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This instrument was prepared
by and after recording mail to:

Kara Allen
Chuhak & Tecson, P.C.
30 S. Wacker Drive, Ste. 2600
Chicago, IL 60606

Doc#: 1208734076 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/27/2012 11:13 AM Pg: 1 of 15



Doc#: 1311516016 Fee: \$66.00
Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/25/2013 10:31 AM Pg: 1 of 15

AFFIDAVIT OF KEVIN LICHTERMAN

I, Kevin Lichterman, being first duly sworn on oath, deposes and says that I am the Assistant Vice President of Wintrust Financial Corporation, and its wholly owned subsidiary Northbrook Bank & Trust Company, as successor in interest to the Federal Deposit Insurance Corporation, as Receiver for First Chicago Bank & Trust ("Northbrook") and its duly authorized agent.

If sworn as a witness, I will competently testify as a witness to the above facts.

I have full knowledge and authority to make this affidavit and have personal knowledge of the loan records of Northbrook.

The mortgage dated August 15, 2009 (the "Mortgage"), on the following described premises:

See Attached Exhibit A

securing that certain Term Note (Consolidated) also dated August 15, 2009, that was executed by 1416 S. Michigan LLC, the mortgagor, has been lost.

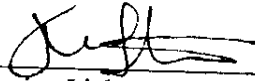
After due inquiry, Northbrook was unable to locate the originals of these loan instruments but attests that the attached are true and correct copies of the original instruments executed by the mortgagor, 1416 S. Michigan LLC.

The true and correct copies of the original instrument executed by the mortgagor, 1416 S. Michigan LLC, and attached hereto are maintained in the files of Northbrook in its ordinary course of business.

THIS AFFIDAVIT IS BEING RE-RECORDED TO INCLUDE THE CORRECT JUNIOR MORTGAGE.

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AFFIANT FURTHER SAYETH NOT.

By: 
Kevin Lichterman, Assistant Vice President,
Purchased Assets Division of Wintrust Financial
Corporation, and its wholly owned
subsidiary Northbrook Bank & Trust Company,
as successor in interest to the Federal Deposit
Insurance Corporation, as Receiver for First
Chicago Bank & Trust

SIGNED and SWORN to before

Subscribed and sworn to
Before me this 15 day of March, 2012


Notary Public



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EXHIBIT A

LOT 21 IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-22-107-027-0000 .

Property Commonly Known As: 1416 -18 S. Michigan Avenue, Chicago, Illinois;

Property of Cook County Clerk's Office

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**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

MELTZER PURTILL & STELLE LLC
300 S. Wacker Drive, Suite 3500
Chicago, Illinois 60606
Attn: Lauren A. Bell, Esq.

Property Address:

See Exhibit A attached hereto.

Permanent Index Numbers:

See Exhibit A attached hereto.

This space reserved for Recorder's use only

JUNIOR MORTGAGE

DATE AND PARTIES. The date of this Junior Mortgage ("Security Instrument") is August 15, 2009. The parties and their addresses are:

MORTGAGOR:

1416 S. MICHIGAN, LLC
Mainstay Hospitality
1233 S. Wabash
Chicago, IL 60605

LENDER:

FIRST CHICAGO BANK & TRUST
1145 North Arlington Heights Road
Itasca, Illinois 60143

1. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts (hereinafter defined) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender, the following described property:

SEE ATTACHED EXHIBIT A

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as "Property"). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

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2. **MAXIMUM OBLIGATION LIMIT.** Subject to Section 3 of this Mortgage, the total principal amount secured by this Security Instrument at any one time will not exceed \$12,420,000.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
3. **SECURED DEBTS.** This Security Instrument will secure the following (separately and collectively, the "Secured Debts"):
 - A. **Specific Debts.** The debt evidenced by and all extensions, renewals, refinancings, modifications and replacements of that certain Term Note (Consolidated) dated of even date herewith, from Woodsmill Park Limited Partnership ("Borrower") to Lender, in the principal amount of \$6,210,000.00 (as amended from time to time, the "Note"), and all mortgages, security agreements and other documents securing the same.
 - B. All sums advanced and expenses incurred or advanced by Lender under the terms of this Security Instrument or any other document evidencing or securing the Note.
4. **PRIOR SECURITY INTERESTS.** Mortgagor agrees to make all payments when due and to perform or comply with all covenants set forth in (i) that certain Mortgage dated January 14, 2009 from Mortgagor to Mortgagee recorded with the Recorder of Deeds in Cook, County, Illinois on January 20, 2009, as Document No. 0902005112 (the "First Mortgage"), (ii) that certain Mortgage dated March 31, 2007 from Mortgagor to Metropolitan Bank and Trust Company recorded with the Recorder of Deeds in Cook, County, Illinois on April 3, 2007, as Document No. 0709348141 (the "Second Mortgage"), and (iii) that certain Mortgage dated September 2, 2003 from Mortgagor, as successor in interest to Matthew A. O'Malley, to Metropolitan Bank and Trust Company recorded with the Recorder of Deeds in Cook, County, Illinois on September 8, 2003, as Document No. 0325134123 (the "Third Mortgage") (the First Mortgage, Second Mortgage and Third Mortgage are hereinafter collectively referred to as the "Senior Mortgage"). This Mortgage is junior and subordinate to the Senior Mortgage.
5. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
6. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debts to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debts are paid in full and this Security Interest is released.
7. **WARRANTIES AND REPRESENTATIONS.** Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:
 - A. **Power.** Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted.

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B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and, subject to the requirements of the Senior Mortgage, will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

9. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property. No portion of the Property will be removed, demolished or materially altered outside the ordinary course of Mortgagor's business, without Lender's prior written consent. Mortgagor will not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

10. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, to the extent not prohibited by applicable law, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

11. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following, subject to the Senior Mortgage and related obligations secured thereby:

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as "Leases").

B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing

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Leases will be provided on execution of the assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Security Instrument. As long as this assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Except in connection with the sale or leasing of residential condominium units in the ordinary course of business as provided under the Loan Documents, Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so required) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and/or Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

12. **DEFAULT.** Mortgagor will be in default ("Default" or "Event of Default") if any of the following occur:

- A. **Payments.** Borrower fails to make a payment in full when due.
- B. **Insolvency or Bankruptcy.** Any legal entity obligated on the Secured Debts makes an assignment for the benefit of creditors or becomes insolvent, either because its liabilities exceed its assets or it is unable to pay its debts as they become due; or it petitions for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petition or action under such laws.
- C. **Death or Incompetency.** Mortgagor or Borrower dissolves.
- D. **Failure to Perform.** Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument, subject to the notice and cure provisions as provided in the Loan Documents.
- E. **Other Documents.** A default occurs under the terms of any other transaction document, subject to the notice and cure provisions as provided in the Loan Documents.

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F. Other Agreements. Mortgagor or Borrower is in default on any other debt or agreement Mortgagor or Borrower has with Lender, subject to the notice and cure provisions as provided therein.

G. Misrepresentation. Mortgagor or Borrower makes any verbal or written statement or provides any financial information that is untrue or inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor or Borrower fails to satisfy or appeal any judgment against Mortgagor or Borrower.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Except in connection with the sale of residential condominium units in the ordinary course of business as provided under the Loan Documents, Mortgagor or Borrower transfers all or a substantial part of Mortgagor or Borrower's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Mortgagor Default. Any default by Mortgagor under Senior Mortgage or the notes, indebtedness, documents or obligations secured thereby.

13. REMEDIES. Upon the occurrence of a Default, Lender may use any and all remedies Lender has under state or federal law or in any instrument evidencing or pertaining to the Secured Debts. Any amounts advanced on Mortgagor or Borrower's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor or Borrower's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor or Borrower may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

Upon Default, Lender will have the right, without declaring the whole indebtedness due and payable, to foreclose against all or any part of the Property and will have the right to possession provided by law. This Security Instrument will continue as a lien on any part of the Property not sold on foreclosure.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

14. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument. Mortgagor agrees to pay expenses for

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Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include all costs and disbursements, including reasonable attorneys' fees and collection agency charges, incurred to collect or enforce this debt. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code,

15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release, or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

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F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located, on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) except for acts caused by Lender's adjudicated gross negligence or willful misconduct, Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and reasonable attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

16. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns and shall give notice to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

17. **INSURANCE.** Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor

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may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing.)

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property at Mortgagor's sole cost and expense. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance.

18. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all homestead exemption, redemption, reinstatement and appraisal rights relating to the Property.

19. APPLICABLE LAW. This Security Instrument is governed by the laws of Illinois, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

20. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

21. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

22. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

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By signing on the following page hereof, Mortgagor agrees to the terms and covenants contained in this Security Instrument.

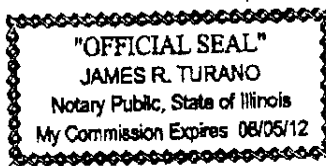
MORTGAGOR:

1416 S. MICHIGAN, LLC, an Illinois limited liability company

By: Matthew A. O'Malley
Name: Matthew O'Malley
Its: _____

Property of Cook County Clerk's Office

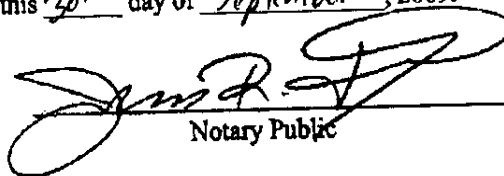
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STATE OF ILLINOIS)
) .ss
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Matthew O'Malley, the _____ of 1416 S MICHIGAN, LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, and the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September, 2009.


 Notary Public

My Commission Expires: 8/5/12

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EXHIBIT A

LEGAL DESCRIPTION

LOT 21 IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-22-107-027-0000

Address: 1416-18 South Michigan Avenue, Chicago, Illinois

Property of Cook County Clerk's Office

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[Handwritten signature]
Property of Cook County Clerk's Office

FILED IN THE
IS A PUBLIC RECORD

OF DEPARTMENT (20873407)

APR 24 13

[Signature]
RECORDS & CLERK OF COOK COUNTY