

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 0923641090 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/24/2009 11:55 AM Pg: 1 of 14

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 14-07-220-022-0000

**Address:**

**Street:** 1952 W FARRAGUT AVENUE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60640

**Lender:** STEPHEN R PATTON AND LINDA W PATTON

**Borrower:** ANDREW C PATTON AND CHLOE J CHITTICK

**Loan / Mortgage Amount:** \$169,400.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** 8C211908-B44A-461A-B0E0-65689E81EADC

**Execution date:** 08/19/2009

SA 4530184 3173 null no m a l e n e t

Property of Cook County Clerk's Office

Box 334

HOB

**UNOFFICIAL COPY**

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

**Leon Zelechowski, Esq.  
Leon Zelechowski, Ltd.  
111 W. Washington  
Suite 1051  
Chicago, Illinois 60602**

**JUNIOR MORTGAGE**

THIS JUNIOR MORTGAGE, (herein sometimes called "**Mortgage**") is made as of August 19, 2009, by **ANDREW C. PATTON AND CHLOE J. CHITTICK** (collectively "Borrower"), jointly and severally, having an address at 1952 W. Farragut Avenue, Chicago, Illinois 60640, in favor of **STEPHEN R. PATTON AND LINDA W. PATTON** (collectively "Lender"), or their survivor, having an address at 1462 N. Ridge Avenue, Evanston, Illinois 60201.

**RECITALS:**

Loan. Borrower is the owner of the land described on Exhibit A attached hereto, together with all improvements thereon. To provide funds for the purpose of acquiring the property, Lender has agreed to lend to Borrower an amount equal to \$169,400.00 (the "Loan") pursuant to the terms and conditions set forth herein.

The Note. Borrower executed and delivered to the Lender a promissory note in the original principal amount of \$169,400.00 dated the date hereof (the "**Note**"), bearing interest at the rate of four and 36/100 percent (4.36%) per annum (the "**Interest Rate**") payable to the order of Lender, subject to acceleration by Lender as provided in the Note and this Mortgage. All principal and interest on the Note are payable in lawful money of the United States of America at the address of Lender for notices set forth below, or at such place as the holder thereof may from time to time appoint in writing.

Loan Documents. To evidence and secure the obligations and liabilities of Borrower to Lender in connection with the Loan, Borrower has executed and delivered to Lender the Note and this Mortgage (collectively referred to as the "**Loan Documents**"). As used in this Mortgage, the term "**Secured Obligations**" means and includes all obligations and liabilities of Borrower under the Loan Documents.

# UNOFFICIAL COPY

The term "Premises," for purposes of this Mortgage, means and includes all of the following:

(a) Real Estate. All of the land described on Exhibit A attached hereto, together with all rights, easements, hereditaments, rights of way, privileges, appurtenances and betterments now or hereafter belonging to the land; and

(b) Improvements and Fixtures. All buildings, structures, replacements, fixtures, and other improvements and property of every kind and character now or hereafter located or erected on the real estate including all equipment, appliances, stoves, refrigerators, fans, heaters, incinerators, compactors, water heaters and similar equipment, carpeting, floor coverings, growing plants, fire sprinklers and alarms, control devices, and HVAC (collectively as the "Improvements").

## GRANT

NOW THEREFORE, for and in consideration of Lender's making the proceeds of the loan available to Borrower and in order to secure the full, timely and proper payment and performance of each and every one of the Secured Obligations,

**BORROWER HEREBY MORTGAGES, CONVEYS, TRANSFERS AND ASSIGNS TO LENDER AND ITS SUCCESSORS AND ASSIGNS, AND HEREBY GRANTS TO LENDER AND ITS SUCCESSORS AND ASSIGNS A CONTINUING SECURITY INTEREST IN AND TO ALL OF THE PREMISES,**

TO HAVE AND TO HOLD the Premises unto Lender, its successors and assigns, subject to those exceptions set forth in the "Title Commitment" issued by Chicago Title Insurance Company, with the effective date of June 12, 2009, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

## ARTICLE I COVENANTS AND AGREEMENTS OF BORROWER

Further to secure the payment and performance of the Secured Obligations, Borrower hereby covenants and agrees with Lender as follows:

1.1 Payment of Secured Obligations. Borrower agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, the principal and interest on the Note subject to adjustment as therein provided and all other Secured Obligations.

1.2 Impositions. Borrower will pay before delinquent all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens, ordinary or

# UNOFFICIAL COPY

extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due (collectively referred to herein as an "Imposition" or "Impositions"), that may be levied, assessed, made, imposed or charged on or against the Premises or any property used in connection therewith, and will pay before due any tax or other charge on the interest or estate in lands created or represented by this Mortgage or by any of the other Loan Documents, whether levied against Borrower or Lender or otherwise, and will upon request submit to Lender all receipts showing payment of all of such taxes, assessments and charges. Notwithstanding anything to the contrary contained herein, if, by law, any Imposition, at the option of the taxpayer, can and customarily is paid in installments, whether or not interest shall accrue on the unpaid balance of such Imposition, Borrower may exercise the option to pay such Imposition in installments and, in such event, shall pay such installments, together with any interest thereon, as the same become due and payable and before any fine, penalty, additional interest or cost may be added thereto. Subject to the terms of the Superior Financing Documents (defined below), Borrower shall have the right at its own expense to contest the amount or validity, in whole or in part, of any Imposition, by appropriate proceedings diligently conducted in good faith.

1.3. Maintenance and Repair: Protection of Security. Borrower will not abandon the Premises; will not do or suffer anything to be done which would depreciate or impair the value of the Premises or the security of this Mortgage; will not remove or demolish any of the Improvements; will pay promptly for all labor and materials for all construction, repairs and improvements to or on the Premises; subject to the provisions of paragraph 1.7 below, will promptly restore and replace any of the Improvements which are destroyed or damaged; will not commit, suffer, or permit waste of any part of the Premises; and will maintain all grounds and abutting streets and sidewalks in good and neat order and repair.

1.4. Transfers. Borrower shall not: (i) directly or indirectly sell, contract to sell, assign, transfer, convey, or dispose of the Premises, or any part thereof or any interest or estate therein; or (ii) subject or permit the Premises, or any portion thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (including the right to receive the rents and profits therefrom) directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance or right, other than the Superior Financing Documents.

1.5. Access by Lender. The Borrower will at all times, upon reasonable prior notice, permit access by Lender and its agents, representatives, contractors and participants (if any), during normal business hours, to inspect the Premises.

1.6. Insurance. Borrower will at all times maintain or cause to be maintained on the Premises all insurance required at any time or from time to time by the Superior Mortgage, which provisions are incorporated herein by reference, naming Lender as mortgagee/loss payee. Borrower shall deliver to and keep deposited with Lender certificates of all policies of such insurance and renewals thereof, with premiums prepaid, and with standard non-contributory Lender and loss payable clauses reasonably satisfactory to Lender.

1.7. Repair of Damage. If the Premises shall be destroyed or damaged in whole or in part, by fire or other casualty (including any casualty for which insurance was not obtained or obtainable) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Borrower

# UNOFFICIAL COPY

shall give to Lender immediate notice thereof. Borrower, to the extent there shall be insurance proceeds available therefore, shall promptly repair, alter, restore, replace and rebuild the same, at least to the extent of the value and as nearly as possible to the character of the Premises existing immediately prior to such occurrence. Lender shall in no event be called upon to repair, alter, replace, restore or rebuild such Premises, or any portion thereof, nor to pay any of the costs or expenses thereof. Insurance proceeds shall be made available for repair or restoration under such terms and conditions as the holder of the Superior Financing Documents shall determine. In the event the holder of the Superior Financing Documents shall elect to apply the proceeds to payment of the obligations secured by the Superior Financing Documents, Lender shall have the right to have any proceeds, in excess of the amount of the obligation secured by the Superior Financing Documents, applied to payment of the Secured Obligations.

1.8. Eminent Domain. In case the Premises, or any part or interest therein, is taken by condemnation, all awards and compensation paid as a result thereof shall be applied as determined by the holder of the Superior Financing Documents, provided that in the event the holder of the Superior Financing Documents shall elect to apply the award to payment of the obligations secured by the Superior Financing Documents, Lender shall have the right to have any award, in excess of the amount applied to the obligations secured by of the Superior Financing Documents, applied to payment of the Secured Obligations.

1.9. Governmental Requirements. Borrower will at all times substantially comply with, and cause the Premises and condition thereof to substantially comply with, all federal, state, county, municipal, local and other governmental statutes, ordinances, requirements, regulations, rules, orders, licensing provisions and decrees of any kind whatsoever that apply or relate to Borrower or the Premises or the use thereof.

1.10. Mechanics' Liens. If any mechanic's, laborer's or materialmen's lien shall at any time be filed against the Premises or any part thereof, Borrower, within 30 days after notice of the filing thereof, shall cause the same to be discharged of record or otherwise stayed by payment, deposit, order of a court of competent jurisdiction or otherwise or bonded or insured over by a title insurance company acceptable to Lender (the "Title Company"). Notwithstanding anything to the contrary contained herein, Borrower may, in good faith and with due diligence, contest the validity or amount of any lien not expressly subordinated to the lien hereof and defer payment and discharge thereof during the pending of such contest, provided that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such lien.

1.11. Continuing Priority. Subject to Borrower's right to contest set forth above, Borrower will pay such fees, Impositions and charges, execute and file (at Borrower's expense) such financing statements, obtain such acknowledgments or consents, notify such obligors or providers of services and materials and do all such other acts and things as Lender may from time to time request to establish and maintain a valid and perfected lien on and security interest in the Premises, subject only to the Superior Mortgage and to provide for payment to Lender directly of all cash proceeds thereof, with Lender in possession of the Premises to the extent it requests.

# UNOFFICIAL COPY

1.12. Utilities. Borrower will pay all utility charges for the Premises when due and maintain all utility services available for use at the Premises.

1.13. Assignment of Rents, Leases and Profits. Subject to the rights of the holder of the Superior Financing Documents, Borrower does hereby sell, assign, and transfer unto Lender all of the rents, leases and profits from the Premises, it being the intention of this Mortgage to establish an absolute transfer and assignment of all such rents, leases and profits from and on the Premises unto Lender, provided that, Lender hereby grants Borrower the privilege to collect and retain such rents, income, and profits unless and until an Event of Default exists under this Mortgage. Subject to the rights of the holder of the Superior Financing Documents, upon the occurrence of an Event of Default, and whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale of the Premises or during any period of redemption, Lender, after notice to Borrower, without regard to waste, adequacy of the security or solvency of Borrower, may revoke the privilege granted Borrower hereunder to collect the rents, issues and profits of the Premises.

1.14. Lender's Performance. If Borrower fails to pay or perform any of its obligations herein contained and all applicable grace or cure periods have expired, Lender may (but need not) make any payment or perform (or cause to be performed) any obligation of Borrower hereunder, in any form and manner deemed expedient by Lender, and any amount so paid or expended (plus reasonable compensation to Lender for its out-of-pocket and other expenses for each matter for which it acts under this Mortgage), with interest thereon at the Interest Rate, shall be added to the principal debt hereby secured and shall be repaid to Lender within five (5) days after notice thereof.

1.15. Subrogation. To the extent that Lender, on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior or superior to the lien of this Mortgage, or Borrower or any other person pays any such sum with the proceeds of the loan secured hereby, Lender shall have and be entitled to a lien or other interest on the Premises equal in priority to the lien or other interest discharged and Lender shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Lender in securing the Secured Obligations.



# UNOFFICIAL COPY

## ARTICLE II DEFAULT

Each of the following shall constitute an event of default ("**Event of Default**") hereunder (including, if Borrower consists of more than one person or entity, the occurrence of any of such events with respect to any one or more of such persons or entities):

### 2.1 Payment; Performance.

(a) Failure to make any payment of principal, interest, fees or any other amount due under the Note which is not cured within the time period provided therefore; or

(b) Failure to pay any of the other Secured Obligations, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise within fifteen (15) days after the due date thereof; or

(c) Except as specifically set forth in any other provision of this Article II, default in the timely and proper performance of any of the covenants or agreements of Borrower contained herein, and the continuation of such failure for thirty (30) days after written notice thereof is given to Borrower by Lender;

(d) An Event of Default occurs under the Note or under any other Loan Document which is not cured within the time period provided therefore, if any; or

(e) A default under any one of the Superior Financing Documents is declared by the holder thereof and not thereafter waived.

2.2 Representations and Warranties. Any representation, warranty, or disclosure made to Lender by Borrower in connection with or as an inducement to the making of the loan evidenced by the Note, this Mortgage or any of the other Loan Documents, proving to be false or misleading in any material respect as of the time the same was made, whether or not any such representation or disclosure appears as part of this Mortgage.

## ARTICLE III REMEDIES

3.1 Acceleration. Upon the occurrence of any Event of Default, the entire indebtedness evidenced by Note and all other Secured Obligations, together with interest thereon at the rate applicable after maturity as provided in the Note, shall, at the option of Lender, notwithstanding any provisions thereof and without presentment, demand, protest or notice of any kind to Borrower or to any other person, become and be immediately due and payable.

3.2 Remedies Cumulative. No remedy or right of Lender hereunder or under the Note or any of the other Loan Documents or otherwise, or available under applicable law, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under

# UNOFFICIAL COPY

applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence herein, nor shall it affect any subsequent Event of Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Lender. All obligations of Borrower, and all rights, powers and remedies of Lender, expressed herein shall be in addition to, and not in limitation of, those provided by law or in the note or any other Loan Documents or any other written agreement or instrument relating to any of the Secured Obligations or any security therefore.

3.3 Possession of Premises; Remedies under Loan Documents and Note. To the extent permitted by law, Borrower hereby waives all right to the possession, income, and rents of the Premises from and after the occurrence of any Event of Default, and Lender is hereby expressly authorized and empowered, at and following any such occurrence, to enter into and upon and take possession of the Premises or any part thereof, to complete any construction or repairs in progress thereon at the expense of Borrower, to lease the same, to collect and receive all rents and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Premises or, at the election of Lender in its sole discretion, to a reduction of such of the Secured Obligations in such order as Lender may elect. Lender, in addition to the rights provided under the Note and any of the other Loan Documents, is also hereby granted full and complete authority to enter upon the Premises, employ watchmen to protect the Improvements from depredation or injury and to preserve and protect the Premises, and to continue any and all outstanding contracts for the erection, completion or repair of improvements to the Premises, to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of Borrower. All such expenditures by Lender shall be Secured Obligations hereunder. Upon the occurrence of any Event of Default, Lender may also exercise any or all rights or remedies under the Note and any of the other Loan Documents.

3.4 Foreclosure. Upon the occurrence of any Event of Default, Lender shall also have the right immediately or at any time thereafter to foreclose this Mortgage. Upon the filing of any complaint for that purpose, the Lender, in its sole discretion deems necessary or proper, to execute and deliver all instruments required by Lender to accomplish the disposition of the Premises; this power of attorney is a power coupled with an interest and is irrevocable while any of the Secured Obligations are outstanding.

Lender may also, either before or after foreclosure sale, and without regard to the solvency or insolvency at the time of such application of any person then liable for the payment of any of the Secured Obligations, without regard to the then value of the Premises or whether the same shall then be occupied, in whole or in part, as a homestead, by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceedings, appoint a receiver for the benefit of Lender, with power to take possession, charge, and control of the Premises, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all rents during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during any period of redemption.



# UNOFFICIAL COPY

In the case of any sale of the Premises pursuant to any judgment or decree of any court at public auction or otherwise, Lender may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Note and any claims for the debt in order that there may be credited as paid on the purchase price the amount of the debt. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefore) in any court, all expenses of every kind paid or incurred by Lender for the enforcement, protection or collection of this security, including court costs, attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by Borrower.

3.5 No Liability on Lender. Notwithstanding anything contained herein, Lender shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of Borrower and Borrower shall and does hereby agree to indemnify against and hold Lender harmless of and from any and all liabilities, losses or damages which Lender may incur or pay under or with respect to any of the Premises or under or by reason of its exercise of rights hereunder and any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Premises or in any of the contracts, documents or instruments evidencing or creating any of the Premises, unless such liability, claim, cost or demand is caused solely by Lender's willful misconduct. Lender shall not have responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, licensee, stranger or other person. No liability shall be enforced or asserted against Lender in its exercise of the powers herein granted to it, and Borrower expressly waives and releases any such liability.

## **ARTICLE IV** **GENERAL**

4.1 Permitted Acts. Borrower agrees that, without affecting or diminishing in any way the liability of Borrower or any other person (except any person expressly released in writing by Lender) for the payment or performance of any of the Secured Obligations or for the performance of any obligation contained herein or affecting the lien hereof upon the Premises or any part thereof, Lender may at any time and from time to time, without notice to or the consent of any person release any person liable for the payment or performance of any of the Secured Obligations, extend the time for, or agree to alter the terms of payment of, any indebtedness under the Note or any of the other Secured Obligations, modify or waive any obligation, subordinate, modify or otherwise deal with the lien hereof, accept additional security of any kind, release any Premises or other property securing any or all of the Secured Obligations, make releases of any portion of the Premises, consent to the making of any map or plat of the Premises, consent to the creation of a condominium regime on all or any part of the Premises or the submission of all or any part of the Premises to the provisions of any condominium act or any similar provisions of law of the state where the Premises are located, or to the creation of any

# UNOFFICIAL COPY

easements on the Premises or of any covenants restricting the use or occupancy thereof, or exercise or refrain from exercising, or waive, any right Lender may have hereunder or under any of the other Loan Documents.

4.2 Notices. Any and all notices given in connection with this Mortgage shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, Federal Express or other over-night messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by other means at least as fast and reliable as first class mail. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it shall be delivered to the address required by this Mortgage; (b) the date delivery shall have been refused at the address required by this Mortgage; or (c) with respect to notices sent by mail, the date as of which the postal service shall have indicated such notice to be undeliverable at the address required by this Mortgage. Any and all notices referred to in this Mortgage, or which either party desires to give to the other, shall be addressed as follows:

If to Borrower: Andrew C. Patton and Chloe J. Chittick  
1952 W. Farragut Avenue  
Chicago, Illinois 60640

If to Lender: Stephen R. Patton and Linda W. Patton  
1462 N. Fidge Avenue  
Evanston, Illinois 60201

or such other address or to such other party which any party entitled to receive notice hereunder designates to the others in writing.

4.4 Successors; Borrower; Gender. All provisions hereof shall inure to and bind the parties and their respective successors, vendees and assigns. The word "Borrower" shall include all persons claiming under or through Borrower. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4.5 Care by Lender. Lender shall be deemed to have exercised reasonable care in the custody and preservation of any of the Premises in its possession if it takes such action for that purpose as Borrower requests in writing, but failure of Lender to comply with any such request shall not be deemed to be, or to be evidence of, a failure to exercise reasonable care, and no failure of Lender to preserve or protect any rights with respect to such Premises against prior parties, or to do any act with respect to the preservation of such Premises not so requested by Borrower, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Premises.

4.6 No Waiver; Writing. No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right

# UNOFFICIAL COPY

or remedy. The granting or withholding of consent by Lender to any transaction as required by the terms hereof shall not be deemed a waiver of the right to require consent to future or successive transactions.

4.7 Waiver. Borrower, on behalf of itself and all persons now or hereafter interested in the Premises to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, and redemption statutes (including but not limited to 735 ILCS 5/12—122, *et seq.*), laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Secured Obligations secured by this Mortgage, and Borrower agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage. Without limiting the generality of the preceding sentence, Borrower, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court.

4.8 Defeasance. Upon full payment of all Secured Obligation in accordance with their respective terms and at the time and in the manner provided, this conveyance shall be null and void, and thereafter, upon demand therefore, an appropriate instrument of reconveyance or release shall in due course be made by the Lender to the Borrower.

#### 4.9 Subordination.

4.9.1 Performance of Superior Financing Documents. Notwithstanding anything herein contained to the contrary, this Mortgage is subordinate to the lien, in an amount not to exceed \$412,000.00, on the Premises created by Borrower in favor of a third party lender to finance the purchase of the Premises (the "Superior Mortgage"). Borrower covenants that it shall faithfully and fully observe and perform each and every term, covenant and condition of the Superior Mortgage and of any and all loan agreements, notes, security agreements and other loan documents related to the Superior Mortgage (collectively, including the Superior Mortgage, the "**Superior Financing Documents**"), and shall not permit the occurrence of an event of default under any of such Superior Financing Documents which is not cured within the time period provided therefore. Borrower shall immediately notify Lender of any default or delinquency under any of the Superior Financing Documents, and shall provide Lender with a copy of any notice of default or delinquency received by Borrower pursuant to any of the Superior Financing Documents. A default or delinquency under any one of the Superior Financing Documents which is declared by the holder thereof, and not thereafter waived, shall automatically and immediately constitute an Event of Default under this Mortgage (without any further cure, grace or notice period), and in consequence thereof, Lender may avail itself of any remedies it may have for an Event of Default hereunder, including, without limitation, acceleration of the Note and foreclosure hereunder.

4.9.2 Lender's Performance of Superior Financing Documents. Lender is hereby expressly authorized to advance at its option all sums necessary to keep any Superior Financing

# UNOFFICIAL COPY


Documents in good standing, and all sums so advanced, together with interest thereon at the rate applicable after maturity as set forth in the Note, shall be repayable on demand to Lender and shall be secured by the lien of this Mortgage, as in the case of other advances made by Lender hereunder.

4.9.3 Prohibition on Modification. Borrower agrees that Borrower shall not make any agreement with the holder of the Superior Financing Documents which shall in any way increase the principal balance evidenced or secured by the Superior Financing Documents, without the express written consent of Lender, which consent shall not be unreasonably withheld or delayed.

4.9.4 Effect of Subordination. The subordination of the lien of this Mortgage to the lien of the Superior Financing Documents shall be effective, without further action of the parties, regardless of the date or order of recording of this Mortgage and the Superior Financing Documents, even if the Superior Financing Documents are not entered into or recorded for an extended period of time after the date hereof.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Mortgage as of the date and year first above written.

  
\_\_\_\_\_  
Andrew C. Patton

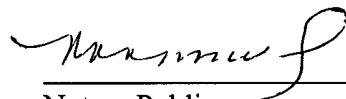
  
\_\_\_\_\_  
Chloe J. Chittick

# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS:  
COUNTY OF COOK        )

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on 8/19, 2009, Andrew C. Patton and Chloe J. Chittick, personally appeared before me this day in person and acknowledged that they signed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

  
\_\_\_\_\_  
Notary Public

My commission expires



Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

LOT 22 AND THE EAST 1/2 OF LOT 21 IN BLOCK 6 IN NICHOLAS MILLER'S SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 14-07-220-022-0000

Commonly known as: 1952 W. Farragut Avenue, Chicago, Illinois 60640

Property of Cook County Clerk's Office