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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 0933818091 Fee: \$98.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/04/2009 04:47 PM Pg: 1 of 12

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 14-17-221-009-0000

Address:

Street: 4550 N Clarendon Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60640

Lender: PNC BANK, N.A.

Borrower: LAKEVIEW TOWERS RESIDENCE ASSOCIATION, INC

Loan / Mortgage Amount: \$4,374,300.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 7770 et seq. because it is commercial property.

Certificate number: D78C3369-0171-46C0-9BD1-7DB934D89992

Execution date: 12/04/2009

UNOFFICIAL COPY

This Document Prepared by:

Levy, Levy & Levy
900 Larkspur Landing Circle
Larkspur, CA 94939
Attn: Paul Renno, Esq.

After Recording Please Return to:

PNC Bank, N.A.
Attn: Monica Palomarez
575 Market Street, 28th Floor
San Francisco, CA 94105

SECOND
MORTGAGE

Property of Cook County Clerk's Office

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FHA Form No. 4116-b
(CORPORATE)
(Revised March 1971)

Project No. 071-10012

SECOND MORTGAGE

THIS INDENTURE, made as of this 1st day of December, 2009, between Lake View Towers Residents Association Inc., an Illinois not-for-profit corporation, organized and existing under the laws of Illinois, Mortgagor, and PNC BANK, N.A., a national banking association, Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee in the principal sum of **Four Million Three Hundred Seventy-Four Thousand Three Hundred and no/100ths Dollars (\$4,374,300.00)**, evidenced by its note of even date herewith, bearing interest from date on outstanding balances at **six and twenty-five hundredths per centum (6.25%) per annum**, said principal and interest being payable in monthly installments as provided in said note with a final maturity of **May 1, 2051**, which note is identified as being secured hereby by a certificate thereon. Said note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

NOW, THEREFORE the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents CONVEY, MORTGAGE, and WARRANT unto the Mortgagee, its successors or assigns, the following-described real estate situate, lying, and being in the **City of Chicago, in the County of Cook, and the State of Illinois**, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind now or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises; including but not limited to all gas and electric fixtures; all radiators, heaters, furnaces, heating equipment, steam and hot-water boilers, stoves, and ranges; all elevators and motors; all bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing fixtures; all mantels and cabinets; all refrigerating plants and refrigerators, whether mechanical or otherwise; all cooking apparatus; all furniture, shades, awnings, screens, blinds, and other furnishings; all of which apparatus, fixtures, and equipment, whether affixed to the realty or not, shall be considered real estate for the purposes hereof; and including all furnishings now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, and all renewals or replacements thereof or articles in substitution therefor; together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein;

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

AND SAID MORTGAGOR covenants and agrees:

1. That it will pay the note at the times and in the manner provided therein;
2. That it will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Mortgage was executed;
3. **See attached Rider A attached hereto and incorporated herein;**
4. That all rents, profits and income from the property covered by this Mortgage are hereby assigned to the Mortgagee for the purpose of discharging the debt hereby secured. Permission is hereby given to Mortgagor so long as no default exists hereunder, to collect such rents, profits and income for use in accordance with the provisions of the Regulatory Agreement, **as defined in Rider A;**
5. That upon default hereunder Mortgagee shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;
6. That at the option of the Mortgagor the principal balance secured hereby may be reamortized on terms acceptable to the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner if a partial prepayment results from an award in condemnation in accordance with provisions of paragraph 8 herein, or from an insurance payment made in accordance with provisions of paragraph 7 herein, where there is a resulting loss of project income;
7. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner upon the insurance of the mortgage and other hazards as may be required from time to time by the Mortgagee, and all such insurance shall be evidenced by standard Fire and Extended Coverage Insurance Policy or policies, in amounts not less than necessary to comply with the applicable Coinsurance Clause percentage, but in no event shall the amounts of coverage be less than eighty per centum (80%) of the Insurable Values or the unpaid balance of the insured mortgage **and the First Mortgage (as defined on Rider A hereto)**, whichever is the lesser, and in default thereof the Mortgagee shall have the right to effect insurance. Such policies shall be endorsed with standard Mortgagee clause with loss payable to the Mortgagee ~~and the Secretary of Housing and Urban Development as interest may appear~~, and shall be deposited with the Mortgagee; **the insurance carrier providing the insurance shall be chosen by the Mortgagor, subject to the approval of the Mortgagee, which approval shall not be unreasonably withheld or delayed;**

That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company in pursuance of the contract of insurance to the extent of the indebtedness then remaining unpaid, shall be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises;

8. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award;

9. That it is lawfully seized and possessed of said real estate in fee simple, and has good right to convey same;

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10. To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, a sum sufficient to pay all taxes and special assessments that heretofore or hereafter may be lawfully levied, assessed or imposed by any taxing body upon the said land, or upon the Mortgagee or Mortgagee on account of the ownership thereof to the extent that provision has not been made by the Mortgagor for the payment of such taxes and special assessments as hereinafter provided in subparagraph 17 (b);

11. In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended together with any sums expended by the Mortgagee to keep the mortgage insurance in force, shall become so much additional indebtedness, secured by this mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor and shall bear interest at the rate specified in the note from the date of the advance until paid, and shall be due and payable on demand;

12. It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same, but in the event of a tax contest, the Mortgagor shall deposit with the Mortgagee an amount estimated by the Mortgagee sufficient to satisfy all taxes, penalties, interest, and costs which may reasonably accrue during such contest;

13. That it will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage, **except as set forth Rider B attached hereto and incorporated herein**, and further that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises;

14. That the improvements about to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the applicable fire rating or inspection organization, bureau, association, or office. In the event the Mortgagor shall at any time fail to comply with such rules, regulations, and ordinances which are now or may hereafter become applicable to the premises above described, after due notice and demand by the Mortgagee, thereupon the principal sum and all arrears of interest and other charges provided for herein, shall at the option of the Mortgagee become due and payable;

15. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured or held under the provisions of the National Housing Act, it will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed;

16. That the funds to be advanced herein are to be used in the construction of certain improvements on the lands herein described, in accordance with a building loan agreement between the Mortgagor and Mortgagee dated as of **December 1, 2009**, which building loan agreement (except such part or parts thereof as may be inconsistent herewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this mortgage; and if the construction of the improvements to be made pursuant to said building loan agreement shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, the Mortgagee, after due notice to the Mortgagor or any subsequent owner, is hereby invested with full and complete authority to enter upon the said premises, employ watchmen to protect such improvements from depredation or injury and to preserve and protect the personal property therein, and to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of the Mortgagor, and to pay and discharge all debts, obligations, and liabilities incurred thereby. All such sums so advanced by the Mortgagee (exclusive of advances of the principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness secured hereby and shall be secured by this mortgage and shall be due and payable on demand with interest at the rate specified in the note, but no such advances shall be insured unless same are specifically approved by the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner prior to the making thereof. The principal sum and other charges provided for herein shall, at the option of the Mortgagee or holder of this mortgage and the note securing the same, become due and payable on the failure of the Mortgagor to keep and perform any of the covenants, conditions, and agreements of said building loan agreement. This covenant shall be terminated upon the completion of the improvements to the satisfaction of the Mortgagee and the making of the final advance as provided in said building loan agreement;

17. That, together with, and in addition to, the monthly payments of interest or of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each succeeding month after the date hereof, until the said note is fully paid, the following sums:

- (a) An amount sufficient to provide the Mortgagee with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly service charge, if they are held by the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Mortgagee one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such Mortgagee with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or
 - (II) Beginning with the first day of the month following an assignment of this instrument and the note secured hereby to the Secretary of Housing and Urban Development, a monthly service charge which shall be an amount equal to one-twelfth of **eight-tenths percent (1/12 of 0.80%)** of the average outstanding principal balance due on the note computed for each successive year beginning with the first of the month following such assignment, without taking into account delinquencies or prepayments.
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, taxes and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, water rates, taxes and assessments will become delinquent, such sums to be held by the **First Mortgagee**, for so long as the indebtedness secured by the **First Mortgage is outstanding, and thereafter, by Mortgagee** to pay said ground rents, premiums, water rates, taxes, and special assessments upon payment or earlier release of the First Mortgage, amounts escrowed for such purposes with First Mortgagee shall, to the extent not applied to the **First Mortgage loan in accordance with the First Mortgage documents, be transferred to Mortgagee.**
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to **either the First or Second Mortgagee, as applicable**, and to be applied by said Mortgagee to the following items in the order set forth:

- UNOFFICIAL COPY
- (I) premium charges under the Contract of Insurance with the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commission, or service charge;
 - (II) ground rents, taxes, special assessments, water rates, fire and other property insurance premiums if any remain unpaid **under the First Mortgage with respect to the Second Mortgage;**
 - (III) interest on the note secured by the **First Mortgage or Second Mortgage, as applicable;**
 - (IV) amortization of the principal of said **First or Second Note.**

18. Any excess funds accumulated under (b) of the preceding paragraph remaining after payment of the items therein mentioned shall be credited to subsequent monthly payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor the Mortgagor shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder. In case of termination of the Contract of Mortgage Insurance by prepayment of the mortgage in full, or otherwise (except as hereinafter provided), accumulations under (a) of the preceding paragraph hereof not required to meet payments due under the Contract of Mortgage Insurance, shall be credited to the Mortgagor. If the property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under (b) of the preceding paragraph shall be credited to the principal of the mortgage as of the date of commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and accumulations under (a) of the preceding paragraph shall be likewise credited unless required to pay sums due the Secretary of Housing and Urban Development, acting by and through the Commissioner under the Contract of Mortgage Insurance;

19. IN THE EVENT of default in making any monthly payment provided for herein or in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable, in which event the Mortgagee shall have the right immediately to foreclose this mortgage;

20. AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant, not to exceed in any case five per centum (5%) of the amount of the principal indebtedness found to be due, and for stenographers' fees of the complainant in such proceeding, and costs of minutes of foreclosure, master's fees, and all other costs of suit, and also for all outlays for documentary evidence and the cost of the complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, instituted by the Mortgagee to enforce the provisions of this mortgage or in case of any suit or legal proceeding wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage;

21. AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate specified in the note, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal moneys remaining unpaid. The over-plus of the proceeds of sale, if any, shall then be paid as the court may direct;

22. A RECONVEYANCE of said premises shall be made by the Mortgagee to the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagee;

23. IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor;

24. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on its own behalf and on behalf of each and every person except decree or judgment creditors of the Mortgagor acquiring any interest in or title to the premises subsequent to the date of this mortgage;

25. THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure to, the successors and assigns of the respective parties hereto. 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.

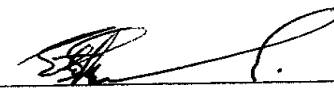
[Signatures to follow on next page]

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IN WITNESS WHEREOF, the Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its PRESIDENT and attested by its SECRETARY on the day and year first above written, pursuant to authority given by resolution duly passed by BOARD OF DIRECTORS of said corporation.

LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC.,
an Illinois not-for-profit corporation

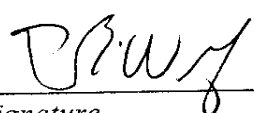
[CORPORATE SEAL]

By: 
Stephen Somuah, President

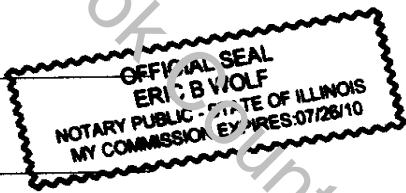
ATTEST: 
DIANE SANTUCCI, SECRETARY

STATE OF ILLINOIS }
COUNTY OF COOK }

This instrument was acknowledged before me on 12.4, 2009 by
Stephen Somuah as President of Lakeview Towers Residents Association Inc., an Illinois not-for-profit corporation.


Signature

(print name)



[SEAL]

STATE OF ILLINOIS
LOAN NO. 071-10012

Mortgage

Lake View Towers Residents Association Inc.,
an Illinois not-for-profit corporation

TO
PNC BANK, N.A.,
a national banking association

Doc. No.

Filed for Record in the Recorder's Office of
Cook County, Illinois, on the _____ day of _____
at _____ A.D. 2009,
_____ m., and duly recorded in Book _____
of _____ Page _____

Clerk

258161-P

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Exhibit A

Legal Description

Parcel 1:

Lot 3 (except the West 11.0 feet of the North 79.336 feet) and Lots 4 to 12, both inclusive, the East 79 feet of Lot 1 (measured along the South Line of said Lot); all of the East and West vacated alley lying South of and adjoining Lots 3 to 6, both inclusive, and all of the North and South vacated alley lying West of and adjoining Lots 7 to 11, both inclusive, all in Christian Kurz's Resubdivision of Lots 5 and 6 in Rufus C. Hall's Subdivision of part of the East 1/2 of the Northeast 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 10 and the East 59.60 feet of Lot 9 in Wallingford's Subdivision of the 15 Rods South of and adjoining the North 95 Rods of the East 1/2 of the Northeast 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 14-17-221-009-0000
14-17-221-010-0000
14-17-221-011-0000
14-17-221-012-0000
14-17-221-025-0000
14-17-221-026-0000
14-17-221-027-0000
14-17-221-028-0000
14-17-221-029-0000
14-17-221-032-0000

Address: 4550 North Clarendon Avenue
Chicago, Illinois

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RIDER A

Notwithstanding any other provision contained herein or in the Note, it is agreed that the execution of the Note shall impose no personal liability upon the Mortgagor or any officer or director of the Mortgagor for payment of the indebtedness evidenced thereby and in the event of a default, the holder of the Note shall look solely to the property subject to this Mortgage, the Security Agreement and to the rents, issues and profits thereof in satisfaction of the indebtedness evidenced by the Note and will not seek or obtain any deficiency or personal judgment against the Mortgagor or any officer or director of the Mortgagor except such judgment or decree as may be necessary to foreclose or bar its interest in the property subject to this Mortgage and all other property mortgaged, pledged, conveyed or assigned to secured payment of the Note; provided, that nothing in this condition and no action so taken shall operate to impair any obligation of the Mortgagor or any officer or director of the Mortgagor under the Regulatory Agreement herein referred to and made a part hereof.

That certain Amended and Restated Regulatory Agreement between Mortgagor and the Secretary is incorporated in and made a part of this Second Mortgage. Upon default under the HUD Documents, and upon the request of the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner, the Mortgagee, at its option, may declare the whole of the indebtedness secured hereby to be due and payable.

In the event that the Maker is declared to be in default under that certain First Mortgage Note, dated December 1, 2004 (the "First Mortgage Note") and secured by that certain First Mortgage, dated December 1, 2004 and recorded December 21, 2004 as Document No.0435612272 in the Official Records (the "First Mortgage"), said default under said insured First Mortgage Note shall constitute a default under this Second Mortgage and at the election of the Mortgagee, the Mortgagee may exercise any or all of its rights as provided in this Second Mortgage upon the event of a default.

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RIDER B

APPROVED EXISTING ENCUMBRANCES

(to be attached based upon lender's title policy)



Property of Cook County Clerk's Office

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RIDER B

APPROVED EXISTING ENCUMBRANCES

TAXES FOR THE YEAR 2009 and subsequent years.

MORTGAGE DATED DECEMBER 1, 2004 AND RECORDED DECEMBER 21, 2004 AS DOCUMENT NO. 0435612272 MADE BY LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION, TO MIDLAND LOAN SERVICES, INC. TO SECURE A NOTE FOR \$27,943,500.00.

REGULATORY AGREEMENT FOR INSURED MULTIFAMILY HOUSING PROJECTS BETWEEN LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC. AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT AND HIS/HER SUCCESSORS AND ASSIGNS DATED DECEMBER 1, 2004 AND RECORDED DECEMBER 21, 2004 AS DOCUMENT NO. 0435612273.

USE AGREEMENT AND AMENDMENT OF REGULATORY AGREEMENT MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 26, 1991 AND AMENDED AND RESTATED AUGUST 1, 1992, KNOWN AS TRUST NUMBER 114365-08, AND LAKE VIEW TOWERS PRESERVATION CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT AND HIS SUCCESSORS, ACTING BY AND THROUGH THE FEDERAL HOUSING COMMISSION, DATED AUGUST 1, 1992 AND RECORDED AUGUST 27, 1992 AS DOCUMENT NUMBER 92635715 AS AMENDED BY USE AGREEMENT AND AMENDMENT OF REGULATORY AGREEMENT RECORDED AUGUST 27, 1992 AS DOCUMENT NUMBER 92635717.

EXTENSION AND AMENDMENT OF USE AGREEMENT DATED AS OF DECEMBER 1, 2009, MADE BY AND BETWEEN LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC. AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT AND HIS OR HER SUCCESSORS.

TERMS, PROVISIONS AND CONDITIONS CONTAINED IN USE AGREEMENT MADE BY AND BETWEEN THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 26, 1991 AND AMENDED AND RESTATED AUGUST 1, 1992 AND KNOWN AS TRUST NUMBER 114365-06, AND LAKE VIEW TOWERS PRESERVATION CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, DATED AUGUST 1, 1992 AND RECORDED AUGUST 27, 1992 AS DOCUMENT NUMBER 92635720.

SECURITY INTEREST OF MIDLAND LOAN SERVICES, INC., SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING LAKEVIEW TOWERS RESIDENTS ASSOCIATION INC. AS DEBTOR AND RECORDED MARCH 2, 2006 AS DOCUMENT NO. 0606116059.

AMENDMENTS RECORDED OCTOBER 29, 2009 AS DOCUMENT NO. 0930229069 (CORRECTING DEBTOR'S ADDRESS) AND 0930229070

MATTERS AS DISCLOSED BY A PLAT OF SURVEY OF THE LAND BY NATIONAL SURVEY SERVICE, INC. DATED OCTOBER 7, 2009, JOB NUMBER N-128161:

1. SOUTHEAST CORNER OF BUILDING 0.02 FEET SOUTH AT GRADE AND SOUTHEAST CORNER OF TRIM AT 2D FLOOR 0.37 FEET SOUTH AT THE NORTHWEST CORNER OF N. CLARENDON AVE. AND W. WINDSOR AVE;
2. NORTHEAST CORNER OF TRIM AT 2D FLOOR 0.33 FEET NORTH, AT THE SOUTHWEST CORNER OF N. CLARENDON AVE., AND W. WILSON AVE;
3. NORTH FACE OF BUILDING 0.03 FEET NORTH, 0.02 FEET NORTH, 0.03 FEET NORTH, 0.06 FEET NORTH AND 0.03 FEET NORTH AT GRADE ALONG THE SOUTH LINE OF W. WILSON AVE.;
4. TRIM AT 2D FLOOR 0.36 FEET NORTH AT NORTHWEST CORNER OF THE NORTH TOWER BUILDING;
5. CURB AT WALK 5.48 FEET NORTH ABOUT 22 FEET EAST OF THE NORTHWEST CORNER OF THE PROPERTY;
6. BAY WINDOW 0.15 FEET EAST ON 2 STORY BRICK BUILDING AT THE SOUTHWEST CORNER OF THE PROPERTY;
7. CURB AT WALK 8.45 FEET SOUTH ABOUT 1.5 FEET EAST OF THE SOUTHWEST CORNER OF THE PROPERTY;
8. TRIM AT 2D FLOOR 0.29 FEET SOUTH AT SOUTHWEST CORNER OF THE SOUTH TOWER BUILDING;
9. SOUTH FACE OF BUILDING 0.03 FEET SOUTH ABOUT 87 FEET EAST OF THE

RIDER B (CONTINUED)
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APPROVED EXISTING ENCUMBRANCES

SOUTHWEST CORNER OF THE SOUTH TOWER.

10. METAL FENCES INTRUDING INTO THE PUBLIC WAYS ADJOINING ON THE NORTH, EAST AND SOUTH SIDES OF THE PROPERTY.

PERPETUAL EASEMENT FOR INGRESS AND EGRESS AND FOR UNDERGROUND PUBLIC AND PRIVATE UTILITIES AS SET FORTH AND CREATED IN AGREEMENT BETWEEN LOUIS A. WEISS MEMORIAL HOSPITAL, AN ILLINOIS NOT FOR PROFIT CORPORATION, AND HAR LEE APARTMENTS, INC., A CORPORATION OF ILLINOIS, DATED JULY 12, 1968 AND RECORDED JULY 15, 1968 AS DOCUMENT NUMBER 20551133 OVER, UNDER AND UPON THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF LOTS 3 AND 4 AND OF THE EAST AND WEST ALLEY VACATED BY ORDINANCE PASSED AUGUST 14, 1967 IN CHRISTIAN KURZ'S RESUBDIVISION OF LOTS 5 AND 6 IN RUFUS C. HALL'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID EAST AND WEST VACATED ALLEY, 79.0 FEET WEST OF THE MOST EASTERLY LINE OF LOT 1 IN SAID CHRISTIAN KURZ'S RESUBDIVISION; THENCE NORTH 28.0 FEET ALONG A LINE PARALLEL WITH THE WEST LINE AND SAID WEST LINE EXTENDED OF SAID LOT 3; THEN WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 3 TO A POINT ON THE EAST LINE OF THE WEST 11.0 FEET OF SAID LOT 3; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 11.0 FEET OF LOT 3 TO A POINT ON THE SOUTH LINE OF THE NORTH 79.336 FEET OF SAID LOT 3; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 79.336 FEET OF LOT 3 TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH ALONG SAID WEST LINE AND WEST LINE EXTENDED OF LOT 3 TO A POINT ON THE SOUTH LINE OF SAID EAST AND WEST VACATED ALLEY; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND THE FOLLOWING SUBORDINATE ITEMS:

MORTGAGE DATED AUGUST 1, 1992 AND RECORDED AUGUST 27, 1992 AS DOCUMENT NO. 92635719 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 23, 1991 AND AMENDED AND RESTATED AUGUST 1, 1992, KNOWN AS TRUST NUMBER 114365-08 TO SECRETARY OF HOUSING AND URBAN DEVELOPMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$7,099,500.00.

SUBORDINATED TO MORTGAGE DOCUMENT NO. 0435612272 BY SUBORDINATION AGREEMENT BY AND AMONG THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, MIDLAND LOAN SERVICES, INC. AND THE LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC. DATED AS OF DECEMBER 1, 2004 AND RECORDED ON DECEMBER 21, 2004 AS DOCUMENT 0435612276.

ASSUMPTION AND MODIFICATION AGREEMENT MADE SEPTEMBER 27, 2001 RECORDED OCTOBER 2, 2001 AS DOCUMENT NUMBER 0010918442 BY AND BETWEEN U.S. BANK NATIONAL ASSOCIATION D/B/A/ FIRSTAR BANK, N.A. (SUCCESSOR BY MERGER TO FIRST WISCONSIN TRUST COMPANY), AS TRUSTEE, LASALLE BANK NATIONAL ASSOCIATION UNDER INDENTURE OF TRUST BY AND BETWEEN CITY OF CHICAGO, ILLINOIS AND LASALLE NATIONAL BANK, AS BOND TRUSTEE, DATED AUGUST 1, 1992, THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT AND LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC.

SUBORDINATED BY SUBORDINATION AGREEMENT BY AND AMONG THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, PNC BANK, N.A., AND LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC.

SUBORDINATION AGREEMENT MADE SEPTEMBER 1, 2001 RECORDED OCTOBER 2, 2001 AS DOCUMENT NUMBER 0010917183, BETWEEN THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY AND THE SECRETARY OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, SUBORDINATING DOCUMENT NO. 92635719 SHOWN AS EXCEPTION 'F' HEREIN TO MORTGAGE DOCUMENT NO. 0010917182 SHOWN AT EXCEPTION 'I' HEREIN, AS SUCH SUBORDINATION AGREEMENT WAS AMENDED BY SECTION 13(3) OF THE SUBORDINATION AGREEMENT AND SECOND AMENDMENT OF JUNIOR LOAN DOCUMENTS BETWEEN ILLINOIS HOUSING DEVELOPMENT AUTHORITY, PNC BANK, N.A., AND LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC. (AND HUD, AS TO SECTION 13(3) THEREOF) DATED AS OF DECEMBER 1, 2009

TERMS, PROVISIONS AND CONDITIONS CONTAINED IN DECLARATION OF RESTRICTIVE COVENANTS AND REGULATORY AGREEMENT MADE BY AND AMONG THE CITY OF CHICAGO,

UNOFFICIAL COPY**RIDER B (CONTINUED)****APPROVED EXISTING ENCUMBRANCES**

JUNIOR MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES DATED SEPTEMBER 1, 2001 AND RECORDED OCTOBER 2, 2001 AS DOCUMENT NUMBER 0010917182 MADE BY LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION, TO THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$675,000.00.

SUBORDINATED TO MORTGAGE DOCUMENT NO. 0435612272 BY SUBORDINATION AGREEMENT AND AMENDMENT OF JUNIOR LOAN DOCUMENTS BY AND AMONG ILLINOIS HOUSING DEVELOPMENT AUTHORITY, MIDLAND LOAN SERVICES, AND LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC. DATED AS OF DECEMBER 1, 2004 AND RECORDED ON DECEMBER 21, 2004 AS DOCUMENT NO. 0435612275.

SUBORDINATED BY SUBORDINATION AGREEMENT AND SECOND AMENDMENT OF JUNIOR LOAN DOCUMENTS BY AND AMONG ILLINOIS HOUSING DEVELOPMENT AUTHORITY, PNC BANK, N.A., AND LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC.

REGULATORY AND LAND USE RESTRICTION AGREEMENT MADE SEPTEMBER 1, 2001 RECORDED OCTOBER 2, 2001 AS DOCUMENT NUMBER 0010917181 BY AND BETWEEN LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AND THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY.

SUBORDINATED TO MORTGAGE DOCUMENT NO. 0435612272 BY SUBORDINATION AGREEMENT AND AMENDMENT OF JUNIOR LOAN DOCUMENTS BY AND AMONG ILLINOIS HOUSING DEVELOPMENT AUTHORITY, MIDLAND LOAN SERVICES, AND LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC. DATED AS OF DECEMBER 1, 2004 AND RECORDED ON DECEMBER 21, 2004 AS DOCUMENT NO. 0435612275.

SUBORDINATED BY THE SUBORDINATION AGREEMENT AND SECOND AMENDMENT OF JUNIOR LOAN DOCUMENTS BETWEEN ILLINOIS HOUSING DEVELOPMENT AUTHORITY, PNC BANK, N.A., AND LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC. (AND HUD, AS TO SECTION 13(3) THEREOF) DATED AS OF DECEMBER 1, 2009

MORTGAGE DATED MAY 11, 2007 AND RECORDED JULY 12, 2007 AS DOCUMENT NO. 0719334106 MADE BY LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC. TO MB

AFFORDABLE HOUSING PROGRAM RECAPTURE AGREEMENT DATED MAY 11, 2007 AND RECORDED JULY 12, 2007 AS DOCUMENT NUMBER 0719334105 MADE BY AND BETWEEN LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC. AND MB FINANCIAL BANK, N.A., AND THE PROVISIONS THEREIN CONTAINED.

SUBORDINATED

BY SUBORDINATION AGREEMENT AND AMENDMENT OF JUNIOR LOAN DOCUMENTS BY AND AMONG MB FINANCIAL BANK N.A., PNC BANK, N.A., AND LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC.

LEASE BY AND BETWEEN LAKE VIEW TOWERS RESIDENTS ASSOCIATION INC., LESSOR, AND LAUNDRYLAND ROUTE, INC., LESSEE, OF THE LAUNDRY ROOMS FOR AN INITIAL TERM COMMENCING NOVEMBER 15, 2007 AND TERMINATING NOVEMBER 14, 2017 AS DISCLOSED BY MEMORANDUM THEREOF RECORDED OCTOBER 22, 2009 AS DOCUMENT NO. 0929529047.

SUBORDINATION AND ATTORNMENT AGREEMENT SUBORDINATING SAME

SECURITY INTEREST OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND,

SECURITY INTEREST OF ILLINOIS HOUSING DEVELOPMENT AUTHORITY, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND,