

UNOFFICIAL COPY

SECOND EQUITY LINE
REVOLVING LINE OF CREDIT

REAL ESTATE MORTGAGE

87107036

THIS SPACE RESERVED FOR RECORDER

PLEASE RETURN TO:

OAK PARK TRUST & SAVINGS BANK
1044 LAKE STREET
OAK PARK, ILLINOIS 60301

BOX 888-CA

ATTN: Closing Department

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B-0-0 82B

Property Address: 1350 Sutton Place, Chicago, Illinois 60610

P.I.N.: 17-64-217-075-0000

Prepared By: Gary S. Collins, Vice President, Oak Park Trust and Savings Bank, Oak Park, IL

SEE ATTACHED RIDER ON THE BACK

1987 FEB 25 PM 1:18

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This instrument is a Real Estate Mortgage ("Mortgage") to secure a Revolving Line of Credit. The Borrower is:

Herbert L. Slutsky and Maxine Slutsky, His Wife

The Lender is: Oak Park Trust & Savings Bank, 1044 Lake Street, Oak Park, Illinois 60301.

Borrower hereby conveys, warrants and mortgages to Lender the real estate described on Exhibit A hereto, together with all the improvements now or hereafter erected on the real estate, and all easements, rights, appurtenances, rents, insurance and condemnation proceeds, and fixtures now or hereafter attached to the real estate, all of which are hereinafter referred to as the "Property." As to any Property which does not constitute a fixture, this Mortgage is a Security Agreement under the Uniform Commercial Code. A security interest in such Property is hereby granted to Lender.

This instrument secures to Lender a Revolving Line of Credit indebtedness pursuant to an agreement entitled Second Equity Line-Loan Application and Agreement ("Agreement") and a Promissory Note of even date herewith ("Note") not to exceed the principle sum of \$100,000.00, or so much thereof as may from time to time be advanced and outstanding. All future loans or advances shall have the same priority as if such future loans or advances had been made on the date of the execution of this Mortgage. The undertakings of Borrower under the provisions of the Note, the Agreement and this Mortgage (hereafter collectively referred to as "Documents") constitute, collectively, the indebtedness, repayments and undertakings secured by this Mortgage.

Borrower represents, covenants and warrants that Borrower is the lawful owner of the Property and has the right to grant, convey, warrant and mortgage the Property and that the Property is unencumbered except for encumbrances of record.

Borrower and Lender further covenant and agree as follows:

1. **Payment of Note.** Borrower shall pay promptly the principal, interest and other charges evidenced by the Note. The outstanding balance of the Note, if any, shall in any event, be due and payable twenty (20) years from the date hereof.

2. **Other Undertakings of Borrower.** Borrower will promptly and diligently perform all of its undertakings under the provisions of the Documents.

3. **Funds for Taxes and Insurance.** Borrower shall deposit with Lender on the day monthly installments of principal and interest are payable under the Note, an amount equal to one-twelfth of the yearly taxes and assessments payable on the Property and one-twelfth of the yearly premium for hazard insurance, all as reasonably estimated from time to time by Lender, who shall make such funds available to Borrower to pay such taxes, assessments and insurance premiums. Lender shall not be required to pay Borrower any interest or earnings on such deposits. If such deposits shall exceed the amount required to pay such taxes, assessments and insurance premiums, the excess shall be repaid to Borrower or credited to Borrower's monthly payments on the Note. If such deposits shall not be sufficient, Borrower shall promptly deposit with Lender the amount necessary to make up the deficiency prior to the date such payments are due.

If this is a second mortgage and such deposits are required and are deposited with the first mortgagee, Borrower shall be excused from making such deposits with Lender.

4. **Application of Payments.** Payments received by Lender on the Note and this Mortgage shall be applied first in payment of amounts payable to Lender under paragraphs 8 and 25 of this Mortgage, then as provided in the Note.

5. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower will perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement which has or appears to have priority over this Mortgage. Borrower shall pay or cause to be paid, all taxes, assessments and other charges, fines and impositions and any encumbrances, charges, loans, and liens which may attain any priority over this Mortgage. Borrower shall deliver to Lender, upon request, receipts evidencing such payment.

6. **Hazard Insurance.** Borrower shall keep all improvements on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, in an amount equal to the greater of the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligation secured in priority over this Mortgage or the amount necessary to satisfy the coinsurance requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, which approval shall not be unreasonably withheld. All insurance policies shall be in a form acceptable to Lender and shall include a standard mortgage clause in a form acceptable to Lender. Lender shall have the right to hold the policies subject to the terms of any obligation secured in priority over this Mortgage. Borrower shall promptly furnish to Lender all renewal notices and copies of all receipts of paid premiums. Borrower shall supply the original or copies of all policies and renewals to Lender within 10 days after issuance. In the event of loss, Borrower

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such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser and guarantor of said Note.

IN WITNESS WHEREOF, Borrower has executed this Mortgage on February 25

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Herbert L. Slutsky

Maurine Slutsky

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The Undersigned

a Notary Public in and for the State and County aforesaid, do hereby certify that Herbert L. Slutsky and Maurine Slutsky, His Wife personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the said instrument was signed and delivered as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of February, 1987

Commission Ex: 2-14-90 Carolyn J. Blazquez Notary Public

PARCEL 1:

THAT PART OF A TRACT OF LAND DESCRIBED AS FOLLOWS: (SAID TRACT TO BE DESCRIBED HEREINAFTER):

COMMENCING AT THE SOUTH WEST CORNER OF SAID TRACT, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT 335.10 FEET TO THE NORTH WEST CORNER OF SAID TRACT, THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT, 20.35 FEET TO THE PLACE OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT,

20.0 FEET THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 53.90 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 20.0 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 53.95 FEET TO THE PLACE OF BEGINNING, OF COOK COUNTY, ILLINOIS THE ABOVE DESCRIBED PARCEL BEING A PART OF A TRACT OF LAND COMPRISING PARTS OF LOTS 23 AND 24 IN ASSESSOR'S DIVISION OF LOTS 16 TO 22, INCLUSIVE, IN BRONSON'S ADDITION TO CHICAGO, ALSO ALL OF LOTS 13 TO 16 BOTH INCLUSIVE, AND LOT 17 (EXCEPT THE NORTH 4.40 FEET THEREOF) IN THE SUBDIVISION OF LOT 15 (EXCEPT THE NORTH 47 10/12 FEET) IN BRONSON'S ADDITION TO CHICAGO ALSO LOT 11 (EXCEPT THE NORTH 25 FEET THEREOF) IN CHICAGO LAND CLEARANCE COMMISSION NUMBER 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 2, 264.53 FEET NORTH OF NORTH LINE OF WEST GOETHE STREET, SAID NORTH LINE OF WEST GOETHE STREET ALSO BEING THE SOUTH LINE OF LOT 14 IN SAID CHICAGO LAND CLEARANCE COMMISSION NUMBER 3, RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON THE WEST LINE OF SAID LOT 24, LOTS 13, 14, 15, 16 AND 17 AND LOT 11, SAID WEST LINE ALSO BEING THE EAST LINE OF NORTH CLARK STREET, FOR A DISTANCE OF 335.10 FEET TO THE SOUTH LINE OF THE NORTH 25.0 FEET OF LOT 11 IN SAID CHICAGO LAND CLEARANCE COMMISSION NUMBER 3, THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 25.0 FEET OF SAID LOT 11, 149.78 FEET TO THE WEST LINE OF A 20 FOOT ALLEY THE SAME BEING THE EAST LINE OF SAID LOT 11 AND THE EAST LINE OF SAID LOTS 13, 14, 15, 16 AND 17 AND SAID LOTS 23 AND 24 THENCE SOUTH 00 DEGREES 01 MINUTES 49 SECONDS WEST ALONG SAID ALLEY LINE 358.20 FEET TO A POINT ON SAID ALLEY LINE WHICH IS 241.73 FEET NORTH OF THE NORTH LINE OF WEST GOETHE STREET, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF LOT 14 IN SAID CHICAGO LAND CLEARANCE COMMISSION NUMBER 3, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 67.90 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 23.47 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 81.66 FEET TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF ABOVE DESCRIBED PARCEL AS SET FORTH IN THE DECLARATION DATED JANUARY 1, 1978 AND RECORDED MARCH 6, 1978 AS DOCUMENT NUMBER 24351547 AND REGISTERED MARCH 6, 1978 AS DOCUMENT NUMBER LR 3002764 AND AS AMENDED BY INSTRUMENT DATED JANUARY 16, 1979 AND RECORDED JANUARY 22, 1979 AS DOCUMENT NUMBER 24810852 AND FILED AS DOCUMENT NUMBER LR 3072227 AND AS CREATED BY DEED DATED JANUARY 26, 1979 AND RECORDED APRIL 16, 1979 AS DOCUMENT NUMBER 29918517 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS

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an assignment for the benefit of creditors, becomes insolvent or becomes unable to pay obligations generally as they become due (no grace period); (vi) Borrower further encumbers the Property, or suffers a lien, claim of lien or encumbrance (no grace period); (vii) Borrower defaults or an action is filed alleging a default under any obligation of Borrower with priority in right of payment over the line of credit described in the Documents or whose lien has or appears to have any priority over the lien hereof (no grace period), or any other creditor of Borrower attempts to (or actually does) seize or obtain a writ of attachment against the Property (no grace period); (viii) Borrower fails to keep any other covenant contained in any of the Documents not otherwise specified in this Paragraph 17 (10 day grace period, unless the failure is by its nature not curable, in which case no grace period. If another grace period is specified in the Documents, that grace period shall prevail.

18. Transfer of the Property. Lender shall be entitled to immediately accelerate the amounts due under the Note and declare all indebtedness secured by this Mortgage to be immediately due and payable, if Borrower, or beneficiary of the Trust, if any, sells, conveys, assigns or transfers, or promises or contracts to sell, convey, assign or transfer, all or any part of the Property or any interest therein, including all or any part of the beneficial interest in the Trust, if any, or amends or terminates any ground leases affecting the Property, or if title to the Property, or any direct or indirect interest therein, is otherwise sold or transferred, by operation of law, or voluntarily or involuntarily, including without limitation sale or transfer in any proceeding for foreclosure or judicial sale of the Property or beneficial interest in the Trust, if any, in each case without Lender's prior written consent. Notwithstanding the preceding sentence, the following events shall not entitle Lender to accelerate the amounts due under the Note: (i) the creation of a lien or other encumbrance subordinate to Lender's security instrument which does not relate to a transfer of rights of occupancy in the Property; provided, that such lien or encumbrance is not created pursuant to a contract for deed; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase (that is, either a lease of more than three years or a lease with an option to purchase will allow the exercise of a due-on-sale clause); (v) a transfer in which the transferee is a person who occupies or will occupy the Property, which is: (a) a transfer to a relative resulting from the death of the Borrower, (b) a transfer where the spouse or children becomes an owner of the Property, or (c) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or (vi) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the Property, unless, as a condition precedent to such transfer, the Borrower refuses to provide Lender with reasonable means acceptable to Lender by which Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy. Failure to pay such indebtedness within thirty (30) days after notice to Borrower of such acceleration shall constitute an Event of Default. Any use or attempted use by Borrower of the revolving line of credit evidenced by the Agreement and Note after Borrower's sale, transfer or promise to sell or transfer the Property or any direct or indirect interest therein, or amendment or termination of any ground leases affecting the Property, shall constitute a separate Event of Default.

19. Acceleration; Remedies (Including Freezing the Line). Upon the existence of an Event of Default, Lender may terminate the Line of Credit, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and invoke any remedies permitted by law or the Documents. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 19 including reasonable attorneys' fees.

Notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may, immediately and without notice, suspend the Line of Credit upon the occurrence of any event enumerated in paragraphs 17 or 18 hereof, including without limitation Lender's receipt of notice from any source of a lien, claim of lien or encumbrance, either superior or inferior to the lien of this Mortgage. Notice of any such suspension shall be given in accordance with the provisions of paragraph 13 of this Mortgage. Suspension will not preclude Lender from subsequently exercising any right or remedy set forth in any of the Documents.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security, Borrower hereby assigns to Lender the rents of the Property, provided that prior to acceleration or the occurrence of an Event of Default or abandonment of the Property, Borrower shall have the right to collect and retain such rents.

Upon acceleration or abandonment, Lender, without notice, in person, by agent or by judicially appointed receiver and without regard to the adequacy of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take possession of and manage the Property, and in its own name sue for or collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received. The entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Event of Default or notice of default or invalidate any act done pursuant to such notice.

21. Release. Upon payment and discharge of all sums secured by this Mortgage and termination of the Account, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower.

22. Time of Essence. Time is of the essence in this Mortgage and the Note and Agreement.

23. Taxes. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.

24. Waiver of Statutory Rights. Borrower shall not and will not apply for or avail itself of any homestead, appraisalment, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but, to the fullest extent permitted by law, waives the benefit of such laws. Borrower, to the fullest extent permitted by law, waives any and all rights of redemption from sale under any order or decree of foreclosure.

25. Expense of Litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of Lender under the Documents there shall be allowed as additional indebtedness in the judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs, survey costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring abstracts of title, title searches and examinations, title insurance policies, Torrens certificates and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the default interest rate.

26. Trustee Exculpation. If this Mortgage is executed by a Trust, Trustee executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all

(b) Events of Default. Set forth below is a list of events which, upon the lapse of the applicable grace period, if any, will constitute Events of Default. Applicable grace periods are set forth parenthetically after each event. The events are: (i) Borrower fails to pay when due any amounts under the Documents (15 day grace period); (ii) Borrower's outstanding balance due under the Documents exceeds the principal sum stated in the Note (15 day grace period); (iii) Lender receives actual knowledge that Borrower omitted material information in Borrower's credit application or made any false or misleading statements on Borrower's credit application (no grace period); (iv) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrower and not dismissed within 60 days, under any provision of any state or federal bankruptcy law in effect at the time of filing (no grace period); (v) Borrower makes

(a) Notice and Grace Period. An Event of Default will occur, after notice if required, upon the expiration of the applicable grace period, in the event of Borrower's breach or violation of Borrower's undertakings under any of the Documents and failure to cure such breach or violation. In such case the grace period begins to run on the day after the notice is given, and expires at 11:59 P.M., central time, on the last day of the period. If there is no grace period applicable to a particular breach or violation, the Event of Default will occur hereunder upon the giving of the above notice. Such notice shall be given to Borrower in accordance with paragraph 13 hereof and shall contain the following information: (i) the nature of Borrower's breach or violation; (ii) the action, if any, required or permitted to cure such breach or violation; (iii) the applicable grace period, if any, during which such breach or violation must be cured; and (iv) whether failure to cure such breach or violation within the specified grace period, if any, will result in acceleration of the sums secured by this Mortgage and the potential foreclosure of this Mortgage. The notice shall further inform Borrower of the right, if any, under applicable law, to reinstate his revolving line of credit under this Mortgage after acceleration.

17. Events of Default. Lender by law. All such rights and remedies shall be cumulative and concurrent, and may be pursued singly, successively or together.

16. Remedies Cumulative. Lender may exercise all of the rights and remedies provided in the Documents, or available to Lender by law. Borrower shall be furnished a conformed copy of the Documents at the time of execution or after recordation hereof.

15. Borrower's Copy. Mortgage and the balance of the Mortgage shall be construed as if such provision had never been included. this Mortgage shall be adjudged invalid, illegal or unenforceable by any court, such provision shall be deemed stricken from this

14. 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. If any provision of

13. Notices. Any notices by Lender to Borrower or Borrower to Lender shall be given in writing by hand delivery or by mailing by registered or certified first class mail, postage prepaid, return receipt requested, at the addresses set forth above, or such other address as Lender or Borrower may designate in a written notice delivered in the manner herein provided for service of notices.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers; Captions. The covenants and agreements hereunder shall bind, and rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Lender and Borrower. All covenants and agreements of Borrower and Borrower's successors, heirs, legatees, devisees and assigns shall be joint and several. 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. The masculine gender includes the feminine and/or neutral, and the singular includes the plural.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment, acceptance of payments other than according to the terms of the Note, modification in payment terms granted by Lender to any successor in interest of Borrower, or failure to exercise any right granted under the Documents shall not be required to commence proceedings against such successor, or refusal to extend time for payment, or otherwise refuse to modify payment terms of the sums secured by the Documents by reason of any demand made by the original borrower or Borrower's successors in interest. Lender shall not be deemed, by any act of omission, to have waived any rights or remedies (including such waiver) in writing and signed by Lender. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, liens or charges by Lender shall not waive Lender's rights as hereinafter provided in the Documents to accelerate the maturity of the indebtedness in the event of Borrower's default under any provision of the Documents.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, for condemnation or taking of the Property or part thereof, or for conveyance in lieu thereof, are hereby assigned and shall be paid to Lender, subject to the terms of any lien which has priority over the Mortgage. Borrower agrees to execute such documents as may be required to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or release such monies received or make settlement for such monies in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard Insurance. No settlement for condemnation damages shall be made without Lender's prior written approval.

9. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that, except in an emergency, Lender shall give Borrower notice prior to any such inspection.

8. Protection of Lender's Security. If Borrower fails to perform any of the covenants and agreements contained in the Documents, or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights or powers of Lender, then Lender, upon notice to Borrower pursuant to paragraph 13 hereof, may, without releasing Borrower from any obligations and take such action as Lender deems necessary to protect the security of this Mortgage.

7. Preservation. Borrower shall use, improve and maintain the Property in compliance with applicable laws, ordinances and regulations, keep the Property in good condition and repair, and not commit or permit waste, impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall promptly perform all of Borrower's obligations under the covenants creating or governing the condominium or planned unit development and its by-laws and regulations.

6. Insurance. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender in writing within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds.

5. If the Property is acquired by Lender, all right, title and interest of Borrower in insurance policies and proceeds thereof from damage to the Property prior to such acquisition shall become the property of Lender to the extent of the indebtedness hereby secured. If the Property is acquired by Lender, all right, title and interest of Borrower in insurance policies and proceeds thereof from damage to the Property prior to such acquisition shall become the property of Lender to the extent of the indebtedness hereby secured.

4. Subject to any priority over this Mortgage, amounts collected by Borrower or Lender under any insurance policy may, at Lender's sole discretion, be applied to the indebtedness secured by this Mortgage (after payment of all reasonable costs, expenses and attorneys' fees paid or incurred by Lender and Borrower in this connection) in such order as Lender may determine or be released to Borrower for use in repairing or reconstructing the Property. Such application or release shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

3. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender in writing within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds.

2. If the Property is acquired by Lender, all right, title and interest of Borrower in insurance policies and proceeds thereof from damage to the Property prior to such acquisition shall become the property of Lender to the extent of the indebtedness hereby secured.

1. Subject to any priority over this Mortgage, amounts collected by Borrower or Lender under any insurance policy may, at Lender's sole discretion, be applied to the indebtedness secured by this Mortgage (after payment of all reasonable costs, expenses and attorneys' fees paid or incurred by Lender and Borrower in this connection) in such order as Lender may determine or be released to Borrower for use in repairing or reconstructing the Property. Such application or release shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 25TH day of February, 19 87 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Oak Park Trust and Savings Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1350 Sutton Place, Chicago, Illinois 60610 (Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in attached legal description

(the "Declaration"). The Property is a part of a planned unit development known as Sutton Place Association (Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Covenants. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

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

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association;

or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Herbert L. Slutsky (Seal) Borrower

Maurine Slutsky (Seal) Borrower

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11/11/2024