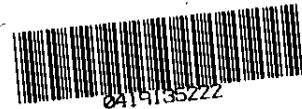


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Doc#: 0419135222
Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 07/09/2004 02:20 PM Pg: 1 of 9

PREPARED BY AND WHEN
RECORDED RETURN TO:
RBC MORTGAGE COMPANY
13100 NW FREEWAY, SUITE 200
HOUSTON, TX, 77040

LOAN #: 1101168122
ESCROW/CLOSING #: 04261-2004-0010

200401528 3/3 (BT)

MORTGAGE (Line of Credit)

MIN 100058900003506532

THIS MORTGAGE, dated **JUNE 25, 2004**, is between
JOSEPH G. CLARK, A SINGLE PERSON

residing at **1735 WEST DIVERSEY PARKWAY #312**
CHICAGO, IL, 60614

the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and "Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for

RBC MORTGAGE COMPANY,
AN ILLINOIS CORPORATION

(hereinafter "you" or "Lender") and Lender's successors and assigns), with an address at P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, referred to as the "Mortgagee."

Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Premises; and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant, and convey to you the premises located at:

1735 WEST DIVERSEY PARKWAY #312
[Street]

CHICAGO, COOK
[Municipality]

[County]

ILLINOIS 60614
[State] [Zip]

(the "Premises"),

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and further described as:

SEE ATTACHED EXHIBIT "A"

PIN #: 14-30-403-091-1045, 14-30-403-091-1221

Parcel ID #: 14-30-403-091-1045

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

LOAN: The Mortgage will secure your loan in the principal amount of \$ **32,500.00** or so much thereof as may be advanced and readvanced from time to time to

JOSEPH G. CLARK

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated **JUNE 25, 2004**, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extension, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

BORROWER'S IMPORTANT OBLIGATIONS:

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon

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your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(g) **PRIOR MORTGAGE:** If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated **06/25/04** and given by us to

HSBC MORTGAGE CORP.

as mortgagee, in the original amount of \$ **N/A** (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

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DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

**RBC MORTGAGE COMPANY
13100 NW FREEWAY, SUITE 200
HOUSTON, TX, 77040**

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us and pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with Sections 9-313 and 9-402 of the Uniform Commercial Code.

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THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Sealed and delivered in the presence of:

WITNESS:

_____ (SEAL) Mortgagor
Joseph G. Clark
JOSEPH G. CLARK

_____ (SEAL) Mortgagor

_____ (SEAL) Mortgagor

_____ (SEAL) Mortgagor

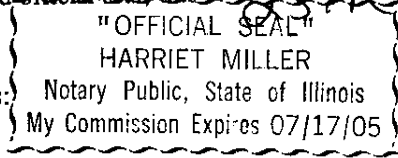
Property of Cook County Clerk's Office

STATE OF ILLINOIS,

County ss:

I, *The undersigned*, a Notary Public in and for said county and state do hereby certify that
Joseph G. Clark, A single person
 personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me
 this day in person, and acknowledged that he signed and delivered the said instrument as free
 and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this *25th* day of *June 2004*



My Commission Expires:

[Signature]

 Notary Public

This instrument was prepared by: **RBC MORTGAGE COMPANY**
13100 NW FREEWAY, SUITE 200
HOUSTON, TX, 77040

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EXHIBIT LEGAL DESCRIPTION

UNIT 312 AND TPU-2 IN THE REGAL CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:
LOT 1 AND THE NORTH 16 FEET OF LOT 2 IN LUETGERT'S SUBDIVISION OF BLOCK 1 IN FULLERTON'S FOURTH ADDITION TO CHICAGO, A SUBDIVISION IN THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THE STRIP OF LAND (FORMERLY THE EAST AND WEST ALLEY BUT NOW VACATED) 16 FEET WIDE LYING SOUTH AND ADJOINING THE WHOLE LENGTH OF THE SOUTH LINE OF THAT PART OF LOT 1 LYING EAST OF THE WEST 175 FEET OF SAID LOT 1, THE WEST LINE OF SAID STRIP BEING THE EAST LINE OF SAID LOT 2 IN LUETGERT'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
LOT 3 IN THE SUBDIVISION OF LOT 2 IN LUETGERT'S SUBDIVISION OF BLOCK 1 IN FULLERTON'S FOURTH ADDITION TO CHICAGO AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 4:
THE WEST ½ OF THAT PART OF NORTH HERMITAGE AVENUE VACATED, LYING SOUTH OF THE SOUTH LINE OF DIVERSEY PARKWAY AND NORTH OF THE SOUTH LINE (EXTENDED WEST ACROSS SAID VACATED AVENUE) OF THE NORTH 70 FEET OF LOT 2 IN THE NORTH WESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:
THAT PART OF LOT 3 IN THE RESUBDIVISION AFORESAID BY THE NORTH WESTERN TERRA COMPANY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE WEST ON THE NORTH LINE OF SAID LOT, 132.92 FEET, THENCE SOUTHEASTERLY ON A CURVED LINE RADIUS 163.05 FEET CURVED CONVEX TO THE NORTHEAST CONCENTRIC TO AND 8.75 FEET NORTHEASTERLY OF THE CENTER LINE OF INDUSTRIAL RAILROAD TRACK AS NOW LOCATED A DISTANCE OF 103.51 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH 70 FEET OF LOT 2 AFORESAID EXTENDED WEST, THENCE EAST ON SAID LINE 42 FEET TO THE EAST LINE OF LOT 3, THENCE NORTH 45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 3 (SOMETIMES CALLED BLOCK 3) IN NORTH WESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT 3 (SOMETIMES ALSO CALLED BLOCK 3) WITH A LINE 890 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 3 (SOMETIMES ALSO

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CALLED BLOCK 3) AND RUNNING THENCE WEST ON THE LAST ABOVE MENTIONED PARALLEL LINE A DISTANCE OF 189 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 3 (SOMETIMES ALSO CALLED BLOCK 3) A DISTANCE OF 42.38 FEET; THENCE WEST A DISTANCE OF 95.33 FEET TO A POINT 931.63 FEET NORTH OF A WESTWARD EXTENSION OF SAID SOUTH LINE OF LOT 3 (SOMETIMES ALSO CALLED BLOCK 3) THENCE NORTHWARDLY, EASTWARDLY AND SOUTHWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 142.16 FEET AND CONVEX WESTERLY, NORTHERLY, AND EASTERLY A DISTANCE OF 446.62 FEET TO A POINT ON SAID WEST LINE OF THE EAST 15.32 FEET OF SAID LOT 3 (SOMETIMES CALLED BLOCK 3) AND THENCE SOUTH ALONG THE WEST LINE OF THE EAST 15.32 FEET A DISTANCE OF 43.83 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THAT PART OF THE FOREGOING PARCEL WHICH LIES SOUTH OF A LINE WHICH IS 972 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE AND A WESTWARD EXTENSION THEREOF OF SAID LOT 3), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 6 AS SET FORTH IN AGREEMENT DATED FEBRUARY 28, 1957 AND RECORDED MARCH 8, 1957 AS DOCUMENT 15844496 AND AS CREATED BY DEED FROM NORTHWESTERN TERRA COTTA COMPANY TO 1735 DIVERSEY CORPORATION RECORDED SEPTEMBER 23, 1953 AS DOCUMENT 15726857.

PARCEL 8:

THE EXCLUSIVE RIGHT TO STORAGE LOCKER S-59, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00038514.

P.I.N. (S)

14-30-403-091-1045 & 1221

Open Cook County Clerk's Office

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CONDOMINIUM RIDER

LOAN NUMBER: 1101168122

THIS CONDOMINIUM RIDER is made this **25TH** day of, **JUNE, 2004**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to:

**RBC MORTGAGE COMPANY,
AN ILLINOIS CORPORATION**

, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**1735 WEST DIVERSEY PARKWAY #312
CHICAGO, IL 60614**

The Property includes a unit in together with an undivided interest in the common elements of, a condominium project known as:

("Condominium Project").

If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominiums Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
 - (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. **Remedies.** If Borrower does not pay condominium dues and assessments when due, the Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in the Condominium Rider.


 _____ (Seal)
 JOSEPH G. CLARK - Borrower

 _____ (Seal)
 - Borrower

 _____ (Seal)
 - Borrower

 _____ (Seal)
 - Borrower