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3. **Charges; Liens.** Mortgagor shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attain a priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring Mortgagee's interest in the Property (the "First Mortgage"), if any. Upon Mortgagee's request, Mortgagor shall promptly furnish to Mortgagee receipts evidencing payments of amounts due under this paragraph. Mortgagor shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurance into account.

The insurance carrier providing the insurance shall be chosen by Mortgagor and approved by Mortgagee (which approval shall not be unreasonably withheld). All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts for paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor, that the insurance carrier offers to settle a claim for insurance benefits Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments. If under paragraph 19 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

6. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, any

proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgagee pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon Mortgagee's demand and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

7. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

8. **Condemnation.** 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 for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagor to Mortgagee that the condemnor has offered to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the amount due under the Agreement or change the amount of such payments.

9. **Mortgagor Not Released.** No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

10. **Forebearance by Mortgagee Not a Waiver.** Any forbearance by Mortgagee in exercising any right or remedy under the Agreement, hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

12. **Legislation Affecting Mortgagee's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this

2025 RELEASE UNDER E.O. 14176

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LEGAL DESCRIPTION

UNIT NO. 3201 IN 1660 NORTH LA SALLE STREET CONDOMINIUM, AS DELINEATED UPON SURVEY OF:

PARCEL I:

LOT 2, THE SOUTH 50-1/2 FEET OF LOT 3, THE EAST 74 FEET OF LOT 3 (EXCEPT THE SOUTH 50-1/2 FEET THEREOF) AND THE EAST 74 FEET OF LOTS 4 AND 5 (EXCEPT THAT PART OF LOT 5 FALLING IN EUGENIE STREET), ALL IN GALE'S NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL II:

LOTS 1 AND 2 AND THAT PART OF LOT 3 FALLING WITHIN THE NORTH 113.62 FEET OF ORIGINAL LOT 1 IN WOOD AND OTHER'S SUBDIVISION OF SAID ORIGINAL LOT 1 IN GALE'S NORTH ADDITION TO CHICAGO, AFORESAID;

PARCEL III:

LOTS 1 TO 9, BOTH INCLUSIVE (EXCEPT THAT PART LYING BETWEEN THE WEST LINE OF NORTH LA SALLE STREET AND A LINE DRAWN THROUGH THE SOUTHWEST CORNER OF EUGENIE AND NORTH LA SALLE STREETS AND THROUGH A POINT ON THE SOUTH LINE OF LOT 10, 14 FEET WEST OF THE WEST LINE OF NORTH LA SALLE STREET), ALL IN BLOCK "B" IN THE COUNTY CLERK'S DIVISION OF PORTIONS OF UNSUBDIVIDED LAND LYING BETWEEN THE EAST LINE OF GALE'S NORTH ADDITION TO CHICAGO, AFORESAID, AND THE WEST LINE OF NORTH CLARK STREET, ALL IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMALGAMATED TRUST & SAVINGS BANK, AS TRUSTEE UNDER TRUST NO. 1660, RECORDED JULY 28, 1978 AS DOCUMENT NO. 24,558,738 TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM AND SURVEY).

87152266

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RECORDED
INDEXED

RIDFR ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED November 16th, 1987 UNDER TRUST NO. 106347

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 106347 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holder of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

87652265
County Clerk's Office

NO PART THEREOF

87652265

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BENEFICIARY'S ADDENDUM TO RIDER

1. The undersigned, owning all the beneficial interest in the Trust (as defined in the foregoing Rider) hereby represent(s) and warrant(s) that Mortgagor has full power and authority to execute the Mortgage as security for the Agreement.

2. The undersigned agree(s) to cause Mortgagor to comply with all the terms of the Mortgage and shall take any action necessary to cause such compliance. A default by the undersigned under this Addendum to Rider shall constitute a default under Section 8 of the Agreement and paragraph 19 of the Mortgage.

3. The undersigned waive(s) any right of homestead that the undersigned may now or hereafter have in the Property or in any beneficial interest therein.

4. All defined terms shall have the meanings ascribed to them in the Mortgage described in the foregoing Rider.

IN WITNESS WHEREOF, the undersigned has/have executed this Addendum to Rider as of

November 30, 1987

Gordon R. Haworth
Gordon R. Haworth

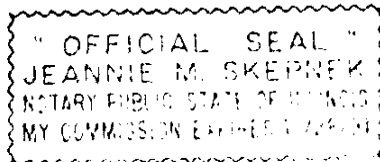
State of Illinois)
County of Cook) ss:

I, JEANNIE M. SKEPNEK, a Notary Public in and for said county and state, do hereby certify that GORDON R. HAWORTH appeared before me this day in person, and acknowledged that HE signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of November, 1987

My commission expires _____, 19____

JEANNIE M. SKEPNEK
NOTARY PUBLIC



COOK COUNTY RECORDER

8916 # B * 07-652266

1#222 TRM 0249 12/09/87 15:52:00

DEPT-01 RECORDING \$10.00

Handwritten signature/initials

87652266

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9531 (2-28-7)

[Handwritten signature]

NOTARY PUBLIC

My commission expires October 30, 1991

Given under my hand and official seal, this December 19, 1987

purposes therein set forth. that they signed and delivered the said instrument as trustee free and voluntary act, for the uses and

certify that Gertine Bok, Assistant Vice President appeared before me this day in person, and acknowledged

I, Hartford Boniszewicz
County of COOK
State of Illinois)
) ss:
)

First La Salle National Bank

Assistant Secretary

WITNESST

Its:

By:

Assistant Vice President

as trustee and not individually

Lasalle National Bank

IN WITNESS WHEREOF, Mortgagor has executed this Rider as of Nov. 19th, 1987.

has the beneficial interest in such property and Premises.
in the granting clause of this Mortgage and any successor beneficiary's (es) obligations under the Agreement and shall be binding upon the property of the Trust and the Premises (whether Beneficiary or any successor beneficiary

2. This Mortgage shall secure Beneficiary's obligations under the Agreement, as more fully set forth in the granting clause of this Mortgage and any successor beneficiary's (es) obligations under the Agreement and shall be binding upon the property of the Trust and the Premises (whether Beneficiary or any successor beneficiary) subsequent beneficiary's obligations under the Agreement and as hereinafter set forth:
of this Mortgage, Mortgagor has been directed to grant (this Mortgage to secure Beneficiary's obligations and any
November 15, 1987, or such later date as Bank shall agree, but in no event more than 20 years after the date
for in the Agreement. All amounts borrowed under the Agreement plus interest thereon are due and payable on
"Maximum Credit Amount", plus interest thereon, which interest is payable at the rate and at the times provided
borrow from Bank amounts not to exceed the aggregate outstanding principal balance of \$ 95,000.00 (the
Statement (the "Agreement") dated November 16, 1987, pursuant to which Beneficiary may from time to time
Beneficiary), has have entered into "The Northern Trust Company Equity Credit Line Agreement and associated
one or more beneficiaries of the Trust of which Mortgagor is trustee (hereafter, whether one or

WHEREAS, GERTINE BOK, HAWORTH

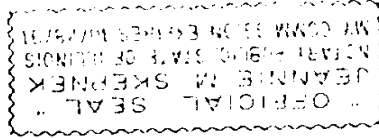
page dated as of
not necessarily
0534 Z/ therein

Property of Cook County Bank's Office

UNOFFICIAL COPY

800-2-113-

RECEIVED BY THE CLERK OF COOK COUNTY
NOTARY PUBLIC
JANUARY 2, 1977



NOTARY PUBLIC

My commission expires _____, 19____

NOTARY PUBLIC

Given under my hand and official seal, this _____ day of _____, 19____,
that _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and
purposes therein set forth.
I, _____, a Notary Public in and for said _____ County and state, do hereby certify
that _____ appeared before me this day in person, and acknowledged

State of Illinois)
County of _____)
99)

_____ SECTION 8, PARAGRAPH 19 OF THE MORTGAGE AND SHALL TAKE

- IN WITNESS WHEREOF, the undersigned has executed this Addendum to Rider as of _____, 19____.
1. The undersigned, owning all the beneficial interest in the Trust (as defined in the foregoing Rider) hereby represents and warrants that Mortgagor has full power and authority to execute the Mortgage as security for the Agreement.
 2. The undersigned agrees to cause Mortgagor to comply with all the terms of the Mortgage and shall take any action necessary to cause such compliance. A default by the undersigned under this Addendum to Rider shall constitute a default under Section 8 of the Agreement and paragraph 19 of the Mortgage.
 3. The undersigned waives any right of homestead that the undersigned may now or hereafter have in the Property or in any beneficial interest therein.
 4. All defined terms shall have the meanings ascribed to them in the Mortgage described in the foregoing Rider.

BENEFICIARY'S ADDENDUM TO RIDER

any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holder of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.