

# UNOFFICIAL COPY



Doc#: 0504839056  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 02/17/2005 11:20 AM Pg: 1 of 3

## MORTGAGE

THIS MORTGAGE ("Mortgage") is given as of the 15<sup>th</sup> day of December, 2004, by Michael Zuber and Debra Randall, (referred to herein as "Mortgagor" or "Borrower"). This Mortgage is given to 340 W. Superior St. Partners, Inc., an Illinois corporation, and whose mailing address is 405 Lake Cook Road, Suite 201, Deerfield, IL. 60015 ("Lender"). Borrower owes Lender the principal sum of Twenty One Thousand and 00/100 Dollars (\$21,000.00). Said debt is evidenced by a note dated the same date as this Mortgage ("Note"), which provides for payment in full said debt, if not paid earlier, or unless extended by mutual agreement of Borrower and Lender, on December 15, 2009. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; and (b) the performance of covenants and agreements under this Mortgage and the Note. For this purpose, Mortgagor does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

### PARCEL 1:

PARKING UNIT 4-17 IN 340 WEST SUPERIOR CONDOMINIUMS AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PART OF LOTS 11, 12, 13, 14, 15 AND 16 BOTH INCLUSIVE IN BLOCK 18 IN BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Which survey is attached as Exhibit D to the Declaration of Condominium recorded February 15, 2002 as Document No. 0020190306, as amended from time to time.

### PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (RECIPROCAL EASEMENT AGREEMENT) RECORDED FEBRUARY 15, 2002 AS DOCUMENT NUMBER 0020190305.

PIN# 17-09-200-016-1235

commonly known as Parking Unit 4-17, 340 W. Superior, Chicago Illinois 60610 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

Mortgagor COVENANTS that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for

Metropolitan LK 2 of 2  
NO 1048227  
NEAR NORTH NATIONAL TITLE  
222 NO. LA SALLE  
CHICAGO, ILLINOIS 60601

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encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrance of record. Mortgagor warrants that the Property is not the homestead property of any person.

Mortgagor and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Mortgagor shall promptly pay or cause to be paid when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Charges; Liens.** Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage.

Other than the First Mortgage, Mortgagor shall promptly discharge any lien which has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. **Hazard insurance.** Mortgagor shall keep all buildings and improvements now or hereafter situated on said Property insured against loss or damage by fire, lightning and such other risks and hazards as are insurable under the present and future forms of all-risk insurance policies.

4. **Preservation and Maintenance of Property; Leaseholds.** Mortgagor shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste.

5. **Extensions of Time; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of any one obligated under the Note nor operate to release the liability of such person or such person's successors in interest. Lender shall not be required to commence proceedings against any successors in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original party obligated under the Note or such parties' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

6. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note, Guaranty or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted below.

7. **Notices.** Any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Mortgagor at 340 W. Superior St., Unit 908, Chicago, IL 60610 or any other address Mortgagor designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Lender when given as provided in this paragraph.

8. **Governing Law; Severability.** This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause in this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

