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LEGAL FORMS

No. 103
November 1994

MORTGAGE (ILLINOIS) For Use With Note Form No. 1447



Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 08/20/2003 03:12 PM Pg: 1 of 6

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THIS AGREEMENT, made July 1 ~~19~~2003, between
Jeanette M. DiBella, divorced and not since
remarried, 195 North Harbor Drive, Unit 5003
Chicago, Illinois 60601

(No. and Street) (City) (State)

herein referred to as "Mortgagors," and Daniel F. Pritzker and
Karen Pritzker, 200 Woodland, Kentfield, California
94904

(No. and Street) (City) (State)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Five Hundred Fifty Thousand and 00/100 DOLLARS (\$ 550,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise 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 29th

day of June, ~~19~~2012, 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 the office of the Mortgagee at 200 Woodland, Kentfield, California 94904

NOW, THEREFORE, the Mortgagors 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook IN STATE OF ILLINOIS, to wit:

See attached Exhibit A for legal description.

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

Permanent Real Estate Index Number(s): 17-10-401-014-1436

Address(es) of Real Estate: 195 North Harbor Drive, Unit 5003, Chicago, Illinois 60601

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 Mortgagors 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

Above Space for Recorder's Use Only

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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 Mortgagors do hereby expressly release and waive.

The name of a record owner is: Jeanette M. DiBella

This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

X Jeanette M. DiBella (SEAL) _____ (SEAL)
Jeanette M. DiBella

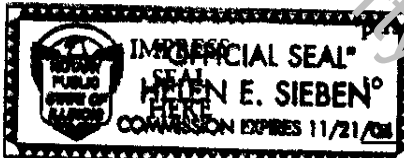
PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

(SEAL) (SEAL)

State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

Jeanette M. DiBella, divorced and not since remarried



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 _____ she signed, sealed and delivered the said instrument as _____ her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

X Given under my hand and official seal, this 2ND day of JULY 192003
Commission expires 11-21 192004 Helen E. Sieben
NOTARY PUBLIC

This instrument was prepared by Mark S. Litner, Esq., Much Shelist, 191 North Wacker Drive, Ste. 1800
Chicago, IL (Name and Address) 60606

Mail this instrument to Mark S. Litner, Esq., Much Shelist, 191 North Wacker Drive, Suite 1800
(Name and Address)

Chicago Illinois 60606
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. Mortgagors 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; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior 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 except as required by law or municipal ordinance.

2. Mortgagors 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, 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 Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors 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 Mortgagors, 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. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors 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.

6. Mortgagors 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, 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, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 attorney's 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 thereon at the highest rate now permitted by Illinois law. 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 Mortgagors.

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. Mortgagors 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 Mortgagors, 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 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 three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby 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 highest rate now permitted by Illinois law, 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.

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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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then 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 Mortgagors, 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. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. 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.

17. 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.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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.

UNOFFICIAL COPY**EXHIBIT A****Parcel 1:**

Unit 5003 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 South West Fractional Quarter 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 North East 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 April 30, 1962 as Document Number 18461961) 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 March 14, 1979 as Document Number 24879730) 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 North West 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 Drive was dedicated by an instrument recorded in the Recorder's Office on March 14, 1979 as Document Number 24879733; 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 2854.789 feet, an arc distance of 85.093 feet to the North East corner of Block 2 of Harbor Point Unit 1, a Subdivision recorded in said Recorder's Office on December 13, 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 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 231.00 feet to the point of beginning, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium recorded June 27, 1995, as Document Number 9541456, as amended from time to time, together with its undivided percentage interest in the Common Elements.

Parcel 2:

Perpetual and non-exclusive easement for the benefit of Parcel 1 as created by Amended and Restated Grant of Easements dated August 29, 1989 and recorded September 1, 1989 as Document 89410952 by and among American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated November 1, 1985 and known as Trust Number 65812, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 28, 1979 and known as Trust Number 46968 and American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated December 1, 1982 and known as Trust Number 56375 solely for vehicular access and pedestrian access over existing ramps and adjacent areas and any replacements of those existing ramps and over such portions of existing driveway as further delineated on Exhibit C of said Document creating said easement.

Parcel 3:

A perpetual non-exclusive easement for the benefit of Parcel 1 solely for utility purposes, vehicular access and pedestrian access incidental to the use of Parcel 1 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 Number 89410952 over and upon the following described property:

That part of the lands lying East of and adjoining Fort Dearborn Addition to Chicago, said Addition being the whole of the South West Fractional 1/4 of Section 10, 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 20.00 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:

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Commencing at the North East 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 of pages 4 to 9, inclusive, as Document Number 18461961), 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, 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 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 322.16 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 Number 1, according to the plat thereof recorded on December 31, 1974 as Document Number 22935649; thence Westwardly along a line perpendicular to the last described course a distance of 322.16 feet to the point of beginning, in Cook County, Illinois.

Parcel 4:

The exclusive right to the use of Parking Space 89, a limited common element as delineated on the survey attached to the Declaration aforesaid, recorded as Document Number 95414356.

Property of Cook County Clerk's Office