THIS MORTGAGE is made this

12th

Michael E. Dockendorf and Deborah A. Dorkendorf, his wife, as joint as used in this document the words "you" and "you" refer to the persons signing 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 to secure to Lender (i) repayment of amounts outstanding under a certain variable rate Equity Line Agreement (ith "Agreement") dated the same date as this Mortgage to secure to Lender (i) repayment of amounts outstanding under a certain variable rate Equity Line Agreement providing for monthly payments of interest (Finance Charges), fees, charges and other amounts that may be owing under the Agreement providing for monthly payments of interest (Finance Charges) and providing for all sums owing to Lender reduced interest (Finance Charges) and providing for all sums owing to Lender reduced interest (Finance Charges) and providing for all sums owing to Lender reduced interest (Finance Charges) and providing for all sums owing to Lender reduced interest (Finance Charges) and providing for all sums owing to Lender reduced interest (Finance Charges) and providing for all sums owing to Lender reduced interest (Finance Charges) and providing for all sums owing to Lender reduced interest (Finance Charges) and providing for all sums owing to Lender reduced interest (Finance Charges) and providing for all sums owing to Lender reduced interest (Finance Charges) and providing for all sums owing to Lender reduced interest (Finance Charges) and providing for all sums owing to Lender reduced interest (Finance Charges) and providing for all sums owing to Lender reduced interest (Finance Charges) and providing for all sums owing to Lender (II) and the particles of the security of this Mortgage. (III) the personal security of this Mortgage (III) and the security of this Mortgage (III) and the County of the Carge is computed in the Key Money Section of t

(See attached legal description)

Open

The property has an address of 950 N. Michigan Ave., Chicago, II., 60611

PTN# 17-03-207-068-1010

and together with all interests described below relating to this real estate 'c' t', leasohold estate if this Mortgage is on a leasohold) is referred to in this Mortgage as the "Property" you also mortgage to Lender the following interest, dating to the Property described above (i) all buildings and other structures and improvements of whatever kind located on the Property, (ii) all rights that you have in any minerals, oil and gas rights and profits, water, water rights and water stock which are in or ap into the Property, (iv) all rents, issues, royalties or profits from the Property including condemnation proceeds and proceeds of insurance relating to the Property, (v) all interest in or ap into the Property, including, but not limited to, replacements and substitutions for such fixtures.

profits, water water rights and water stock which are in or a pirt of the Property, I (v) all is tures 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 warranti. J. E. nder, its successors and assigns, that (i) it may hold the Property free from all claims except for those shown as "Exceptions" in the little insurance policy, (iii) you have the right to mordgage Propert, to binder.

You agree to defend your Property against the claims of persons that the insurance policy, (iii) you have the right to mordgage Propert, to binder.

You agree to defend your Property against the claims of persons that the insurance policy, (iii) you have the right to mordgage Property in the Property mortgaged to Lender, and that you will indemnify and hold Lender harmless from any loss or claims arising from a breach of the above repulse of a national and arranties. You agree not to take or permit any action to subdivide or partition the Property or to change the condition of title

Promises and Agreements. You agree with Lender as follows.

1. Payment of Principal and Interest. You shall promptly pay or cause to by paid, as and when required by the Agreement, the principal and interest due under the Agreement (ogether with all other charges imposed under the Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all it symmets required by Lender to protect the security of this Mortgage, shall be applied by Lender to protect the security of this Mortgage, shall be applied by Lender to protect the security of this Mortgage, then to interest payable on the Agreement. Then to other charges payable under the Agreement in the 1 to the principal payable under the Agreement.

3. Prof Encumbrances; Liens. You shall perform all of your obligations uniter in the 1 to the passage of time, would constitute a default or even of default under the passage of time, would constitute a defa

memory provinced by Shibute, my lay or assessment you desire to context.

5. Hazard insurance, You shalf keep all buildings and improvements now existing or herealties study of on the Property misured against loss by fire, hazards included within the laim\* extended controlled the province of the property of the province of the provi

BOX 202.

## **UNOFFICIAL COPY**

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. Reheablished Lean Agreement. You shall fulful all of your obligations under any home rehabilitation, improvement, repair, or other loan agreement which you enter into with Lender. Lender, at Lender a option, may require you to execute and deliver to Lender, in form acceptable to Lander, an assignment of any rights, claims or determent which you may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property or of a Beneficial Interest in Mortgagor. It shall be an immediate default hereunder if, without the prior written consent shall be granted or withhead at Lender's sold discretion, you shall extend or consent is unitered or the property of the pr

interest therein (or if elifor's portion of the beneficial interest to Montpago) is interest woman a resultant prison. Interest to stand a seesaments not yet due and payable. This option shall not be exercised by Lender it such activities and assessments not yet due and payable. This option shall not be exercised by Lender it such activities and assessments and yet due and payable. This option shall not be exercised by Lender it such activities and assessments and yet due and payable. This option shall not be exercised by Lender it such activities and the date of this Mortgage.

It 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 shall not be exercised 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 all sums secured by this Mortgage it you fail to pay or cause to be paid all sums secured by this Mortgage. If you fail to pay or cause to be paid all sums secured by this Mortgage. If you fail to pay or cause to be paid and the payable without further demander and the payable without further demander and the policy of the payable without further demandered may commence publical proceedings to foreign self is Mortgage. Lender may all remedies without further demandered may commence publical proceedings to color the prompt of payable without further demandered may commence publicate proceedings to self-payable proceedings of the prompt of provinges under the Agreement from immelting the prompt of provinges under the Agreement from immelting the prompt of provinges under the prompt of the prompt of the prompt of provinges. In the date of this Mortgage sections all Loans made and indebtedness outstanding independent the prompt of the inner of the kind prompt. The prompt of the prompt of

IN WITNESS WHEREOF, Mortgagor has executed this worker page.

| STATE OF ILLINOIS  | 1                      |  |                               |
|--|------------------------|--|-------------------------------|
| COUNTY OF Cook Sarole Wolf   |                        | •  | •                             |
|  |                        |  | and state, do hereby certify  |
|  | and Deborah Dockendorf | his wire                                 |                               |
| personally known to me to be the same person(s                                     | ) whose name(s)ar      |  |                               |
| foregoing instrument, appeared before me this d                                    |                        | theY signed and of                       | letivered the said instrument |
| AS   |                        |  |                               |
| Given under my hand and official seal, this  | 19th_                  | day ofDecember                           | 19 86                         |
| My Commission expires:   |                        | lade way                                 |                               |
|  |                        | Wy Commission Expires Apr                | R 14: 1990                    |
| STATE OF ILLINOIS  |                        | My Chillianspion expires tipe            |                               |
| COUNTY OF  |                        |  |                               |
| l,   |                        | , a Notary Public in and for said county | and state. do namby curtify   |
| thet   |                        |  |                               |
| personally known to me to be the same person(s) whose name(s)                      |                        | <u> </u>                                 | subscribed to the             |
| foregoing instrument, appeared before me this day in person, and acknowledged that |                        | he signed and d                          | olivered the said instrument  |
| 63   |                        | tree and voluntary ac. ' or the vess and |                               |
| Given under my hand and official seal, this  |                        | day of                                   | . 10                          |
| My Commission expires:   |                        |  |                               |
| · · · · · · · · · · · · · · · · ·  |                        | Notary Public                            |                               |

DEFT-91 RECORDING T#2333

\$15 00

TRAN 3249 12/29/86 14:43:06 #5032 # A ¥-86-482715

COOK COUNTY RECORDER

6-00-907 N5/86

INOFFICIAL COPY
Lawyers Title Insurance Corporation 1 5

**NATIONAL HEADQUARTERS** RICHMOND, VIRGINIA

SCHEDULE A CONTINUED - CASE NO. 66269

## PARCEL 1:

Unit Number 31A in One Magnificent Mile Condominium as delineated on a survey of parts of certain lots in Moss Subdivision of part of Lot 10, and parts of certain lots and vacated alley lying South of the South line of certain lots in Lawrence's Subdivision of part of Lot 7, all in the Subdivision of the North 1/2 of Block 8 in Canal Trustee's Subdivision of the South fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Merio an, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Cook dominium recorded in the Office of the Recorder of Deeds of Cook County. Illinois, as Document Number 26845241 as amended from time to time; together with its undivided percentage interest in the common elements

## PARCEL 2:

All those certain easements, privileges, rights of use, and all other benefits described in that certain One Magnificent Mile Leclaration of Covenants, Conditions, Restrictions, and Easements made and entered into as of November 1, 1983, by the LaSalle Mational Bank, a national banking association, as Trustee under Trust Agreement dated Sentember 14, 1978, and known as Trust Number 100049 and recorded September 1, 1983, as Document Number 26845239, as amended from time to time and as created for the benefit of Parcel 1 by a deed from LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated September 14, 1978, and known as Trust Number 100049 to LaSalle National Bank, a national banking association, as Truster under Trust Agreement dated April 1, 1981, and known as Trust Number 103785, dated November 2, 1983, and recorded November 1, 1983 as C/C/A/S OFFICE Document Number 25845.240 all in Cook County, Illinois.

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Property of Cook County Clark's Office

This CONDOMINIUM RIDER is made this 12th day of December, 19 86 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 950 N. Michigan Avenue Unit 3106—Chicago, Tl. 60ell.

NOF FORMINA LIDERCO

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as <u>Que Magni Figent Mile Condami nium</u> ASSO.

(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 promply 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 Projec, which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hezards 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 rer, arding 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 suring 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 Linder 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 the 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 serured by the Mortgage, with the excess, if any, paid to Mortgagor.

- 3. Lender's Prior Consent. Mortgagor shall not, except after notice to Lander 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

Mortgagor

## **UNOFFICIAL COPY**

Shoperty Or County