UNOFFICIAL COPY

This document was prepared by, and after recording, return to:

Pederser & Houpt, P.C. 161 North Clark Street, Suite 3100 Chicago, Illinois 60601 Attn: Brian P Collins, Esq.

MESESSION



Doc#: 0603840211 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/07/2006 03:01 PM Pg: 1 of 14

This space reserved

MORTGAGE

THIS MORTGAGE (the "Mortgage") is made on January 25, 2006, by and between C&C CAPITAL LLC, an Illinois limited liability company whose address is 161 East Chicago Avenue, Chicago, Illinois 60610 ("Mortgagor") and ASSOCIATED BANK-CHICAGO, an Illinois state banking association whose address is 200 E. Randolph Drive, Chicago, Illinois 60601 ("Lender").

The Mortgagor MORTGAGES AND WARRANTS to Lender real property and all the buildings, structures and improvements on it, described in the attached Exhibit A (the "Units").

The Units shall also include all of the Mortgager's right, title and interest in and to the following:

- All improvements legally deemed to be fixtures and all fixtures of every kind and nature whatsoever located now or in the future in or upon the Units and used or useable in connection with any present or future operation of the Units (all of which is called "Improvements"). It is agreed that all Improvements are part of the Units and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage unless Lender shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to Lender.
- (2) All awards or payments including interest made as a result of: the exercise of the right of eminent domain, any loss of or damage to any of the Units, any other injury to or decrease in the value of the Units, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Units, and the reasonable attorney fees, costs and disbursements incurred by Lender in connection with the collection of any such award or payment.
- (3) All of the rents, issues, income, profits, proceeds, escrows, security deposits, reserves, tax refunds and other rights to monies from the Units under any present or future leases, or otherwise.

1449

Near North National Title 222 N. LaSalle Chicago, IL 60601

0603840211 Page: 2 of 14

UNOFFICIAL COPY

The Units are unencumbered except for encumbrances in favor of Lender, and encumbrances for real estate taxes not yet due and payable ("Permitted Encumbrances"). If the Units are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances, and Lender is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

<u>THE DEBT</u>: This Mortgage secures the following (the "Debt"):

- (a) indebtedness evidenced by that certain Revolving Note dated as of January 25, 2006 executed by Mortgagor in favor of Lender, in the principal amount of Four Million and 00/100 Dollars (\$4,000,000.00), and any extensions, amendments, modifications, renewals or refinancing thereof (the "Revolving Note");
- (b) the performance of the promises and agreements contained in that certain Loan Agreement dated as of Jaruary 25, 2006 between Lender and Mortgagor (as the same may have been or may hereafter be an erded, extended, restated, modified or supplemented, the "Loan Agreement"), this Mortgage, and sams expended by Lender in connection therewith (this Mortgage, the Loan Agreement, the Notes, and all documents described therein, as amended, extended, restated, modified or supplemented, are collectively referred to as the "Loan Documents");
- (c) any and all other indebtedness, obligations and liabilities of Mortgagor and any other guarantors to Lender whether now existing or hereafter arising, due or to become due, direct, indirect or contingent, joint or several or joint and several, however created or evidenced, including any sums paid or incurred by Lender pursuant to paragraphs 3, 5, 6, 7, 11 or 13 hereof; and all costs and expenses, including attorneys' fees and court costs, incurred in connection with the enforcement of the Loan Documents.

The Mortgagor promises and agrees as follows:

- 1. <u>PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS</u>. The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any Loan Documents evidencing the Debt
- 2. <u>TAXES</u>. The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage and shall supply notice to the Bank that such taxes have been paid within thirty (30) days of payment thereof. Should the Mortgagor fail to make such payments, Lender may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagor. Upon the request of Lender, the Mortgagor shall immediately furnish to Lender all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify Lender of any lien on all or any part of the Units and shall promptly discharge any unpermitted lien or encumbrance.

0603840211 Page: 3 of 14

UNOFFICIAL COPY

- 3. <u>CHANGE IN TAXES</u>. In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the Debt shall become due and payable immediately at the option of Lender.
- 4. INSURANCE. Until the Debt is fully paid, the Mortgagor shall keep the Units and the present and future buildings and other improvements on the Units, constantly insured for the benefit of Lender, without any reduction in coverage based on the Mortgagor's acts, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of vandalism and malicious mischief, and such other appropriate insurance as Lender may require from time to time. All insurance policies and renewals must be acceptable to Lender, must provide for payment to Lender in the event of loss, must require thirty (30) days notice to Lender in the event of nonrenewal or carcellation, and must be delivered to Lender. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to Lender then Lender at its option may have the insurance written or renewed and pay the premiums for the account of the Mortgagor. In the event of loss or damage, Lender may (a) declare the Debt to be immediately due and payable, and (b) avail itself of all remedies provided by law. In any case all proceeds of the insurance shall be paid to Lender alone. No loss or damage shall itself reduce the Debt. Lender is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of Lender and the Mortgagor and to endorse any Mortgagor's name upon any check in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and expenses of Lender in collecting the proceeds and then toward payment of the Debt or any portion of it, whether or not then due or payable, or Lender at its option may apply the proceeds, or any part to the repair or rebuilding of the Units provided that Mortgagor is not then or at any time during the course of restoration of the Units in default under this Mortga; and has complied with all requirements for application of the proceeds to restoration of the Units as Lender, in its sole discretion, may establish.
- RESERVES FOR TAXES, ASSESSMENTS AND INCUPANCE. The Mortgagor shall, if requested by Lender, pay to Lender, at the time of and in addition to the scheduled installments of principal or interest due under the Debt, a sum equal to (a) the amount estimated by Lender to be sufficient to enable it to pay one year of taxes, assessments and other similar charges levied against the Units, plus (b) the amount of the annual premiums on any policies of insurance required to be carried by the Mortgagor divided by the number of installments due each year, plus (c) the amount of one year interest reserve for any of the Units (interest reserve to be based on the amount loaned against the Unit multiplied by an estimated interest rate of eight and one-half percent (8.5%)). Mortgagor will at its election be entitled to invest such funds being held by Lender with the help of a financial consultant of Lender; provided, however, if the value of the funds being held is ever less than as otherwise required pursuant to this Paragraph 5 and/or the Loan Agreement, Borrower shall immediately deposit funds to make up for any shortfall. Mortgagor will, within ten (10) days notice, deposit such additional sum as may be required for the payment of increased taxes, assessments, charges premiums or interest.

UNOFFICIAL COPY

Notwithstanding payment of any sums by the Mortgagor to Lender under the terms of this paragraph, Lender shall have no obligation to pay any taxes, assessments, premiums, or other similar charges relating to or levied against the Units. The obligation of the Mortgagor to pay taxes, assessments, charges, and insurance premiums is not affected or modified by the arrangements set out in this paragraph. Payment by Lender on any one or more occasions of all or any portion of the taxes, assessments, premiums, or other similar charges relating to or levied against the Units shall not be construed as obligating Lender to pay any taxes, assessments, premiums, or other similar charges on any other occasion. If Lender elects to pay any taxes, assessments, or other similar charges, it shall not be required to do so at any time prior to the date on which penalties, interest, and/or collection fees begin to accrue. If Lender elects to pay any premium on any policy of insurance required to be carried by the Mortgagor, it may do so at any time prior to cancellation of the policy.

In the event of icreclosure of this Mortgage, any of the moneys then remaining on deposit with Lender or its agent shall be applied against the Debt prior to the commencement of foreclosure proceedings. The obligation of the Mortgagor to pay taxes, assessments, charges or insurance premiums is not affected or modified by the arrangements set out in this section. Any default by the Mortgagor in the performance of the provisions of this section shall constitute a default under this Mortgage. Lender shall not request the reserves provided for in this section as long as there is no default by the Mortgagor under this Mortgage and the Mortgagor retains title to the Units.

- 6. WASTE. The Mortgagor shall keep the Units in good repair, shall not commit or permit waste on the Units nor do any other act causing the Units to become less valuable. Non-payment of taxes and cancellation of insurance shall each constitute waste. The Mortgagor consents to the appointment of a receiver under this statute should Lender elect to seek such relief. Should the Mortgagor fail to effect any necessary repairs, Lender may at its option and at the expense of the Mortgagor make the repairs for the account of the Mortgagor. The Mortgagor shall use and maintain the Units in conformance with all applicative laws, ordinances and regulations. Lender or its authorized agent shall have the right to enter upon and inspect the Units at all reasonable times.
- 7. <u>ALTERATIONS, REMOVAL</u>. No structure, improvement or fixture constituting any part of the Units shall be removed, demolished or substantially altered without the prior written consent of Lender.
- 8. <u>PAYMENT OF OTHER OBLIGATIONS</u>. The Mortgagor shall also pay all other obligations which may become liens or charges against the Units for any present or future repairs or improvements made on the Units, or for any other goods, services, or utilities furnished to the Units and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against any of the Units.
- 9. <u>ASSIGNMENT OF LEASES AND RENTS</u>. As additional security for the Debt, the Mortgagor assigns to Lender all oral or written leases, and the rents, issues, income and profits under all leases or licenses of the Units, present and future. This assignment shall be operative in the event of default and during any foreclosure or other proceeding taken to enforce

0603840211 Page: 5 of 14

UNOFFICIAL COPY

this Mortgage, and during any redemption period. The Mortgagor will comply with all terms of all leases.

Mortgagor's interest in the Units is that of a tenant or a purchaser, the Mortgagor also assigns mortgages and warrants to Lender, as additional security for the Debt, all of the Mortgagor's right, title and interest in and to any leases, sales contracts or other agreements by which the Mortgagor is leasing or purchasing any part or all of the Units, including all modifications, renewals and extensions and all of the Mortgagor's right, title or interest in any purchase options contained in any lease or other agreement. The Mortgagor agrees to pay each installment of rent, principal and interest required to be paid by it under the lease, sales contract or other agreement when each installment becomes due and payable whether by acceleration or otherwise. The Mortgagor further agrees to pay and perform all of their other obligations under the lease, sales contract or other agrees to pay and perform all of their other obligations under the lease, sales contract or other agreement.

If the Mortgagor defaults in the payment of any installment of rent, principal, interest or in the payment or performance of any other obligation under the lease, sales contract or other agreement, Lender shall have the right, but not the obligation, to pay the installment or installments and to pay or perform the other obligations on behalf of and at the expense of the Mortgagor. On receipt by Lender from the landlord or seller under the lease, sales contract or other agreement of any written notice of default by the Mortgagor, Lender may rely on the notice as cause to take any action it deems necessary or reasonable to cure a default even if the Mortgagor questions or denies the existence or nature of the default.

- 11. <u>SECURITY AGREEMENT</u>. This Moragage also constitutes a security agreement within the meaning of the Illinois Uniform Commercial Code ("UCC") and the Mortgagor grants to Lender a security interest in any Improvements included within the Units. Accordingly, Lender shall have all of the rights and remedies available to a secured party under the UCC with respect to such Improvements. Upon the occurrence of an event of default under this Mortgage, Lender shall have, in addition to the remedies provided by this Moragage, the right to use any method of disposition of collateral authorized by the UCC with respect to any Improvements in the Units subject to the UCC.
- 12. <u>REIMBURSEMENT OF ADVANCES</u>. If the Mortgagor fails to perform any of their obligations under this Mortgage, or if any action or proceeding is commerced which materially affects Lender's interest in the Units (including but not limited to a lien priority dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceedings), then Lender at its sole option may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' fees and entry upon the Units to make repairs). Any amounts disbursed shall become additional Debt, shall be immediately due and payable upon notice from Lender to the Mortgagor, and shall bear interest at the highest rate permitted under any instrument evidencing any of the Debt.
- 13. <u>DUE ON TRANSFER</u>. If all or any part of the Units or any interest in the Units is transferred without Lender's prior written consent, it may, at its sole option, declare the Debt to be immediately due and payable.

0603840211 Page: 6 of 14

UNOFFICIAL COPY

- 14. <u>NO ADDITIONAL LIEN</u>. The Mortgagor covenants not to execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against the interest of the Mortgagor in the Units, without the prior written consent of Lender, which shall not be unreasonably withheld, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage, and shall also be subject and subordinate to any then existing or future leases affecting the Units.
- 15. <u>EMINENT DOMAIN</u>. Notwithstanding any taking under the power of eminent domain, or other injury or damage to or decrease in value of the Units by any public or quasipublic authority or corporation, and so long as Lender does not declare the Debt to be immediately are and payable, the Mortgagor shall continue to pay the Debt in accordance with the terms of the Loan Documents until any award or payment shall have been actually received by Lender. By executing this Mortgage, the Mortgagor assigns the proceeds of any award or payment and any interest to Lender up to the amount of any indebtedness of Mortgagor to Lender with respect to the Units. The proceeds shall be applied first toward reimbursement of all costs and expenses of Lender, including reasonable attorneys' fees of Lender in collecting the proceeds and then toward payment of the Debt whether or not then due or payable, or Lender, at its option, may apply all or any part of the proceeds to the alteration, restoration or rebuilding of the Units, subject to such conditions as Lender, in its sole discretion, may prescribe.

For purposes of this mortgage, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended 49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.) and in the regulations adopted and publications promulgated pursuant uncreto, or any other federal, state or local governmental law, ordinance, rule or regulation.

- 16. <u>EVENTS OF DEFAULT/ACCELERATION</u>. Mortgagor shall be in default under this Mortgage upon the happening of any of the following events or the existence of any one of the following conditions:
- (a) failure of payment of any of the Debt secured hereby when due or failure to perform any promise made in this Mortgage;
- (b) any misrepresentation made by or on behalf of Mortgagor in this Mortgage or in any Loan Document furnished to Lender by Mortgagor in connection with the Units:
- (c) an Event of Default occurs under the Loan Agreement or any other Loan Document;
- (d) breach of any warranty made by or on behalf of Mortgagor in this Mortgage;

0603840211 Page: 7 of 14

UNOFFICIAL COPY

- (e) any event which results in the acceleration of the maturity of any indebtedness of Mortgagor to any other party under any loan agreement or any undertaking by Mortgagor of any kind;
- (f) the creation of any encumbrance upon the Units not otherwise approved by Lender or making of any levy, judicial seizure or attachment thereof or thereon;
- (g) any loss, theft, damage or destruction of the property of the Mortgagor not adequately insured;
 - (h) dissolution, termination of existence, or insolvency of Mortgagor;
- appointment of a receiver for any part of the property of Mortgagor, or the making of any assignment for the benefit of creditors by Mortgagor or the initiation of any proceeding under the bank uptcy laws by or against Mortgagor;
- (j) Lender, with respect to the Debt or any security given in connection therewith, reasonably deems, itself insecure for any reason whatsoever.
- Upon (a) the occurrence of any of the Events of Default set forth above, (b) demand, if permitted under the terms of any of the Debt, or (c) default under or violation of the terms of any of the Debt, the Mortgagor shall be in default under this Mortgage, and Lender shall thereafter be entitled to exercise its remedies under this Mortgage or as otherwise provided by law or agreement.
- REMEDIES UPON DEFAULT. Upon default under this Mortgage by the 17. Mortgagor, Lender is authorized to commence foreclosure proceedings against the Units through judicial proceedings or by advertisement in Cook County, Illinois, at the option of Lender, and to sell the Units at public auction pursuant to law, and out of the proceeds to retain all sums due Lender, including the costs of the sale and reasonable attorneys' fees rendering any surplus to the Mortgagor. The Units may be sold in one parcel as an entirety or in such parcels, manner and order as Lender may elect. By executing this Mortgage, the Mortgagor vaives, in the event of foreclosure of this Mortgage or the enforcement by Lender of any other rights and remedies in this Mortgage, any right otherwise available in respect to marshaling of assets which secure the Debt or to require Lender to pursue its remedies against any other such assets. The Mortgagor waives all rights to a hearing prior to sale in connection with any foreclosure of this Mortgage by advertisement in Cook County, Illinois and all notice requirements except as set forth in any applicable state statute providing for foreclosure by advertisement. The Mortgagor waives any and all rights to redemption from sale under any order or decree of foreclosure of this mortgage on behalf of the Mortgagor, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the Units subsequent to the date of this mortgage. The foregoing waiver of right of redemption is made pursuant to the provisions of Section 15-1601(b) of "Public Act No. 84-1462" effective July 1, 1987, as amended (735 ILCS, 5/15-1601).
- 18. <u>REPRESENTATIONS BY MORTGAGOR</u>. The Mortgagor represents that (a) the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, do not conflict with any agreement by which they are bound, and do not require the consent or approval of any governmental authority or any third party; (b) this

0603840211 Page: 8 of 14

T'S OFFICE

UNOFFICIAL COPY

Mortgage is a valid and binding agreement, enforceable according to its terms; and (c) all balance sheets, profit and loss statements, and other financial statements furnished to Lender are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates.

19. NOTICES. Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's telex number or facsimile number or address set forth below by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid, with return receipt requested, (c) first class or express mail, postage prepaid, (d) Federal Express, Purolator Courier or like overnig'it courier service, or (e) facsimile, telex or other wire transmission with request for assurance of receipt in a manner typical with respect to communication of that type. Notice made in accordance with this paragraph shall be deemed delivered upon receipt if delivered by hand or wire transmission, 3 business days after mailing if mailed by first class, registered or certified mail, or one business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. Any notice which either party hereto may desire or be required to give to the other party shall be addressed to:

To Lender: Associated Bank-Chicago

200 East Randolph Drive Chicago, Il'mois 60601 Attention: Rich Collins Facsimile: (312) 861-0261

With a copy to:

Pedersen & Houpt

161 N. Clark Street, Suite 3100

Chicago, Illinois 60601

Attention: Brian P. Collins, Esq.

Facsimile: (312) 261-1247

To Mortgagor:

C&C Capital LLC

161 East Chicago Avenue Chicago, Illinois 60610

Attention: Enrique Capella Pifarre

With a copy to:

Kenneth W. Sullivan, Esq.

1 Northfield Plaza

Suite 300

Northfield, Illinois 60093

or at such other place as either party hereto may by notice in writing designate as a place for service of notice. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where Illinois law governs the manner and timing of notices in foreclosure or receivership proceedings.

0603840211 Page: 9 of 14

UNOFFICIAL COPY

- 20. WAIVER OF JURY TRIAL. LENDER AND THE MORTGAGOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS MORTGAGE OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS MORTGAGE, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER LENDER NOR THE MORTGAGOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER LENDER OR THE MORTGAGOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.
- 21. MISCELLANFOUS. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. No waiver by Lender of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any right or remedy of Lender, nor affect the subsequent exercise of the same right or remedy by Lender for any subsequent default by the Mortgagor, and all rights and remedies of Linder are cumulative. These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective heirs, successors and assigns.

of the Office This Mortgage shall be governed by Illinois law except to the extent it is preempted by federal law or regulation.

[Signature Page Follows]

0603840211 Page: 10 of 14

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Mortgage, the day and year first above written.

C&C CAPITAL LLC

Property of County Clark's Office

0603840211 Page: 11 of 14

UNOFFICIAL COPY

IN DIANA
STATE OF HELINOIS)
COUNTY OF COOK)
COUNTY OF COOK)
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Enrique Capella Pifarre, the <u>restlect</u> of C&C Capital LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such <u>restlect</u> , appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 25 day of January, 2006.
Katherian Kulma
Notary Public Notary Public
My commission expires: 01-08 "OFFICIAL SEAL" KATHERINE M. KULESA NOTARY PUBLIC, STATE 21 INDIANA COUNTY OF LAKE MY COMMISSION EXPIRES 01/04/2008
MY COMMISSION EXPIRES 01/04/2008
7,0
O _K

0603840211 Page: 12 of 14

UNOFFICIAL COPY

EXHIBIT "A"

Legal Description

UNIT 2905:

Unit 2905 and Parking Space Unit P-156 and P-157 in The Lancaster Condominium as delineated on a Survey of the following described parcel of real estate:

Lot 11 in Lakeshore East Subdivision of part of the unsubdivided lands lying east of adjoining Fort Dearbon. Addition to Chicago, said addition being in the Southwest fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded March 4, 2003 as document 0030301045, in Cook County, Illinois.

Which Plat of Survey is attached as Exhibit A to the Declaration of Condominium recorded November 19, 2004 as document number 0432427093, as amended from time to time, together with their undivided percentage interest in the Common Elements.

UNIT 2805:

Unit 2805 and Parking Space Unit P-15 and P-152 in The Lancaster Condominium as delineated on a Survey of the following described parcel of real estate:

Lot 11 in Lakeshore East Subdivision of part of the unsubdivided lands lying east of adjoining Fort Dearborn Addition to Chicago, said addition being un the Southwest fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded March 4, 2003 as document 0030301045, in Cook County, Illinois.

Which Plat of Survey is attached as Exhibit A to the Declaration of Condominium recorded November 19, 2004 as document number 0432427093, as amended from time to time, together with their undivided percentage interest in the Common Elements.

UNIT 2705:

Unit 2705, and Parking Space Units P-149 and P-150 in The Lancaster Condominium as delineated on a Survey of the following described parcel of real estate:

Lot 11 in Lakeshore East Subdivision of part of the unsubdivided lands lying east of adjoining Fort Dearborn Addition to Chicago, said addition being in the Southwest fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded March 4, 2003 as document 0030301045, in Cook County, Illinois.

Which Plat of Survey is attached as Exhibit A to the Declaration of Condominium recorded November 19, 2004 as document number 0432427093, as amended from time to time, together with their undivided percentage interest in the Common Elements.

UNIT 2305:

0603840211 Page: 13 of 14

UNOFFICIAL COPY

Unit 2305, and Parking Space Units P-144 and P-145 in The Lancaster Condominium as delineated on a Survey of the following described parcel of real estate:

Lot 11 in Lakeshore East Subdivision of part of the unsubdivided lands lying east of adjoining Fort Dearborn Addition to Chicago, said addition being in the Southwest fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded March 4, 2003 as document 0030301045, in Cook County, Illinois.

Which Plat of Survey is attached as Exhibit A to the Declaration of Condominium recorded November 19, 2004 as document number 0432427093, as amended from time to time, together with their undivided percentage interest in the Common Elements.

ADDRESS

201 North Westshore Drive Chicago, Illinois 60601

TUM.

TOWNST CIONAL CONTROL CO PERMANENT TAX IDENTIFICATION NUMBER

17-10-400-024

0603840211 Page: 14 of 14

The mortgagor also hereby grants to the mortgagee, its successors and assigns, as right and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the declaration of condominium.

This mortgage is subject to all rights, easements and covenants, provisions, and reservation contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

Y.24 . "

Property of Cook County Clerk's Office