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Doc#: 0802234027 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/22/2008 09:06 AM Pg: 1 of 16

This Mortgage prepared by:  
NICOLE PERE  
WASHINGTON MUTUAL BANK  
3990 S BABCOCK ST  
MELBOURNE, FL 32901-8212



## REVOLVING CREDIT MORTGAGE

Loan Number: 0671845733

THIS MORTGAGE is from:  
RICHARD D. SCHUESSLER JOINED BY SPOUSE , BONNIE T SCHUESSLER

whose address is:

270 E PEARSON ST APT 502 CHICAGO, IL 60611-2691

("Borrower"); in favor of:

WASHINGTON MUTUAL BANK, A FEDERAL ASSOCIATION, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND WHOSE ADDRESS IS 2273 N GREEN VALLEY PARKWAY, SUITE #14, HENDERSON, NV 89014 ("LENDER") AND ITS SUCCESSORS OR ASSIGNS.

1. **Granting Clause.** Borrower hereby grants, bargains, sells, conveys and mortgages to Lender and its successors and assignees, the real property in COOK County, Illinois described below, and all rights and interest in it Borrower ever gets:  
SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

Tax Parcel Number: 17-03-228-034-4012/17-03-228-034-4051 together with all insurance and condemnation proceeds related to it; all income, rents and profits from it; all

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plumbing, lighting, air conditioning, and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property, all of which at the option of Lender may be considered to be either personal property or to be part of the real estate.

All of the property described above will be called the "Property." If any of the Property is subject to the Uniform Commercial Code, this Mortgage is also a Security Agreement which grants Lender, as secured party, a security interest in all such property.

**2. Obligation Secured.**

(a) This Mortgage is given to secure performance of each promise of Borrower contained herein or in a WaMu Equity Plus(TM) Agreement and Disclosure with Lender with a maximum credit limit of \$149,900.00 (the "Credit Agreement") including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Borrower under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for variable and fixed rates of interest. Under the Credit Agreement, the Borrower may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Mortgage. This Mortgage also secures payment of certain fees and charges payable by Borrower under the Credit Agreement, certain fees and costs of Lender as provided in Section 9 of this Mortgage and repayment of money advanced by Lender to protect the Property or Lender's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full on 01/08/2038 (the "Maturity Date"). All of this money is called the "Debt."

(b) In addition to the Debt secured by this Mortgage, this Mortgage shall also secure and constitute a lien on the Property for all future advances made by Lender to Borrower for any purpose within thirty (30) years after the date of this Mortgage, just as if the advance made by were made on the date of this Mortgage. Any future advance may be made in accordance with the terms of the Credit Agreement or at the option of Lender. The total amount of the indebtedness that may be secured by this in accordance with the terms of the Credit Agreement or Mortgage may increase or decrease from time to time but the total unpaid balance secured at any one time by this Mortgage shall not exceed two times the maximum credit limit that is set forth in Section 2(a) of this Mortgage, together with accrued interest and all of Lender's costs, expenses and disbursements made under this Mortgage.

**3. Representations of Borrower.** Borrower represents that:

(a) Borrower is the owner of the Property, which is unencumbered except by: easements reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or mortgage given in good faith and for value, the existence of which has been disclosed in writing to Lender; and

(b) The Property is not used for any agricultural or farming purposes.

**4. Promises of Borrower.** Borrower promises:

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Lender's written consent;

(b) To allow representatives of Lender to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

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(e) To see to it that this Mortgage remains a valid lien on the Property superior to all liens except those described in Section 3(a); and

(f) To keep the improvements on the Property insured by a company satisfactory to Lender against fire and extended coverage perils, and against such other risks as Lender may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Lender. Lender will be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Credit Agreement or, at Lender's sole option, released to Borrower. In the event of foreclosure or sale of the Property all rights of the Borrower in insurance policies then in force shall pass to the purchaser.

**5. Sale, Transfer, or Further Encumbrance of Property.** The loan is personal to Borrower, and the entire Debt shall be accelerated and become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Borrower including, without limit, further encumbrance of the Property. A sale or other transfer of the Property or any interest therein by Borrower without the full payment of the Debt shall constitute an event of default hereunder.

**6. Curing of Defaults.** If Borrower fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage, Lender may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Borrower's failure to comply. Repayment to Lender of all the money spent by Lender on behalf of Borrower shall be secured by this Mortgage. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Borrower on demand. Although Lender may take action under this Section, Lender is not obligated to do so.

**7. Remedies for Default.**

(a) Prompt performance under this Mortgage is essential. If Borrower does not pay any installment of the Debt on time, or any other event occurs that entitles Lender to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, the Debt and any other money whose repayment is secured by this Mortgage shall immediately become due and payable in full, at the option of the Lender and the total amount owed by Borrower on the day repayment in full is demanded, including all unpaid interest, will thereafter bear interest at the rate specified in the Credit Agreement.

(b) Upon the occurrence of a default as set forth in Section 7(a) above, Lender may institute an action to foreclose this Mortgage under Illinois law. Lender may seek any other remedies available to it under applicable Illinois law.

(c) The foreclosure of this Mortgage is not the exclusive remedy of Lender to collect the Debt. Lender may, upon the occurrence of a default, as set forth in Section 7(a) above, institute any other remedies available to a creditor under Illinois law. In connection with any portion of the Property which is personal property, Lender shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of Illinois.

(d) By accepting payment of any sum secured by this Mortgage after its due date, Lender does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

**8. Notice and Opportunity to Cure Defaults.** Except in the case of abandonment or other extreme circumstances, Lender shall, at least thirty (30) days prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified

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in Section 7, send to Borrower, by certified mail, a notice of default specifying the nature of the default and in the case of a payment default, the sum of the payments in default and any applicable late charges.

Borrower will have thirty (30) days from the postmarked date of such default notice to cure the default and during such thirty (30) day period, Lender shall not, in the absence of extreme circumstances, declare the entire Debt immediately due and payable in full and/or pursue any of the other remedies for default specified in Section 7. The above notwithstanding, Borrower shall be entitled to only two (2) such default notices in any twelve (12) month period, and if subsequent defaults occur within that twelve (12) month period, Lender may exercise its remedies for default immediately and without notice to Borrower.

**9. Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the obligation secured by this Mortgage shall be paid to Lender to be applied to the obligation in the same manner as payments under the Credit Agreement.

**10. Fees and Costs.** Borrower shall pay Lender's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Mortgage, in any lawsuit or proceeding which Lender is obligated to prosecute or defend to protect the lien of this Mortgage and, in any other action taken by Lender to collect the Debt, including without limitation any disposition of the Property under the Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings.

**11. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay Lender a release fee, unless prohibited by law, and for all recordation costs of any satisfaction of this Mortgage.

**12. Limitation of Future Advances.** In the event Borrower executes a Notice of Limitation of Future Advances of this Mortgage in accordance with Illinois law, Borrower shall send a copy of each Notice by prepaid certified mail within two (2) business days of execution thereof to the attention of Loan Service Director at:

WASHINGTON MUTUAL BANK  
CONSUMER LENDING -- BR2CLFL  
PO BOX 6868  
LAKE WORTH, FL 33466

The Notice of Limitation of Future Advances of this Mortgage will not be effective unless notice is provided to Lender as set forth above.

**13. Payoff and Similar Statements.** Unless prohibited by law, Lender may collect a fee in the amount determined by Lender, for furnishing a payoff demand statement or similar statement.

**14. Miscellaneous.** This Mortgage shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The words used in this Mortgage referring to one person shall be read to refer to more than one person if two or more have signed this Mortgage or become responsible for doing the things this Mortgage requires. This Mortgage shall be governed by and construed in accordance with Federal law and to the extent Federal law does not apply, the laws of the State of Illinois. In the event of any action hereunder or

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related hereto, and subject to applicable law, Borrower hereby waives any right to a jury trial. If any provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

**15. Waiver of Homestead.** Borrower hereby releases and waives all rights and benefits of the homestead exemption laws as to all indebtedness secured by this Mortgage.

**16. Waiver of Homestead Exemption by Non-Borrower.** To induce Lender to extend credit to Borrower, the undersigned hereby waives all right of homestead exemption laws as to all indebtedness secured by this Mortgage.

**17. Riders.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Condominium Rider

Planned Unit Development Rider

Land Trust Rider

Other: \_\_\_\_\_

(specify)

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DATED at Chicago, Illinois this 4<sup>th</sup> day of JANUARY, 2008.

BORROWER(S):

Richard D Schuessler  
RICHARD D SCHUESSLER

THE UNDERSIGNED JOINS IN THE EXECUTION AND DELIVERY OF THIS SECURITY INSTRUMENT TO SUBORDINATE ANY INTEREST HE OR SHE MAY HAVE OR MAY ACQUIRE IN THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION, ANY HOMESTEAD OR MARITAL RIGHTS, AND TO ACKNOWLEDGE ALL THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND ANY RIDERS HERETO.

Bonnie T Schuessler  
BONNIE T SCHUESSLER

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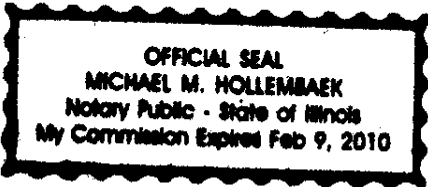
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STATE OF ILLINOIS )  
COUNTY OF COOK ) ss

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of JANUARY, 2008 by:  
RICHARD D SCHUESSLER \_\_\_\_\_ and  
BONNIE T SCHUESSLER \_\_\_\_\_ and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_ and

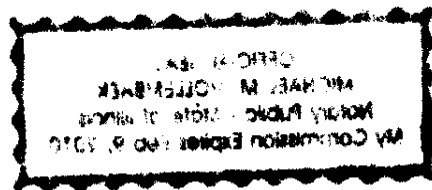
who is/are personally known to me or has produced ILDL/AZDL as identification.



[Signature]  
Printed/Typed Name: Michael M. Hollembaek  
Notary public in and for the state of ILLINOIS  
Commission Number: 541325

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**EXHIBIT "A"  
ATTACHMENT TO SECURITY INSTRUMENT**

ALL THAT CERTAIN LEASEHOLD INTEREST CONDOMINIUM SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS FOLLOWS:

**PARCEL 1:**

UNIT 502 IN THE BELVEDERE CONDOMINIUMS (AS HEREINAFTER DESCRIBED) TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF: (A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: NORTHWESTERN UNIVERSITY, A CORPORATION OF ILLINOIS, AS LESSOR, AND 270 EAST PEARSON, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED AS OF JUNE 31, 2000, WHICH LEASE WAS RECORDED AUGUST 2, 2000 AS DOCUMENT 000584557, AND RE-RECORDED AUGUST 11, 2000 AS DOCUMENT 00074519 AND AS AMENDED BY AMENDMENT TO GROUND LEASE RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010169900 AND SECOND AMENDMENT TO GROUND LEASE RECORDED MAY 20, 2004 AS DOCUMENT 0414242162 WHICH LEASE, AS AMENDED DEMISES THE LAND (AS HEREINAFTER DESCRIBED FOR A TERM OF 99 YEARS COMMENCING JULY 31, 2000 (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND); AND (B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: LOT 2 IN THE RESIDENCES ON LAKE SHORE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 91 TO 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 14 AND 20 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTH OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0414131100 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE EXCLUSIVE RIGHT TO THE USE OF S12, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID.

**PARCEL 3:**

UNIT P51 IN THE 270 EAST PEARSON GARAGE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (AS HEREINAFTER DESCRIBED): TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND

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**EXHIBIT "A" CONTINUED  
ATTACHMENT TO SECURITY INSTRUMENT**

COMMON ELEMENTS ARE

COMPRISED OF: (A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH

1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY NORTHWESTERN UNIVERSITY, A CORPORATION OF ILLINOIS, AS LESSOR, AND 270 EASET PEARSON L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE DATED AS OF MAY 20, 2004 WHICH LEASE WAS RECORDED MAY 20, 2004 AS DOCUMENT 0414131097 AS AND BY UNIT SUBLEASE(S) RECORDED MAY 21, 2004 AS DOCUMENT 0414242242 AND 0414242243 WHICH LEASE, AS AMENDED DEMISES THE LAND (AS HEREINAFTER DESCRIBED) FOR A TERM OF 95 YEARS COMMENCING MAY 2004 (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND); AND (B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: LOT 3 IN THE RESIDENCES ON LAKE SHORE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 91 TO 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES SUBDIVISION OF THE S OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0414131101, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1, 2 AND 3 FOR INGRESS, EGRESS, USE, ENJOYMENT AND SUPPORT AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED AS DOCUMENT 0414131098.

PARCEL 5:

NON EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 3 FOR INGRESS, EGRESS, USE, ENJOYMENT AND SUPPORT AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED AS DOCUMENT 0317834091.

TAX ID: 17-03-228-034-4012

17-03-228-034-4051

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when recorded return to:  
FSC0440  
2210 ENTERPRISE DRIVE  
FLORENCE, SC 29501

This document was prepared by:  
NICOLE PERE  
WASHINGTON MUTUAL BANK  
3990 S BABCOCK ST  
MELBOURNE, FL 32901-8212



## CONDOMINIUM RIDER

Loan Number: 0671845733

**THIS CONDOMINIUM RIDER** is made this 3rd day of January, 2008 and is incorporated into and shall be deemed to amend and supplement a Deed of Trust, Trust Indenture or Mortgage of even date ("Security Instrument") given by the undersigned ("Borrower") to secure performance of Borrower's obligations under Borrower's promissory note or line of credit agreement with:

WASHINGTON MUTUAL BANK

("Lender"). The

Security Instrument covers certain real property located at:

270 E PEARSON ST APT 502  
CHICAGO, IL 60611-2691

and described more fully therein. Said Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as BELVEDERE CONDOMINIUMS (herein "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.

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**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; (i) Declarations or any other document which creates the Condominium Projects; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents (jointly "Constituent Document"). Borrower shall pay when due all assessments imposed by the Owners' Association.

**B. Hazard Insurance.** So long as the Owners' Association maintains with a generally accepted insurance carrier a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage against fire, hazards included within the term "extended coverage" and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Borrower's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied; and (ii) The provisions of the Security Instrument regarding assignment of insurance policies shall be superseded by any provisions of the Constituent Documents or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the Security Instrument. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such 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 such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners' Association maintains a public liability 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 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 therein with the excess, if any, paid to Borrower.

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

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or to other casualty or in the case of a taking by condemnation or eminent domain; (ii) Any material amendment to the Constituent Documents, including, but not limited to, any amendment which would adversely affect the interest of Lender or change the percentage interests of the unit owners in the Condominium Project; (iii) The effectuation of any decision by the Owners' Association to terminate professional management and assume self-management of the Condominium Project; and (iv) Any action which should have the effect of rendering the public liability insurance coverage maintained by the Owners' Association unacceptable to Lender.

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**F. Voting Rights; Notice of Meetings.** Unless such rights have already been assigned to the holder or beneficiary of a prior mortgage or deed of trust, trust indenture or mortgage, the existence of which has been disclosed in writing to Lender pursuant to Security Instrument, Borrower to the extent permitted by law, hereby assigns to Lender all of Borrower's voting rights under the Constituent Documents, and irrevocably appoints Lender as its attorney and proxy to cast its votes at all times permitted or required pursuant thereto, to the extent permitted by law. If Lender's representative fails to attend a duly called meeting, then Borrower may cast its votes as though this power had not been granted to Lender. It is agreed that this power shall be coupled with an interest and may not be revoked by Borrower until the promissory note is fully satisfied and the Security Instrument released. Borrower agrees that it will cause copies of all notices of meetings and other notices required or permitted under the Constituent Documents to be sent directly to Lender.

**G. No Liability.** Lender assumes no liability for the performance of any obligation under Constituent Documents, except that if Lender acquires possession of the Property through foreclosure or otherwise, Lender agrees to perform and abide by all provisions thereof applicable to the owner of the Property as long as Lender retains title thereto.

**H. Default; Remedies.** If Borrower breaches Borrower's covenants and agreement hereunder, including the covenant to pay when due all condominium assessments, the breach will constitute a default under the Security Instrument and Lender may invoke any remedy provided herein subject to applicable law. Without limiting the foregoing, if Borrower does not pay condominium dues and assessments when due, the Lender may pay them. Any amounts disbursed by Lender hereunder shall become additional debt of Borrower secured by the Security Instrument, shall immediately due and payable and shall bear interest from the date of disbursement at the rate specified in the note or line of credit agreement unless otherwise prohibited by applicable law.

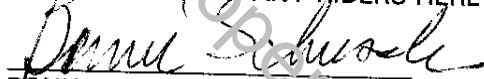
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider,

  
RICHARD D SCHUESSLER

THE UNDERSIGNED JOINS IN THE EXECUTION AND DELIVERY OF THIS SECURITY INSTRUMENT TO SUBORDINATE ANY INTEREST HE OR SHE MAY HAVE OR MAY ACQUIRE IN THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION, ANY HOMESTEAD OR MARITAL RIGHTS, AND TO ACKNOWLEDGE ALL THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND ANY RIDERS HERETO.

  
BONNIE T SCHUESSLER

Property of Cook County Clerk's Office

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## LEASEHOLD LOAN RIDER TO SECURITY INSTRUMENT

Loan Number: 0671845733

This Rider is attached to and made a part of that certain Mortgage, Deed of Trust or Deed to Secure Debt and Security Agreement (the "Security Instrument") dated January 3, 2008, between RICHARD D SCHUESSLER, ("Borrower") for the benefit of WASHINGTON MUTUAL BANK ("Lender").

1. The Property covered by the Security Instrument is the following described leasehold interest affecting property located in COOK County, ILLINOIS:

That certain Leasehold Estate ("Leasehold Estate") and all of Borrower's right, title and interest, created by that certain Lease dated \_\_\_\_\_, a memorandum of which was recorded \_\_\_\_\_ under COOK County Recording No. \_\_\_\_\_, the Landlord's interest in which is held by \_\_\_\_\_

\_\_\_\_\_ and the Tenant's interest in which is held by Borrower. The Lease covers all of that certain lot, piece or parcel of land, more particularly described in the Security Instrument to which this Rider is attached.

Together with all right, title and interest of Borrower in and to all options to purchase, options of first refusal and renewal, options with respect to said Lease or said property or any portion thereof or any interest therein, and in and to any greater estate in said property (including the fee simple estate) as may be subsequently acquired by or released to Borrower.

Together with all interest, estate or other claims, both in law or equity, which Borrower now has or may hereafter acquire in said property.

2. The following provisions are added to the Security Instrument as additional terms, conditions and covenants thereof:

### Lease Provisions.

(a) Borrower will not surrender its Leasehold Estate or other interest in or to the Lease, nor terminate nor cancel the Lease, and Borrower will not without the express written consent of Lender modify, change, supplement, alter, or amend the Lease or exercise any options thereunder, either orally or in writing, and as further security for the repayment of the indebtedness secured hereby and for the performance of the covenants herein and in the Lease, Borrower hereby assigns to Lender all of its rights, privileges, and prerogatives as tenant under the Lease to terminate, cancel, modify, change, supplement, alter or amend the Lease or exercise any options thereunder, and any such termination, cancellation, modification, change, supplement, alteration, or amendment of the Lease or exercise of an option thereunder without the prior written consent of Lender shall be void

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and of no force and effect.

(b) No release or forbearance of any of Borrower's obligations under the Lease shall release Borrower from any of its obligations under the Security Instrument, including its obligations with respect to the payment of rent or other charges as provided for in the Lease and the performance of all of the terms, provisions, covenants, conditions, and agreements contained in the Lease to be kept, performed, and complied with by Borrower thereunder.

(c) Unless Lender shall otherwise expressly consent in writing, the fee title to the real property demised by the Lease and the Leasehold Estate created pursuant thereto shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates or interests either in Landlord, Borrower, or a third party purchaser or otherwise, and Borrower further covenants and agrees that, in case it shall acquire the fee title, or any other estate, title or interest in such portion of the real property demised under the Lease, this Security Instrument shall attach to, and cover, and be a lien upon such other estate, title or interest so acquired, and such other estate, title, or interest so acquired by Borrower shall be considered as granted, assigned, transferred, mortgaged, pledged, and set over unto Lender and the lien hereof spread to cover such estate, title, or interest with the same force and effect as though specifically herein granted, assigned, conveyed, transferred, mortgaged, pledged and set over unto Lender.

(d) Borrower agrees to perform all of the terms and conditions contained in the Lease, and it is covenanted and agreed that any default by Borrower as tenant under the Lease shall constitute a default hereunder. Lender may (but shall not be obligated to) take any action Lender deems necessary or desirable to prevent or cure any default by Borrower in the performance of or compliance with any of Borrower's covenants and obligations under the Lease, and Borrower hereby authorizes Lender to enter upon the Property for such purposes. Any amounts disbursed by Lender under this subsection (d) shall become additional debt of Borrower and shall be secured by the Security Instrument in accordance with the provisions of the Security Instrument.

(e) Borrower shall immediately furnish Lender with copies of all notices of default served by Landlord on Borrower under the Lease. Borrower hereby expressly grants to Lender the right to participate in all legal proceedings, including arbitration proceedings, affecting or pertaining to the Lease or the real property demised thereunder.

(f) Upon request of Lender, Borrower will promptly furnish to Lender such records and other information as Lender may desire with respect to matters pertaining to the Lease and Borrower's compliance thereunder.




# UNOFFICIAL COPY

0671845733

By signing below you hereby acknowledge receipt of a copy of the Security Instrument and a copy of this Rider.

  
RICHARD D SCHUESSLER

THE UNDERSIGNED JOINS IN THE EXECUTION AND DELIVERY OF THIS SECURITY INSTRUMENT TO SUBORDINATE ANY INTEREST HE OR SHE MAY HAVE OR MAY ACQUIRE IN THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION, ANY HOMESTEAD OR MARITAL RIGHTS, AND TO ACKNOWLEDGE ALL THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND ANY RIDERS HERETO.

  
BONNIE T SCHUESSLER

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