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~~State Illinois National Bank
LaSalle~~

~~THE~~ ~~100~~ ~~A.~~ ~~Rousseau~~

231 S. LaSalle

Chicago, Illinois ~~60697~~

...bers' Box - d 3
Anderson L. Morrison

MORTGAGE

86598763

THIS MORTGAGE is made this 66 day of February,

^{3RD}
JAMES C. WEEFAN

December

Mortgagor and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 201 South LaSalle Street, Chicago, Illinois 60697, as Mortgagor, As used in this instrument, the words "you" and "your" refer to the persons signatory to this instrument and the word "Lender" refers to Continental Illinois National Bank and Trust Company of Chicago and its successors and assigns.

Indebtedness Being Secured. You are signing this Mortgage in respect of the indebtedness outstanding under a certain variable rate Equity Line Agreement (the "Agreement") dated the same date as this Mortgage in the amount of \$ 60,000.00. Credit will be given for such amounts as may be available under the Agreement for a period of time after the Agreement is signed until financial charges, fees, charges and other amounts that may be owing under the Agreement, plus interest, payments, taxes, insurance premiums, costs, expenses, and other amounts due hereunder and under the Agreement, are paid in full. The date when the indebtedness will be paid in full is December 2nd 1993.

Agreement, it not paid earlier either voluntarily or involuntarily, shall be paid in full at the Maturity Date, and all renewals, extensions or modifications of the Agreement, and any new or revised terms of the Agreement, shall be binding upon the parties signing the Agreement, and any performance of covenants and agreements contained in the Mortgage. The Agreement sets forth terms under which the rate (Annual Percentage Rate) at which the Finance Charge is computed may change over the term of the agreement. The Annual Percentage Rate may increase or decrease each day depending upon the daily balance in the Account. The Annual Percentage Rate may also change each month if the Prime Rate or reference rate used to determine the Annual Percentage Rate changes. The Prime Rate shall mean the highest interest lending Prime Rate or reference rate is the highest rate quoted in which case the next highest Prime Rate shall be application of the Prime Rates as reported in the Key Money Section of the Wall Street Journal on the last business day of the month before the Billing Period in which it is to be applied. The effect of an increase in the Annual Percentage Rate whether daily or monthly will be an increase in the scheduled minimum.

Security. You hereby mortgage and warrant to Lender the following described real estate located in the County of **COOK**, State of Illinois subject only to prior encumbrances, restrictions of record and to the two of this Mortgage. (Insert legal description.)

The property has an address of 1450 N. Astor Street, #15D, Chicago, IL 60610

Permanent Tax Number: 17-03-102-032-104S

You also mortgage to Lemberg the following fixtures belonging to the Property described as follows: all buildings and other structures and improvements of whatever kind located on the Property, all rights that you have in any valuable or real estate interest in any other real estate, all rights that you have in any mineral, oil and gas rights and profits, water, water rights and water stock which are incorporated in the Property, all fixtures, sheds, outbuildings or portions from the Property including condominium proceedings and proceedings of insurance relating to the Property, all fixtures now existing or hereafter acquired on the Property, including, but not limited to, replacements and substitutions for such fixtures.

Representations and Warranties. You represent and warrant to us that the title to the Property is clear and free from all liens, encumbrances and other claims, and you shall hold the Property free from all claims except for those shown as "Exceptions" in the insurance policy relating to the Property, and you shall the Property free of any outstanding charges other than shown as "Exceptions" in the insurance policy, and you have the right to mortgage Property to us.

You agree to defend your Property against all claims, suits, proceedings and legal actions brought in the Project by mortgagees, Lender and that you will indemnify and hold Lender harmless from any loss or damage resulting from the action of any such persons. You agree not to take or permit any action to subscribe or participate in the

Promises and Agreements. You agree with us as follows:

1. Payment of Principal and Interest. You shall pay us principal and interest due under the Agreement together with all other charges imposed under the Agreement.

2. Application of Payments. Interest as well as the principal amount of the Mortgage shall be accrued by Lender first to payments received from the Borrower under the Mortgage, then to taxes, insurance and other expenses of the property, then to interest.

3. Prior Encumbrances; Liens. You shall perform all of your obligations under this Mortgage prior to that of other security agreements (collectively "Prior Encumbrances") with whom you have priority over this Mortgage including, without limitation, to make payments when you fail any act or omission of yours which will give rise to notice or the passage of time to declare a default or breach of a default under any prior encumbrance or ground lease to which this Mortgage is subordinate. You shall be liable under this Mortgage for all amounts, principal, interest and otherwise, you become or are liable for by reason of any defaults or events of default under any prior encumbrance or ground lease.

You shall also pay the Property Tax, Rent, Assessments, Water, Sewerage and other charges, fines, fees, taxes and other amounts which may be levied or imposed by any authority or person.

Hazard Insurance. You shall keep a sufficient and appropriate insurance policy, extended coverage, and deductible rates as set by the insurance company, against flood damage in amounts sufficient to cover the cost of replacing the Property, plus taxes, and the amount of indebtedness together with the amount of indebtedness secured by any prior

Encumbrances. The insurance carriers providing said insurance shall be entitled to an automatic lien on Lender's Account, which shall not be unreasonably withheld. All policies and renewals thereof shall be informed of Lender's right to cancel a standard or nonstandard policy with loss cancellation in form otherwise acceptable to Lender, and thereafter, provided for in 30 days after receipt of notice, Lender may cancel such policy with loss cancellation in form otherwise acceptable to Lender, subject to the terms of any Prior Encumbrance. Lender shall have the right to hold the policies and renewals of the first which policies and renewals are stamped "Paid" shall be delivered to Lender no later than ten (10) banking days before expiration of any of said policies. You shall give prompt notice of any loss or claim against the insurance carriers and to Lender. Lender may make proof of loss if not made promptly by you.

If the Property is abandoned by you or if you fail to maintain it in good repair within 30 days from the date notice is mailed to you or to S, power is given to the insurance carrier to settle a claim for insurance benefits, less the deductibles, against the liability of the lessee and his/her dependents, if the lessee fails to do so, and to S, to determine such claim and to exercise either to restoration or replacement of the Property, or to the sum secured by the Mortgage, whichever is greater, and to cause the insurance company to pay directly to S, as its interest may appear, any proceeds in the event of any loss or damage.

7. Protection of Lender's Security. Lender will not make any payment or other action which would impair Lender's security interest in the Property without first giving Lender notice and opportunity to cure such impairment. Such notice shall be given if there is any threatened or imminent material adverse effect on Lender's interest in the Property. Such notice shall be given at least ten (10) days prior to any such action. Lender may sue and collect damages, disburse such amounts, including reasonable attorney fees, and take such action as it deems necessary to protect Lender's interest, including but not limited to making repairs, full or partial payment or discharge of Prior Encumbrances, payment setting, or otherwise, tax bills, payment of ground rents, fees, and procurement of insurance. Lender in making said authorized payments of taxes and assessments may, at its sole discretion and after the statement or estimate prepared from the appropriate public office without inquiry into the accuracy of same or into the liability of any tax assessment, take action to satisfy the tax bills or claim thereof.

Any amounts disbursed by Lender pursuant to the terms of this Agreement, at the rate then applicable under the Agreement, shall become additional indebtedness so created, the same being due and payable in full when such amounts shall be payable upon notice from Lender to you, requesting payment thereof. Nothing contained in this Paragraph shall be construed to give Lender the right to commence or prosecute any action hereunder and execution by Lender shall never be considered a waiver of any right according to law in account of any deficiency in judgment.

If Lender requires private mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with your and Lender's written agreement or applicable law.

9. Condernation. Subject to the terms of any Prior Encumbrance, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or any interest in it, or any compensation therefor, are hereby assigned and shall be paid to Lender. Lender is entitled to collect the proceeds and all of Lender's costs, attorney and otherwise, in connection with such proceedings, either by restoration or receipt of the Property or of the sums secured by

10. Continuation of our Obligation; Forbearance by Lender Not a Waiver; Remedies Cumulative. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage, forbearance by Lender in respect of any default or nonpayment of interest that may accumulate, or release in any manner your liability, Lender shall not be required to commence proceedings to collect such sums, nor shall Lender's right to payment of the principal amount of the sum secured by this Mortgage, or the right to payment of any sum due thereon, be impaired by reason of any demand made on you by Lender or by Lender's attorney or agent, or by any garnishment of the sums secured by this Mortgage, or by any action taken by Lender to protect the security of this Mortgage, as provided by applicable law. Lender shall not be deemed to have waived any of its rights under this Mortgage by failing to exercise any of them. Any acts performed by Lender in connection with the making of repairs, or otherwise, shall not be a waiver of Lender's rights to accelerate the maturity of the indebtedness secured by this Mortgage. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy which this Mortgage grants to Lender, and they shall be exercised independently or successively.

11. Succession and Assigns; Bound; Joint and Several Liability; Co-Subscribers. Successors and assigns of the persons named in Paragraph 15 hereto, the co-subscribers and co-tenants herein,

12. Notice. Except for any notice required under applicable law, notices to Lender or to Lender's address set forth in this Agreement shall be given in writing by certified mail, return receipt requested. Notices shall be served upon you at the Property Address and upon Lender at Lender's address stated herein. Notices shall be deemed to have been served and effective on the date of delivery if hand-delivered, or 3 days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are sent by notice as provided herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by Applicable law or contract herein.

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14. Your Copy. You shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
15. Rehabilitation Loan Agreement. You shall fulfill all of your obligations under an home rehabilitation, improvement, repair, or other loan agreement which you enter into with Lender. Lender, at Lender's option, may require you to execute and deliver to Lender, in form acceptable to Lender, an assignment of any rights, claims or defenses arising from or relating to any such contract or agreement made to the Property.

and which you may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or of a Beneficial Interest in Mortgagor. It shall be an immediate default hereunder if, without the prior written consent of Lender, which consent shall be granted or withheld at Lender's sole discretion, you shall create, effect or consent to or shall suffer or permit any conveyance, sale (including installment sale), assignment, transfer, bar, pledge, mortgage, security interest, or other encumbrance or alienation (collectively "Transfer") of the Property or any part thereof or interest therein (or if all or A portion of the beneficial interest of Mortgagor is Transferred, where Mortgagor is not a natural person). In the event of such default, Lender may declare the entire unpaid balance, including interest, immediately due and payable, provided, however, the foregoing provisions of this Paragraph 16 shall not apply to the sum of current taxes and assessments not yet due and payable. This option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give you notice of acceleration. The notice shall provide a period of not less than 30 days from the date of service of the notice (as defined in Paragraph 12 hereof) within which you must pay or cause to be paid all sums secured by this Mortgage if you fail to pay or cause to be paid said sums prior to the expiration of said 30-day period. Lender may invoke any remedies permitted by this Mortgage without further notice or demand on you.

17 Remedies; Entire Agreement Due. In the event of a default under the Agreement or your default under the Mortgage, Lender may, at its option upon expiration of any relevant cure period, declare the entire amount secured by this Mortgage immediately due and payable without further demand and may commence judicial proceedings to foreclose this Mortgage. Lender may also exercise all remedies available under the Agreement including, without limitation, termination of future credit privileges. Lender shall be entitled to collect in the event of foreclosure, all expenses of foreclosure, including, without limitation, reasonable attorney's fees, costs of documentary evidence, abstracts and title reports all of which shall become additional indebtedness secured by this Mortgage.

abstracts and title reports all of which shall be secured by this Mortgage, the Mortgagor's Loans made and indebtedness outstanding under the Agreement from time to time (whether such Loans or indebtedness were originally or subsequently advanced) within 20 years from the date of this Mortgage. The Loans outstanding shall be secured to the same extent as if each was made on the date of this Mortgage, and the fact that there is no outstanding indebtedness under the Agreement shall not affect the priority of the lien of this Mortgage as it exists on the date of this Mortgage. This Mortgage shall be prior to all subsequent liens and encumbrances (except for tax liens and assignments levied on the Property) even if there is no indebtedness owing under the Agreement, to the extent of the Credit Limit shown in the Agreement and on the reverse side hereof, plus all other amounts owing under the Agreement and/or secured by or which may be secured by this Mortgage.

under the Agreement and/or secured by or which may be secured by this Mortgage. 19. Conversion to Installment Loan. Lender has the right under the Agreement regardless of whether there is an event of default, to cancel the right to future advances and to require accelerated repayment of all amounts outstanding under the Agreement plus entire accrued Finance Charges and other charges (entire amount outstanding) if (i) Lender determines that you do not meet the then existing credit standards for Equity Line customers, or (ii) if a law, regulation or interpretation becomes effective subsequent to this Agreement that in Lender's opinion unfavorably effects its ability to administer the Agreement in the manner originally contemplated. In this event, Lender may convert the entire amount outstanding (including accrued and unpaid Finance Charges and other charges) to an installment loan in such amount at the variable interest rate set forth in the Agreement and payable in approximately equal monthly installments, the amount and number of which will be determined as necessary to pay the entire amount outstanding in full in equal payments of principal and interest on or before the scheduled Expiration Date as set forth in the Agreement.

20. Assignment of Leases; Appointment of Receiver. As additional security hereunder, you hereby assign to Lender the rents of the Property, provided that you shall, prior to acceleration under paragraphs 16 and 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable upon acceleration under paragraphs 16 and 17 hereof or abandonment of the Property, and without further notice to you, Lender shall be entitled to have a receiver

Upon acceleration under paragraphs 16 and 17 hereof or abandonment of the Property, and without further notice to you, Lender shall be entitled to enter upon the Property, to take possession of and manage the Property and to collect the rents of the Property, including those past due. Such receiver shall have the power to collect said rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of receivership, if any. All rents collected by the receiver by the 1st day of each month shall be applied first to payment of the costs of management of the Property and collection of rents, and, but not limited to, receiver's fees, premiums on receiver's bond, an reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage upon your payment of all costs and fees to release same. If any
You shall also pay all costs of recording if any.

22 Homestead Waiver. By signing below, you waive all rights of Homestead exemption in the Property.
23 Authority to Sign, If Corporation. The execution of this Mortgage has been duly authorized by our Board of Directors.
24 Riders. The Condominium Rider, attached hereto, if any, is incorporated herein and made a part hereof.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER PRIOR
ENCUMBRANCE**

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER PRIOR
ENCUMBRANCES**

You and Lender request the holder of any Prior Encumbrance or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Lender's address as set forth on page 206 of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Meadmoor has executed this 14th day of April,

④ James C. Hoffman
Mortgagor
Mortgagor

STATE OF ILLINOIS Cook }
COUNTY OF _____ ~~Janet~~ }
 Paid

that James C. Hoffman personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument his free and voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal, this _____
My Commission expires My Commission Expires June 14, 1900

| | | |
|---|------------------------|----------------|
| STATE OF ILLINOIS | APPROVED JUNE 14, 1958 | RECEIVED, 1958 |
| COUNTY OF |) 55 | |
| I, _____, a Notary Public in and for said county and state, do hereby certify that: _____ personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth Given under my hand and official seal, this _____ day of _____ 19_____. 19 | | |

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TRAILER NO. 0003 12/15/86 11:36:00

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CONDOMINIUM RIDER

This CONDOMINIUM RIDER is made this 3RD day of December, 1986, and is incorporated into and made a part of that certain Mortgage ("Mortgage") to which this Condominium Rider is attached, dated of even date herewith, given by the undersigned (hereinafter "Mortgagor") to secure that certain Agreement to Continental Illinois National Bank and Trust Company of Chicago, a national banking association (hereinafter "Lender") (which Agreement is more fully described in the Mortgage). The Property described in the Mortgage is located at 1450 N. Astor Street, #15D, Chicago, IL 60610 (Property Address).

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as Astor Terrace Condo Association (Name of Condominium Project) (hereinafter "Condominium Project"). In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

1. Assessments. Mortgagor shall promptly pay, when due, all assessments imposed by the Owners' Association or other governing body of the Condominium Project (hereinafter "Owners' Association"), pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project.

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

(a) Mortgagor's obligation under Paragraph 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(b) the provision in Paragraph 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Paragraph 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect, and the provisions of Paragraph 5 of the Mortgage shall control. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance coverage previously maintained by the Owners' Association.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Mortgage, with the excess, if any, paid to Mortgagor.

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

(a) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) any material amendment to the declaration, by-laws or code of regulations of the Owners' Association, or equivalent constituent documents of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(c) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

4. Remedies. If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including but limited to the covenant to pay condominium assessments when due, then Lender may invoke any remedies provided under the Mortgage, including, but not limited to, those provided under Paragraph 17.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

Mortgagor

Mortgagor

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Unit No. 15-D as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Lots 1, 2, 3 and 4 in Block 3 in Catholic Bishop of Chicago's Lake Shore Drive Addition, being a subdivision of the North 18.83 chains of Fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership and first and second amendments to the Declaration of Condominium Ownership made by The American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated March 15, 1971 and known as Trust Number 75625, recorded in the Office of the recorder of Deeds of Cook County, Illinois as Document Number 21638824, 2182751, 1 and 22060990, together with an undivided 1.960 per cent interest in said Parcel (excluding from said Parcel all the property and space comprising all the units thereof as defined and set forth in said declaration, amendments to the declaration and survey) in Cook County, Illinois.