

# UNOFFICIAL COPY

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This Document Was Prepared By: John A. Filippinis, Esq.

After Recording Deliver To:  
Patricia Fiorelli, Vice President  
c/o The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60675

I. CONVEYANCE OF MORTGAGE. In order to secure the payment of the Note and the performance of each and every covenant, obligation, liability, or indebtedness of any kind under or in connection with any of the Agreements, including this Mortgage (the "Assumed Obligations"), the Mortgagee grants, bargains, sells, assigns, transfers, and sets over unto the Mortgagee the Mortgagee's interest in and to the leasehold estate created by the Proprietary Lease together with all improvements and fixtures now or hereafter attached to the Apartment, together with all proceeds thereof, including without limitation rents, issues, profits and condemnation and insurance proceeds, regardless of whether such amounts were payable to the Mortgagee (all of the foregoing property and interests, the "Premises"). The provision concerning improvements and fixtures shall be self-operative, but the Mortgagee will execute and deliver to the Mortgagee on

NOW THEREFORE, the parties agree as follows:

WHEREAS, the Borrower wishes to enter into a Co-op Credit Line Agreement and Disclosure Statement (the "CCL Agreement") with the Mortgagee under which the Borrower may borrow up to \$100,000 from Mortgagee, and the amounts outstanding under the CCL Agreement are (will be) evidenced by a demand note or notes (collectively, the "Note") and secured by this Mortgage and a Security Agreement of even date herewith (the Note, the CCL Agreement, the Proprietary Lease, the by-laws of the Company, the Security Agreement, and this Lease Mortgage hereinafter referred to as the "Agreements");

WHEREAS, the Borrower is the owner of 50 shares of stock of Twelve Nine Astor Building Corporation (the "Company") which give Borrower the right to occupy, and Borrower has entered into a Proprietary Lease dated 3/30/83 (the "Proprietary Lease"), for, Apartment 5-5, 1209 N. Astor Street Chicago, Illinois 60610 (the "Apartment"); and

and Collette A. Kennedy (hereinafter, whether one or more, "Mortgagee") and THE NORTHERN TRUST COMPANY ("Mortgagee").

THIS LEASE MORTGAGE is made this 13 day of July, 1987, by and between William J. L. Kennedy

LEASE MORTGAGE

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demand, and hereby irrevocably appoints the Mortgagee the attorney-in-fact of the Mortgagor to execute, deliver, and file such financing statements and other instruments as the Mortgagee may require in order to impose the lien hereof more specifically upon the fixtures.

PROVIDED that if the Mortgagor shall pay to the Mortgagee all the principal and interest due under the Note and perform all assumed obligations that then the estate hereby conveyed, shall cease, determine, and be void.

If the Mortgagor remains in possession after a demand is made for payment of the Note and the Mortgagor fails to pay the Note in full as to principal and interest, such possession shall be as tenant of the Mortgagee, and the Mortgagee agrees to pay monthly in advance to the Mortgagee such rent for the premises so occupied as the Mortgagee may demand, and in default of so doing, the Mortgagor may also be dispossessed by summary proceedings or otherwise.

II. COVENANTS. Mortgagor covenants and agrees as follows:

A. Amendments to Proprietary Lease. Mortgagor shall not, without the written consent of Mortgagee, agree to any changes in the Proprietary Lease not applicable to all Apartments.

B. Payment of Amounts Due. Mortgagor shall pay when due (a) the principal of and interest on the indebtedness evidenced by the Note, and (b) all other Assumed Obligations; and Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants, and agreements on Mortgagor's part to be performed and observed as provided herein or in the Note and the other Agreements; and this Mortgage shall secure such payment, performance, and observance.

C. Obligations Under Proprietary Lease. Mortgagors shall perform all of its obligations under the Proprietary Lease and all other Assumed Obligations.

D. Liens. Except as otherwise expressly provided herein, Mortgagor shall not create or suffer to attach any mortgage, lien, charge, or encumbrance to the premises, whether such lien or encumbrance is inferior, of equal priority, or superior to the lien of this Mortgage, except (i) assessments not due or delinquent; and (ii) any mortgage lien on the entire building in which the Apartment is located granted and recorded before this Agreement was signed.

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tion of the Premises, and  
Mortgagee prompt notice of any damage to or destruc-  
g. Proceeds of Insurance. Mortgagee will give

the respective dates of expiration.  
renewal policies not less than thirty (30) days before  
policies about to expire, Mortgagee will deliver  
policies to Mortgagee and, in case of insurance  
of insurance, including additional and renewal  
Mortgagee will deliver all policies and certificates  
prior written notice to Mortgagee. If requested,  
or altered as to Mortgagee without at least 30 days  
shall provide that such insurance may not be cancelled  
payable to and in form satisfactory to Mortgagee, and  
insurances or endorsements in favor of and with loss  
insurance shall have attached thereto mortgages  
reasonable opinion, and all policies of casualty  
form and amounts satisfactory to Mortgagee, in its  
Section II (E) hereof shall be with companies and in  
insurance to be maintained and provided as required by  
F. Insurance Policies. All policies of

an office.  
insurance at any time either of Mortgagees holds such  
suggested to the Company if it does not maintain such  
Directors and officers liability insurance shall be

Mortgagee may require.  
injury and property damage with such limits as  
(iii) Public liability against bodily

replacement value of the premises; and  
than one hundred (100%) percent of the full  
reasonably require, in amounts equal to not less  
endorsement, and other risks as Mortgagee may  
covered by the so-called extended coverage  
(ii) Insurance against loss by fire, risks

insurance, and physical damage insurance;  
liability insurance, workmen's compensation  
including owner's, contractor's, and employer's  
all-risks package of builder's risk insurance,  
(1) During construction (if any), an

time to time require, and in any event including:  
against such perils and hazards as Mortgagee may from  
premises, and each and every part and parcel thereof  
and improvements now or hereafter included within the  
any construction and thereafter, all of the buildings  
expense will insure and keep insured, including during  
E. Insurance Coverage. Mortgagee at its own

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Not a Party  
Mortgagee

Office

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(1) In case of loss in an amount of \$25,000 or more covered by policies of insurance, Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of Mortgagor (and Mortgagor hereby agrees that Mortgagor shall have no liability to Mortgagor related to such adjustment except for Mortgagor's willful misconduct), or (ii) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss; and provided that in any case Mortgagor shall, and is hereby authorized to, collect and give a receipt for any such insurance proceeds; and the expenses incurred by Mortgagor in the adjustment and collection of insurance proceeds shall be an Assumed Obligation and shall be reimbursed to Mortgagor upon demand.

(1) In the event of any insured damage to or destruction of the Premises or any part thereof in an amount of \$25,000 or more (herein called an "Insured Casualty"), and if, (A) in the reasonable judgment of Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was before the occurrence of the Insured Casualty and adequately securing the outstanding balance of the Assumed Obligations, and (B) the Lease has not been cancelled or terminated,

then, if no "Event of Default" (as defined in Article III of this Mortgage), or any event that with notice or passage of time or both would become an Event of Default shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse Mortgagee for the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof subject to the Insured Casualty; and Mortgagee hereby covenants and agrees forthwith to commence and diligently to prosecute such restoring, repairing, replacing, or rebuilding; provided, always, that Mortgagee shall pay all costs of such restoring, repairing, replacing, or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof.

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(iii) In the event that proceeds of insurance, if any, shall be made available to Mortgagee for the restoring, repairing, replacing, or rebuilding of the premises, Mortgagee hereby covenants to restore, repair, replace, or rebuild the same, to be of at least equal value and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by Mortgagee.

H. Condemnation. Mortgagee hereby assigns, transfers, and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the premises taken or damaged under the power of eminent domain or by condemnation, including any payments made in lieu of or in settlement of a claim or threat of condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Assumed Obligations then most remotely to be paid, whether due or not, or require Mortgagee to restore or rebuild the premises, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagee for the cost of such rebuilding or restoring. If, (i) in the reasonable judgment of Mortgagee the premises can be restored to an economic unit not less valuable than the same was before the condemnation and adequately securing the outstanding balance of the Assumed Obligations, and (ii) the award has not been terminated by the Company, the award shall be used to reimburse Mortgagee for the cost of restoration and rebuilding; provided, always, that no Event of Default, or event that with notice or passage of time or both would become an Event of Default, has occurred and is then continuing. If Mortgagee is required or permitted to rebuild or restore the premises as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by Mortgagee. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such costs in excess of the award before being entitled to reimbursement out of the award. Any surplus that may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the Assumed Obligations then most remotely to be paid, or be paid to any other party entitled thereto. No interest shall be allowed to Mortgagee on account of any award held by Mortgagee.



I. Mortgagor's Duty to Perform. The Mortgagor shall have responsibility for the performance of all Assumed Obligations, and the Mortgagee shall have no such responsibility whatsoever under the Agreements or otherwise and shall under no circumstances be deemed the Lessee of the Apartment for any purpose. The Mortgagor may, at its option, perform on behalf of the Mortgagor any Assumed Obligation in order to prevent a default under the Agreements or an Event of Default, but the Mortgagee under no circumstances shall be obligated to do so. In the event the Mortgagee performs any Assumed Obligation, any payments and the costs and expenses of performance, together with interest thereon at the maximum legal rate shall be payable to the Mortgagee by the Mortgagor on demand and the payment thereof shall be secured by this Lease mortgage. The Mortgagee's performance of any Assumed Obligation shall in no event constitute a waiver by the Mortgagee of any default or Event of Default arising from the Mortgagor's failure to perform.

J. Inspection of Premises. Mortgagee shall have the right to inspect the premises and all books, records, and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

K. Taxes and Fees. Mortgagor shall pay all stamp taxes, recording fees, and other charges resulting from the execution, delivery, and recording of the Agreements.

L. Restrictions on Transfer. It shall be an Event of Default hereunder and the Assumed Obligations shall be immediately due and payable to the extent permitted by law if, without the prior written consent of Mortgagee the Mortgagor shall create, effect, consent to, or suffer, or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation of the premises or any part thereof or interest therein, 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 that this Section I(L) shall not apply to (i) liens in favor of Mortgagee or the Company securing the Assumed Obligations, (ii) any mortgage liens on the entire building in which the Apartment is located granted and recorded before this Agreement was signed, and (iii) any transfers of the premises, or

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D. Bankruptcy of Mortgagor or Company. (1) Mortgagor or the Company (a) makes an assignment for the benefit of creditors, (b) files a petition in bankruptcy, (c) is adjudicated insolvent or bankrupt, (d) petitions or applies to any court, agency or other authority for any receiver or trustee for the Mortgagor or the Company or of all or any substantial part of Mortgagor's or the Company's property, or (e)

C. Acceleration of Another Debt. Any obligation (of more than \$50,000) of the Mortgagor (other than an obligation secured hereby) for the payment of borrowed money becomes or is declared by a lender to be due and payable prior to the expressed maturity thereof.

B. Misrepresentation. Any representation or warranty made by the Mortgagor in the Agreements shall prove to have been incorrect in any material respect when made.

A. Failure to Perform. A failure to perform any of the Assumed Obligations or to comply with the Bylaws or the occurrence of any of the events of default specified in the Agreements (in the event of any default occurring by virtue of the provisions of this Paragraph A, the Mortgagor shall have the right to cure such default within any applicable grace period where a grace period is provided).

III. DEFAULT. Each of the following events shall be an "Event of Default":

N. Further Assurances. Mortgagor shall do or procure all acts, writings, and assurances that the Mortgagee may at any time reasonably request to protect or enforce its or the Mortgagor's interests arising from the Agreements.

M. Occupancy By Mortgagee. Mortgagee agrees with Mortgagor, for the benefit of the Company, that, in accordance with the terms of the Proprietary Lease, Mortgagee shall have no right to occupy the Apartment without the previous consent of the Company as provided in the Proprietary Lease.

declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives, or committee, or on behalf of an owner thereof who is deceased or Mortgagor or any beneficiary of a trustee mortgagor by interests, or shares of stock, as the case may be, in part thereof, or interest therein, or any beneficial

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commences any proceeding under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; (ii) there is commenced against Mortgagee or the Company any such proceeding which remains undismissed for a period of 30 days; or (iii) Mortgagee or the Company, by any act or omission, indicates Mortgagee's or the Company's consent to or approval of or acquiescence in any such proceeding or the appointment of any receiver or trustee for him or it or of all or any substantial part of Mortgagee's or the Company's property, or suffers any such receivership or trusteeship to continue undischarged for a period of 30 days.

F. Termination of the Lease. A notice of termination and/or cancellation of the Lease is given by the Company to the Mortgagee.

G. Subletting of the Apartment. The Mortgagee assigns or sublets, or offers to assign or sublet, the whole or any part of the Apartment without the prior written consent of the Mortgagee, which consent will not be unreasonably withheld if the Company shall consent thereto.

G. Reletting by Company. The Company shall issue to any other person or entity shares of its capital stock and in connection therewith shall enter into a lease or other agreement purporting to grant to such other person or entity the right to occupy the Apartment or any portion thereof without the prior written consent of the Mortgagee.

H. Default of Company. A default by the Company in the performance of any of its obligations under any note, mortgage, security agreement, lease or indenture relating to any substantial part of the Company's property or assets (in the event of any default occurring by virtue of the provisions of this Paragraph H, the Company shall have the right to cure such default within any applicable grace period where a grace period is provided).

I. Dissolution of the Company. The shareholders of the Company shall authorize or approve the sale of the Company's property or the dissolution or liquidation of the Company.

J. Abandoned Premises. The Premises shall become abandoned.



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If any Event of Default occurs, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurance with respect to title, as Mortgagee may deem necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the premises. All expenditures and expenses of the nature mentioned in this paragraph, and such

If any Event of Default occurs, subject to Section II M, Mortgagee shall have the right, acting itself or through an agent or trustee, to enter into and upon the premises and take possession thereof, to lease the premises or any portion thereof to any person, and to collect the rents, issues and profits of the premises. The net income, after allowing a reasonable fee for the collection thereof and for the management of the premises, may be applied to the payment of taxes, insurance premiums and other charges applicable to the premises, or in reduction of the note or other assumed obligations as Mortgagee may elect; the rents, issues and profits of and from the premises are hereby specifically pledged to the payment of such amounts.

In the event that the Mortgagor is an occupant of the premises, the Mortgagor agrees to surrender the possession of the premises to the Mortgagee immediately upon any default hereunder upon demand by the Mortgagee. After default and demand the Mortgagor further gives Mortgagee the right to have all Mortgagor's personal effects and furniture removed from the Apartment and any storage areas and stored, and to have all locks changed, all at Mortgagor's expense. In the event storage charges are not paid, Mortgagor acknowledges that the items stored may be sold by the warehouseman.

V A and II L. Death or Transfer. As specified in Sections

K. Termination of Lease. The building in which the Apartment is leased under the Lease is taken in condemnation proceedings or sustains damage by fire or other casualty resulting in the termination of the Lease;

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-10-

other expenses and fees as may be incurred in the protection of the premises and the maintenance of the lien of this Mortgage, including the fees of attorneys employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note, the Assumed Obligations, or the premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be additional indebtedness hereby secured and shall be immediately due and payable by Mortgagee, with interest thereon at the rate set forth in the Note per annum until paid.

upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagee at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period.

The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, Second, to any Assumed Obligations in such order as Mortgagee may elect in its sole discretion; and Third, any remaining amounts to Mortgagee and its successors or assigns, as their rights may appear.

In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that Mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditors. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagee, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagee for prepaid premiums thereon.

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or such other addresses as may hereafter be designated in writing.

THE NORTHERN TRUST COMPANY  
50 South LaSalle Street  
Chicago, Illinois 60675  
Attention: Division Head,  
Real Estate Mortgage Division

IF to the Mortgagee:

Chicago, Illinois 60610  
1209 N. Astor St.  
Apartment 5-S

IF to the Mortgagor:

IV. NOTICES. All notices, demands and communications given or made hereunder or pursuant to the agreements shall be in writing and shall be delivered or mailed by registered or certified mail with postage prepaid, or telegraphed, addressed to the party to be notified at its address set forth below, and shall be deemed to have been given or made when so delivered, mailed or telegraphed.

The waiver in any one instance of any of the terms or provisions hereof, or of the Note accompanying the same, shall apply to the particular instance at the particular time only, and shall not be deemed a continuing waiver, but all the terms, covenants and agreements of this mortgage, and the Note accompanying same, shall survive and continue to remain in full force and effect.

Mortgagor hereby covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption, extension, on moratorium law now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or other of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of the Illinois Revised Statutes.

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Spouse of Mortgagor

I hereby release and waive any and all rights under and by virtue of the homestead exemption laws of Illinois.

*[Handwritten signature]*

Mortgagor:

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagor.

Each party to this Mortgage hereby releases and waives all rights under and by virtue of the homestead exemption laws of Illinois.

The term "Mortgagor" shall mean either or both of the persons named as the Mortgagor in more than one person is the Mortgagor indicated as the Mortgagor above, and shall include his, her or their agents, successors, assigns, devisees, heirs, executors, administrators and legal representatives; in the event more than one person is named as the Mortgagor, the assumed obligations of such persons shall be joint and several.

changed, terminated or discharged orally.

or the exercise of any other right or remedy. remedy include any other or future exercise thereof partial exercise by the Mortgagor of any such right or operate as a waiver thereof, nor shall any single or or all rights or remedies under the agreements shall Mortgage to exercise, and no delay in exercising, any party to be charged. In failure on the part of the executory agreement is in writing and signed by the shall be effective to modify this Mortgage unless such and signed by such party. No executory agreement remedies hereunder unless such waiver is in writing been made by any party of any of its or his rights or

3. Waiver. No waiver shall be deemed to have of manner of such transfer, of the Apartment. Mortgage; and (ii) the sale or transfer, regardless shall be an "Event of Default": (i) the death of the To the extent permitted by law, each of the following credit and financial responsibility of the Mortgagor. the indebtedness evidenced by the Note is based on the A. Mortgagor's Death or Transfer of Apartment.

V. MISCELLANEOUS.

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Property of Cook County Clerk's Office

My commission expires March 11, 1990 (AFFIX SEAL)

Mary Beth McCafferty  
NOTARY PUBLIC

this 13th day of July, 1987, seal

I, Mary Beth McCafferty, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William S. Kennedy (and Collette H. Kennedy), personally known to me, and personally known to me to be the same person(s) whose name is(are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his(her)/their free and voluntary act and deed for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss:



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17-03-113-063-0000 All  
CPO  
M.

Permanent Real Estate Index Number:

Chicago, Illinois

Street address: 1209 N. Astor St., Chicago, Illinois 60610

Lot ten (10), eleven (11) and twelve (12) (except the South fifteen and eighty eight one hundredths (15.88) feet of said Lot twelve (12) in Block nine (9) in H. O. Stone's Subdivision of Astor's Addition to Chicago, in the North fractional half of Section three (3) Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois;

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COOK COUNTY RECORDER

4257 & C \* -87-425784

140003 TRAK 4861 08/03/87 11:32:00

\$24.00

DEPT-01

Legal Description:

Premises mortgaged: Apartment 5-S

EXHIBIT A TO  
LEASE MORTGAGE DATED July 13, 1987  
BETWEEN William J. L. Kennedy and Colette A. Kennedy  
AND THE NORTHERN TRUST COMPANY