Railroad Company) in Block 26 in Assessor's Division of the

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Northwest Fractional ¼ of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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And further described as: Commencing at the Northwest corner of said Parcel 1: thence South along the East line of said Parcel 1 and its extension being also the West line of said tract, a distance of 61.51 feet to the point of beginning of the property and space herein described; thence East at right angles to the last described course, a distance of 0.64 feet to a point on the exterior face of a 21 story brick building commonly known as 1529 South State Street in Chicago; thence continuing East along the last described course extended, a distance of 73.22 feet; thence South at right angles to the last described course, a distance of 0.25 feet to a point on the vertical line of intersection of the faces of two interior walls of said building thence continuing South along the last described course extended, being along the face of an interior wall of said building a distance of 5.50 feet to a corner of the wall; thence continuing South along the last described course extended, a distance of 0.33 feet; thence West at right angles to the last described course, a distance of 24.72 feet; thence South at right angles to the last described course, a distance of 20.75 feet; thence West at right angles to the last described course, a distance of 6.18 feet; thence South at angles to the last described course, a distance of 8.85 feet; thence West at right angles to the last described course, a distance of 36.96 feet to a point on the exterior face of said building; thence continuing west along last described course extended, a distance of 6.08 feet to a point on the West line of aforesaid tract of land: thence North along the said West line of said tract a distance of 35.69 feet to the point of beginning.

P.I.N.'s affected

17-22-106-065, 057, 021, 022, 023 & 024

Address: 1529 S. State Street, Chicago, Illinois 60605

Cook County Clerk's Office

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

### EXHIBIT "A"

#### The Commercial Property

That property and space contained within and between a certain horizontal plane located 13.00 feet above Chicago City Datum and a certain other horizontal plane located 26.63 feet above Chicago City Datum which lies within the boundaries projected vertically of that part of the following described six parcels of land, taken as a single tract:

Parcel 1: That part of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point on the East line of State Street (as widened) that is 436.57 feet North of South line of aforesaid Northwest Quarter; thence East on North face of 1 story brick building, a distance of 118.88 feet to West line of Chicago Transit Authority right of way; thence South on West line of aforesaid right of way a distance of 41.53 feet to a point that is 395.2 feet North of South line of aforesaid Northwest Quarter; thence West in a line to a point in the East line of aforesaid State Street that is 395.2 feet North of South line of aforesaid Northwest Quarter; thence North on East line of aforesaid State Street a distance of 41.37 feet to point of beginning in Cook County, Illinois;

Parcel 2: The South 28.5 feet of Lot 1 (except the East 35 feet thereof and except that part taken or used for street) in Hugh Maher's Subdivision of part of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

Parcel 3: Lot 10 (except East 35 feet thereof and except West 27 feet taken for street) in the West Half of Block 26 in Assessor's Division of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

Parcel 4: That part of Lot 9 lying East of State Street and West of the Elevated Railroad right of way, in Block 26 in Assessor's Division of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

Parcel 5: That part of Lot 8 lying East of the Easterly line of State Street as widened and West of the right of way of the Chicago and South Side Rapid Transit Railroad Company in Block 26 in the Assessor's Division of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

Parcel 6: Lot 7 (except the West 27 feet thereof taken for State Street and except the East 35 feet thereof taken for an alley and for the right of way of the Chicago South Side Rapid Transit Railroad Company) in Block 26 in Assessor's Division of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

And further described as: Commencing at the Northwest corner of said Parcel 1; thence South along the West line of said Parcel 1 and its extension being also the West line of said tract, a distance of 61.51 feet to the point of beginning of the property and space herein described; thence East at right angles to the last described course a distance of 0.64 feet to a point on the exterior face of a 21 story brick building commonly known as 1529 South State Street in Chicago; thence continuing East along the last described course extended, a distance of 73.22 feet; thence South of right angles to the last described course, a distance of 0.25 feet to a point on the vertical line of intersection of the faces of two interior walls of said building; thence continuing South along the last described course extended, being along the face of an interior wall of said building, a distance of 5.50 feet to a corner of the wall; thence continuing South along the last described course extended, a distance of 0.33 feet; thence West at right angles to the last described course, a distance of 24.72 feet; thence South at right angles to the last described course, a distance of 20.75 feet; thence West at right angles to the last described course, a distance of 8.85 feet; thence South at right angles to the last described course, a distance of 6.18 feet; thence West at right angles to the last described course, a distance of 36.96 feet to a point on the exterior face of said building; thence continuing West along the last described course extended, a distance of 6.08 feet to a point on the West line of aforesaid tract of land; thence North along the said West line of said tract, a distance of 35.69 feet to the point of beginning.