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## Illinois Anti-Predatory Lending Database Program

Doc#: 1625908082 Fee: \$76.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/15/2016 01:17 PM Pg: 1 of 15

### Certificate of Exemption

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN: 14-29-401-050-1005**

**Address:**

**Street:** 2728 N. Lincoln Ave, Unit 4E

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60614

**Lender:** Brenda C. Barnes, as trustee of the Brenda C. Barnes Revocable Trust dated June 12, 1997

**Borrower:** Brian Barnes

**Loan / Mortgage Amount:** \$356,413.61

This property is located within the program area 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:** E4ED5A53-0CE7-40AB-8302-24BBD50F9354

**Execution date:** 8/9/2016

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This document was prepared by:  
Jason S. Fried, Esq.  
Kirkland & Ellis LLP  
300 N. LaSalle Street  
Chicago, IL 60654

After recording return to:  
Jason S. Fried, Esq.  
Kirkland & Ellis LLP  
300 N. LaSalle Street  
Chicago, IL 60654

Cook County, State of Illinois

## FIRST PRIORITY MORTGAGE AND SECURITY AGREEMENT

**THIS FIRST PRIORITY MORTGAGE AND SECURITY AGREEMENT** (as hereafter amended, modified, restated, supplemented, extended or renewed from time to time, this "Mortgage") dated August 12, 2016, is by and between **BRIAN BARNES**, a single man, with a mailing address of 2728 North Lincoln Avenue, Unit 4E, Chicago, Illinois 60614 (the "Mortgagor"), and **BRENDA C. BARNES, AS TRUSTEE OF THE BRENDA C. BARNES REVOCABLE TRUST DATED JUNE 12, 1997**, with a mailing address of 1243 Oxford Lane, Naperville, Illinois 60450 (the "Mortgagee").

### WITNESSETH:

**WHEREAS**, the Mortgagee is the holder of a Note dated as of the date hereof in the principal amount of Three Hundred Fifty-Six Thousand Four Hundred Thirteen and 61/100 Dollars (\$356,413.61) (the "Note");

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**WHEREAS**, the Note is payable in accordance with its terms with interest and other charges payable as and at the rates specified in the Note; and

**WHEREAS**, the Mortgagor and Mortgagee have agreed to enter into this Mortgage for the purpose of securing the following obligations of Mortgagor evidenced by the Note (collectively, the "Obligations"): (a) the full and timely performance of all agreements, covenants, conditions, warranties, representations and other obligations of the Mortgagor under this Mortgage and the Note, whether now existing or arising hereafter, including the condominium covenants listed in the Condominium Rider attached hereto and made a part hereof by reference; and (b) the full and timely payment of all principal, interest and other amounts evidenced by the Note, in accordance with the terms thereof, including without limitation all late charges, costs of collection and interest at the specified default rate.

**NOW, THEREFORE**, in consideration of the promises contained herein and to secure the Obligations and in consideration of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the Mortgagor does hereby assign, bargain, sell, pledge, grant, remise, release, alien, convey, hypothecate, mortgage and warrant to the Mortgagee, its successors and assigns, the following property (hereinafter referred to as the "Property"):

- (a) The real property situated in the County of Cook, State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State, which currently has the street address of 2728 North Lincoln Avenue, Unit 4E, Chicago, Illinois 60614, as more particularly described in Exhibit A attached hereto and made a part hereof by reference (the "Land");
- (b) All buildings and other improvements now or hereafter located in, on or about the Land, and all furnishings, furniture, fixtures, machinery, equipment, tools, and all other personal property or chattels used in connection with the operation of such improvements, specifically including, without limitation, appliances, gas and electric fixtures and systems, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, water heaters, air conditioning apparatus and systems, window screens, awnings, storm sashes, whenever acquired by Mortgagor and now or hereafter located in, upon or under the Land, together with all additions and accessions thereto and replacements and proceeds thereof (the "Improvements");
- (c) All leases, rents, issues, profits, royalties, income and other benefits derived from the Land and the Improvements (the "Rents"), subject to the right, power and authority hereinafter given to Mortgagee to collect and apply such Rents, and the proceeds from any insurance or condemnation award relating to the Land and the Improvements;
- (d) All easements, rights-of-way and rights used in connection with the Land and the Improvements or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto; and

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- (e) All the rights, interest and privileges which the Mortgagor as lessor has or may have in the leases new existing or hereafter made and affecting the Land or the Improvements or any part thereof, as said leases may have been or may from time to time be hereafter modified, extended and renewed, together with any and all guarantees of any leases affecting all or any part of the Land or the Improvements and all security deposits received in respect of any Lease.

**TO HAVE AND TO HOLD** all of the aforesaid Property to the Mortgagee, its successors and assigns, forever.

The Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws, if any, of the State of Illinois. Mortgagor hereby covenants, represents and warrants that, at the time of the ensembling and delivery of these presents, Mortgagor is well seised of the Property in fee simple and with full legal and equitable title to the Property, with full power and lawful authority to assign, bargain, sell, pledge, grant, remise, release, alien, convey, hypothecate, mortgage and warrant to Mortgagee and its successors and assigns the Property as set forth herein, and that the title to the Property is free and clear of all liens and other encumbrances, except for any liens and encumbrances permitted by the Note; that this Mortgage is valid and enforceable in accordance with its terms and creates a perfected first priority mortgage lien in favor of Mortgagee encumbering the Property; and that Mortgagor shall warrant and defend the title to the Property against the claims of all persons whomsoever. The Mortgagor shall, upon request of the Mortgagee, execute and deliver such further instruments or assurances as may be necessary or proper to carry out the true intent and purpose of this Mortgage.

**PROVIDED ALWAYS, HOWEVER**, that if the Mortgagor shall pay and perform or cause to be paid and performed all of the Obligations in accordance with the terms of the Note, this Mortgage, and any renewals, extensions or modifications thereof, and shall comply with all of the covenants, terms and conditions of the Note and this Mortgage, then this conveyance shall be null and void and may be canceled of record at the request and cost of the Mortgagor, which cost the Mortgagor hereby agrees to pay.

**THE MORTGAGOR FURTHER COVENANTS, REPRESENTS AND AGREES AS FOLLOWS:**

1. Covenant to Pay and Perform Obligations and Taxes; Contests of Taxes. The Mortgagor will pay and perform the Obligations as and when due, and will pay prior to delinquency all taxes (other than Mortgagee's income taxes), assessments, levies and other charges of every character upon or against the Property, including without limitation all taxes assessed in Cook County, Illinois, and the Mortgagor will immediately upon request by the Mortgagee deliver to the Mortgagee copies of official receipts for all payments of such taxes, assessments, levies and other charges.

2. Insurance. (a) The Mortgagor shall keep the Improvements now or hereafter on the Property insured against loss and damage by fire and other casualties in amounts and pursuant to policies acceptable to Mortgagee. The Mortgagor shall also maintain general liability coverage with Mortgagee named as additional insured in amounts and pursuant to

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policies acceptable to Mortgagee. (b) In the event of casualty or damage to or loss of any of the Property, the Mortgagor will give immediate oral and written notice to the Mortgagee, which may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such casualty, damage or loss directly to the Mortgagee as its interest may appear instead of to the Mortgagor and the Mortgagee jointly.

3. **Mortgagee's Self-Help Remedy.** If the Mortgagor defaults in the payment of any tax, lien, assessment or charge, or any utility charge, whether public or private, levied or assessed against the Property; default in the payment of any insurance premiums; fails to keep the Property in repair; commits, suffers or permits waste; or fails in the performance or observance of any other covenant, condition or term of this Mortgage; or if there be commenced any action at law or equity or any proceeding affecting the title to the Property, the Mortgagee at its option may, without waiving any rights or recourse against the Mortgagor for such default, but shall have no obligation to cure such default, pay said tax, lien, assessment or charge, utility charge or premium, make such repairs, take such steps as are necessary to prevent or cure such waste and may appear in any such necessary action as the Mortgagee deems advisable in the Mortgagee's sole discretion, and for any of said purposes, the Mortgagee may, but shall not be obligated to, advance such sums of money as it deems necessary. All advances made by the Mortgagee in connection therewith shall be secured hereby, and shall, upon demand, immediately be repaid by the Mortgagor to the Mortgagee with interest thereon at the highest default rate provided in the Note, from the date advanced until paid. The Mortgagee shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium; and of the necessity for any such action and of the amount necessary to be paid in satisfaction thereof. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such default, covenant, condition or term, without thereby becoming liable to the Mortgagor or to any person in possession holding under the Mortgagor.

4. **Mortgagor's Property Maintenance Covenant.** The Mortgagor shall keep and maintain the Property in good order, repair and condition, reasonable wear and tear excepted, and it will not commit or permit any waste. The Mortgagee shall have the right to inspect the Property at all reasonable times. The Mortgagor shall neither permit nor perform any act which would impair the value of the Property or increase the risk of fire or other hazard to the Property.

5. **Compliance With Laws; Zoning.** The Mortgagor shall promptly comply with any applicable legal requirements of any governmental entity, agency or instrumentality relating to the use or condition of the Property including without limitation all zoning requirements, and will not cause, suffer or permit any change in the zoning of the Property. The Mortgagor shall comply with the terms of all restrictions, easements and utility agreements affecting the Property.

6. **Condemnation.** All monies and awards payable as damages and/or compensation for the taking of title to or possession of, or for damages to the Property, or any portion thereof, by reason of any condemnation, eminent domain, change of grade or other proceeding shall at the sole option and discretion of the Mortgagee be paid to the Mortgagee, and such monies and awards are hereby assigned to the Mortgagee, and judgment therefor shall be entered in favor of the Mortgagee.

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7. Liens. The Mortgagor agrees to ensure that no liens are filed against the Property by reason of any services or materials supplied thereto, whether such services or materials are supplied to the Mortgagor or to some person, firm or corporation in possession of all or a part of the Property through or under the Mortgagor, or, if any such lien is filed against all or part of the Property, to, within fifteen (15) days after notice of the filing of any lien, cause the same to be discharged by deposit, bond, order or otherwise.

8. Environmental Matters. The Mortgagor represents that it is currently in compliance with, and covenants and agrees that, it will manage and operate the Property and will cause any tenant to occupy its demised portion of the Property in compliance with, all federal, state and local laws, rules, regulations and ordinances regulating, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of hazardous or toxic substances or other materials. The Mortgagor further covenants and agrees that it shall not install or permit to be installed in the Property asbestos or any substance containing asbestos and deemed hazardous by or in violation of federal, state or local laws, rules, regulations or orders respecting such material. The Mortgagor shall remove from the Property and dispose of any such hazardous or toxic substances or other materials in a manner consistent with and in compliance with applicable laws, rules, regulations and ordinances and shall take any and all other action to remedy, rectify, rehabilitate and correct any violation of any applicable law, rule, regulation or ordinance concerning toxic or hazardous substances or any violation of any agreement entered into between the Mortgagor, Mortgagee and/or any third party with respect to hazardous or toxic materials. The Mortgagor shall send to Mortgagee within five (5) days of receipt thereof, any citation, notice of violation or other notice of potential liability from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. The Mortgagor agrees to indemnify, defend with counsel reasonably acceptable to Mortgagee (at the Mortgagor's sole cost), and hold Mortgagee harmless against any claim, response or other costs, damages, liability or demand arising out of any claimed violation by the Mortgagor of any of the foregoing laws, regulations or ordinances or breach of any of the foregoing covenants or agreements. The foregoing indemnity shall survive full performance of the Obligations.

9. Mortgagor's Estoppel. The Mortgagor, upon ten (10) days' prior written notice, shall furnish the Mortgagee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Obligations and whether or not any offsets or defenses exist against payment of such principal and interest.

10. Mortgagors' Waivers. To the extent permitted by law, the Mortgagor hereby waives the right of redemption, any homestead exemptions and any right of appraisal, and any right to trial by jury in any litigation based hereon or arising out of, under or in connection with this Mortgage.

11. Mortgagor's Payment of Mortgagee's Costs. All reasonable legal fees, costs and expenses incurred by the Mortgagee in any action, legal proceeding or dispute of any kind which affects or pertains to the Obligations, the interest created herein or the Property, other than any such action, legal proceeding or dispute in which Mortgagee is finally adjudged to have breached this Mortgage, together with all other expenses of Mortgagee and in connection with the loan secured hereby (including without limitation attorneys' fees incurred in closing the loan

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secured hereby or otherwise, title insurance premiums, environmental assessment costs, appraisal expenses, accountant's fees and stamp taxes) shall be paid by the Mortgagor to the Mortgagee upon demand and shall be secured hereby.

12. **Events of Default.** "Event of Default," "default," "breach" or any similar term shall mean the occurrence or existence of an Event of Default as defined in the Note.

13. **Default Interest Rate.** Upon the occurrence of an Event of Default the entire balance of the Note shall be subject to the Default Interest Rate as defined in the Note until the Note is paid in full, in accordance with the terms and provisions of the Note.

14. **Rights upon an Event of Default.** Upon the occurrence of any Event of Default, the Mortgagee, immediately and without additional notice and without liability therefor to the Mortgagor, may, but shall not be obligated to, do or cause to be done any or all of the following: (a) take physical possession of the Property; (b) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in the Note, any guaranty, this Mortgage, or to aid the execution of any power herein granted; and (c) generally, supervise, manage, and contract with reference to the Property as if the Mortgagee were equitable owner of the Property. Notwithstanding the occurrence of an Event of Default or acceleration of the Note and any or all of the other Obligations, the Mortgagee shall continue to have the right to pay money, for the purposes described in Paragraph 3 hereof, and all such sums and interest thereon shall be secured hereby. The Mortgagor also agrees that any of the foregoing rights and remedies of the Mortgagee may be exercised at any time independently of the exercise of any other such rights and remedies, and the Mortgagee may continue to exercise any or all such rights and remedies until the Event(s) of Default are cured with the consent of the Mortgagee or until foreclosure and the conveyance of the Property to the high bidder or until the Obligations are otherwise satisfied, performed and paid in full.

In addition to any of the above stated rights, if at any time there shall be any Event of Default, then at the option of the Mortgagee, the entire indebtedness hereby secured shall immediately become due, payable and collectible without notice, regardless of maturity, and this Mortgage may be foreclosed by judicial proceedings, or the Mortgagee is authorized and empowered, without further notice, in accordance with applicable law relating to nonjudicial foreclosure sales then in effect, to foreclose the lien of this Mortgage, and sell and dispose of the Property en masse or in separate parcels (as Mortgagee may elect) and all the right, title, and interest of the Mortgagor therein, by sale at any place then authorized by law as may be specified in the notice of such sale to the highest bidder. The Mortgagor hereby waives all right to the marshalling of the Mortgagor's assets encumbered by this Mortgage and all rights to require the Property to be sold in several parcels. The Mortgagee shall apply the proceeds of the sale (i) first to pay all reasonable fees, charges and costs of conducting the sale and advertising the Property, including without limitation a commission or fee in connection with the sale, and to pay any prior liens or encumbrances unless such sale is made subject thereto, and to pay necessary costs, or reimburse Mortgagee for its advance, to protect and maintain the Property and pay taxes, insurance premiums, accountants' fees, appraisers' fees, environmental engineers' fees, court costs, attorneys' fees and other costs, with interest on Mortgagee's advance at the highest default rate applicable under the Note, (ii) second to pay the Mortgagee all the accrued and unpaid interest under the Note, then the unpaid principal balance of the Note and then all of the

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other indebtedness secured hereby, and (iii) third, the remainder of the proceeds, if any, to the Mortgagor, but only upon delivery and surrender of possession of the Property sold and conveyed together with all records and materials relating thereto. The purchaser at the sale shall not be responsible for the application of the proceeds. Nothing herein dealing with foreclosure procedures which specifies any particular actions to be taken by Mortgagee shall be deemed to contradict the requirements and procedures (now or hereafter existing) of Illinois law, and any such contradiction shall be resolved in favor of Illinois law applicable at the time of foreclosure. The Mortgagee may sell the Equipment and other personal property hereunder in whole or part and in any order, together with the Land and improvements or separately, and the Equipment may be assembled for such sale by the Mortgagee on the Land or elsewhere, in the Mortgagee's sole discretion. The Mortgagee may bid and become the purchaser at any sale under this Mortgage, and may apply against the purchase price all or a portion of the balance of the indebtedness secured hereby.

15. **Continuance upon Partial Foreclosure.** The Mortgagor's duties and responsibilities under the Note and this Mortgage shall continue until the Obligations are fully paid, notwithstanding any action or actions of partial foreclosure which may be brought to recover any amount or amounts for installments of principal, interest, taxes, assessments, levies, charges, insurance premiums or other amounts due and payable under the provisions of the Note and this Mortgage.

16. **Appointment of Receiver.** The Mortgagee shall have the right, after an Event of Default to the appointment of a receiver to take possession of the Property and to collect the rents and profits from the Property without consideration of the value of the Property or the solvency of any person liable for the payment of the amounts then owing; and all amounts collected by the receiver shall, after paying the expenses of the receivership which the Mortgagee deems necessary, be applied to the payment of the Obligations; and the Mortgagee, at its option, in lieu of an appointment of a receiver, shall have the right to do the same. If such receiver is appointed, or if there is a sale of the Property, as provided above, the Mortgagor, or any person in possession of all or part of the Property thereunder, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of summary ejectment or other lawful remedy. The Mortgagor shall pay to the Mortgagee upon demand all expenses, including receiver's fees, reasonable attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Paragraph 16.

17. **Election of Remedies.** The rights of the Mortgagee, granted and arising under the clauses and covenants contained in this Mortgage, and the Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which the Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under this Mortgage and other documents evidencing or securing the Obligations, and preservation of security as provided at law or in equity.

18. **No Waiver of Default or Remedy.** No delay or forbearance by the Mortgagee in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder. In case the Mortgagee voluntarily or



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otherwise shall become a party to any suit or legal proceeding to protect the Property or to protect the lien of this Mortgage, the Mortgagee shall be indemnified and saved harmless and shall be reimbursed by the Mortgagor for any amounts paid, including all costs, charges and reasonable attorneys' fees incurred in any such suit or proceeding, and the same shall be secured by this Mortgage and its payment enforced as if it were a part of the Obligations.

19. **Subrogation of Mortgagee to Rights of Third Parties.** The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Obligations.

20. **Security Agreement.** The Mortgagor hereby grants to Mortgagee to secure the Obligations a security interest in all portions of the Property that are or are deemed to be personal property and not a part of the realty. The Mortgagor covenants and agrees that the terms and conditions of this Mortgage, insofar as they govern the relationship between the Mortgagor and the Mortgagee, shall be deemed to apply appropriately as the terms and conditions of a security agreement under the Uniform Commercial Code ("UCC") as adopted in Illinois, the lien of which shall be perfected by filing simultaneously or hereafter any financing statements showing the Mortgagee's interest as a lienholder or creditor with respect to any class of items constructed, installed, placed, planted or growing on the Property or related to or arising out of the operation of the Property and described in any UCC financing statements filed by or on behalf of the Mortgagee. In the event of default, the Mortgagee, as secured party, shall have without limitation all of the rights and remedies provided for in the UCC as adopted and amended in Illinois.

21. **Future Advances.** This Mortgage secures both all present advances made by the Mortgagee to the Mortgagor under the Note, and all future advances and readvances to be made pursuant to the terms of the Note.

22. **Releases and Extensions.** Without affecting the liability of any person (other than any person released pursuant to the provisions of this Paragraph) for payment of any indebtedness secured hereby, and without affecting the priority or extent of the security title hereof upon any Property not specifically released pursuant hereto, the Mortgagee may at any time and from time to time (a) release any person liable for payment of the Obligations or any part thereof; (b) extend the time or agree to alter the terms of payment of any of the Obligations or any part thereof; (c) accept additional security of any kind; (d) release any portion of the Property securing the Obligations or any part thereof; or (e) consent to the creation of any easement on or over the Property or any covenants restricting the use or occupancy thereof.

23. **Further Documentation.** At any time, and from time to time, upon request by the Mortgagee, the Mortgagor shall make, execute and deliver or cause to be made, executed and delivered, to the Mortgagee any and all other further instruments, certificates and other documents, including without limitation financing statements with respect to all additions and replacements of the Property, as may be necessary in order to effectuate, complete, clarify or perfect or to continue and preserve the obligation of the Mortgagor under this Mortgage and the Note and the priority of this Mortgage. Upon any failure by the Mortgagor to execute and deliver such instruments, certificates and other documents on or before thirty (30) calendar days after receipt of written request therefor, the Mortgagee may make, execute and record any and all

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such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney-in-fact of the Mortgagor so to do.

24. **Definition of Terms.** The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and permitted assigns of the parties hereto; and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural and the grammatical construction of sentences shall conform thereto.

25. **Severability.** If any clauses or provisions herein contained shall operate or would prospectively operate to invalidate this Mortgage in whole or in part, then, such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

26. **Governing Law.** This agreement is delivered and, for the purposes of enforcing the lien of this Mortgage, is intended to be performed in the State of Illinois and shall be construed in accordance with the laws of said State.

27. **State Specific Provisions.** The terms and provisions set forth below in this Paragraph 27 shall be construed, to the greatest extent possible, consistently with those set forth elsewhere in this Mortgage as being in addition to and supplementing such other terms and provisions set forth elsewhere in this Mortgage; however, notwithstanding anything to the contrary set forth elsewhere in this Mortgage, in the event of any conflict or inconsistency between the terms and provisions of this Paragraph 27 and the terms and provisions set forth elsewhere in this Mortgage, the following terms and provisions of this Section 27 shall govern and control:

- (a) Pursuant to the terms of the Collateral Protection Act, 815 ILCS 180/1 et seq., Mortgagor is hereby notified that unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Mortgage, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interests in the Mortgaged Property, which insurance may, but need not, protect the interests of Mortgagor. The coverage purchased by Mortgagee may not pay any claim made by Mortgagor or any claim made against Mortgagor in connection with the Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained the insurance as required hereunder. If Mortgagee purchases insurance for the Mortgaged Property, the Mortgagor will be responsible for the costs of such insurance, including interest and any other charges imposed in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Obligations secured hereby. The costs of such insurance may be greater than the cost of insurance Mortgagor may be able to obtain for itself.

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- (b) It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "Act"), 735 ILCS 5/15-1101 et seq., as such Act governs the foreclosure of a mortgage which encumbers "residential real estate."

28. **Captions.** All captions used herein are for organizational purposes only and in no way limit, expand or otherwise affect the meaning or effect of the provisions hereof.

29. **Notice.** Any notice required or permitted to be given to the Mortgagor or the Mortgagee hereunder shall be deemed to have been validly served, given or delivered when served, given or delivered in writing, and (a) personally delivered, (b) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth above, or (c) on the second business day after being deposited in United States registered or certified mail, postage prepaid, addressed to such address as set forth above or as the Mortgagor or the Mortgagee may designate in writing to the other from time to time.

30. **Capitalized Terms.** All capitalized terms not defined herein shall have the meanings given to them in the Note.

31. **Time of Essence.** Time is of the essence with respect to all provisions hereof.

32. **Restrictions on Transfer.** The Mortgagor, without the prior consent of Mortgagee, shall not effect, suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing), in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph shall not apply to (a) liens securing the Obligations, (b) the lien of current taxes and assessments not in default, and (c) any transfers of the Property, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives.

[end of document]

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IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be executed under seal as of the day and year first above written.

**MORTGAGOR:**

Brian Barnes  
Brian Barnes

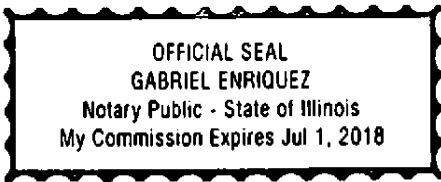
STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Brian Barnes, a single man, 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 signed and delivered the instrument as his free voluntary act, for the uses and purposes therein.

Given under my hand and notary seal this 9 day of August, 2016.

[Signature]  
Notary Public

My commission expires: 7/1/2018



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## CONDOMINIUM RIDER

**THIS CONDOMINIUM RIDER** is made this 12th day of August, 2016, and is incorporated into and shall be deemed to amend and supplement the First Priority Mortgage dated August 12, 2016, executed by Brian Barnes, as Mortgagor, to Brenda C. Barnes, as trustee of the Brenda C. Barnes Revocable Trust dated June 12, 1997, as Mortgagee, covering the Property described in the Mortgage and located at 2728 North Lincoln Avenue, Unit 4E, Chicago, Illinois 60614. The Property includes a unit and a parking space in, together with an undivided interest in the common elements of, a condominium project known as the North Lincoln Condominium (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Mortgagor's interest in the Owners Association and the uses, proceeds and benefits of Mortgagor's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Mortgage, Mortgagor and Mortgagee further covenant and agree as follows:

1. **Condominium Obligations.** Mortgagor shall perform all of Mortgagor's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. The Mortgagor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

2. **Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Mortgagee and which provides insurance coverage in the amounts, for the periods, and against the hazards Mortgagee requires, including fire and hazards included within the term "extended coverage," Mortgagor's obligation under Paragraph 2 of the Mortgage to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Mortgagor shall give Mortgagee prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit, the parking space or to common elements, any proceeds payable to Mortgagor are hereby assigned and shall be paid to Mortgagee for application to the sums secured by the Mortgage, with any excess paid to Mortgagor or other person lawfully entitled thereto.

3. **Public Liability Insurance.** Mortgagor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Mortgagee.

4. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Such proceeds shall be applied by Mortgagee to the sums secured by the Mortgage as provided in Paragraph 6 of the Mortgage.

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**5. Mortgagee's Prior Consent.** Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the Property or consent to:

- (a) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (b) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Mortgagee;
- (c) termination of professional management and assumption of self-management of the Owners Association; or
- (d) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Mortgagee.

**6. Remedies.** If Mortgagor does not pay condominium dues and assessments when due, then Mortgagee may pay them. Any amounts disbursed by Mortgagee under this Paragraph 6 shall become additional debt of Mortgagor secured by the Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate as provided in the Note and shall be payable, with interest, upon notice from Mortgagee to Maker requesting payment.

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

**MORTGAGOR:**



Brian Barnes

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## EXHIBIT A

### LEGAL DESCRIPTION

**PARCEL 1:**

UNIT NUMBER 4E IN 2724-28 NORTH LINCOLN CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 19 AND 20 IN LILL'S SUBDIVISION OF BLOCK 11 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S SUBDIVISION OF BLOCKS 11 AND 12 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 19, 2000 AS DOCUMENT NUMBER 00451159; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

**PARCEL 2:**

THE EXCLUSIVE RIGHT TO THE USE OF 4E PARKING SPACE, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION RECORDED AS DOCUMENT 00451159.

Common Address: 2728 North Lincoln Avenue, Unit 4E, Chicago, IL 60614 \_\_\_\_\_

Tax Parcel Identification Number(s): 14-29-401-050-1005 \_\_\_\_\_