

MORTGAGE TO SECURE AN EQUITY SOURCE ACCOUNT AGREEMENT

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CITICORP SAVINGS

Corporate Office One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312) 977 5000

444-093-0059

This Instrument was prepared by: HELEN DEANOVICH

88262000

\$17.00

AFTER RECORDING RETURN TO: CITICORP SAVINGS OF ILLINOIS EQUITY SOURCE OFFICE 22 WEST MADISON SUITE 1202 CHICAGO, IL 60602

THIS MORTGAGE ("Mortgage") is made this 8th day of June 1988 between Mortgagor, GREGG S. RILEY, A BACHELOR

(herein "Borrower") and the Mortgagee, Citicorp Savings of Illinois, A Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender pursuant to an Equity Source Account Agreement ("Agreement") of even date hereof, additionally secured, if appropriate, by a Security Agreement and Collateral Assignment of Beneficial interest in the land trust holding title to the property ("Security Agreement"), in the principal sum of TWENTY THOUSAND AND 00/100

(\$20,000.00) U.S. dollars, (Borrower's "Credit Limit") or so much of such principal as may be advanced and outstanding, with interest thereon, providing for periodic installment payments of interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for ten (10) years from the date hereof, thereafter, for periodic installment payments of 1/240 of the Outstanding Principal Balance, interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for twenty (20) years; all such sums, if not sooner paid, being due and payable approximately thirty (30) years from the date hereof.

To secure to Lender (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of all other sums, with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 7 hereof, (such advances pursuant to paragraph 7 hereof of principal made after the date hereof being referred to as "future advances"), and (c) any "Loans" (advances of principal after the date hereof) as provided for in the Agreement (it being the intention of Lender and Borrower that all such Loans made after the date hereof enjoy the same priority and security hereby created as if all such Loans had been made on the date hereof); and (d) the performance of Borrower's covenants and agreements under this Mortgage and the Agreement secured hereby. For this purpose, Borrower does hereby mortgage, grant, convey and warrant (unless Borrower be an Illinois land trust, in which case Borrower mortgages, grants, conveys and quit claims) to Lender the following described property located in the County of COOK and State of Illinois:

SEE RIDER ATTACHED

PERMANENT TAX NUMBERS:

- 14-33-316-037
14-33-316-065
14-33-316-066
14-33-316-068
14-33-316-069
14-33-316-070
14-33-316-071
14-33-316-034, 14-33-316-035 AND 14-33-316-036

P.I.N. No.

which has the address of 1602 NORTH LARRABEE STREET (street), CHICAGO (city), ILLINOIS 60614 (state and zip code), (herein "property address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower, unless Borrower is an Illinois land trust, warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

Borrower acknowledges that this Mortgage secures an Agreement that contains provisions allowing for changes in the interest rate, and that Lender may, prior to the maturity of the Agreement, reduce the Available Line of Credit and/or require repayment of the total balance outstanding under the Agreement.

Covenants. Borrower and Lender covenant and agree as follows:

1. Payment, Term, Rate, and Finance Charges

(A) Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest accrued on the indebtedness evidenced by the Agreement, together with any late charges or other fees, charges or premiums imposed by the Agreement, the Security Agreement, or by this Mortgage.

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The funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender) if Lender is such an institution. Lender shall apply the funds to pay the escrow items, unless Lender pays borrower interest on the funds and applying the account or verifying the escrow items, unless Lender pays borrower interest on the funds and applying the account or verifying the escrow items, Lender shall give to borrower, without charge, an annual accounting of the funds showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the funds held by Lender, together with the future monthly payments of funds payable prior to the date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at borrower's option, either promptly repaid to borrower or credited to borrower on monthly payments of funds. If the amount of the funds held by Lender is not sufficient to pay the escrow items when due, borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly return to borrower any funds held by Lender. If under paragraph 2b, the property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

The above and foregoing provisions contained in this paragraph 2 relating to payment by borrower to Lender of funds in escrow shall be excused so long as borrower is required on the date hereof, and continues after the date hereof, to make comparable payment of funds in escrow to the holder of a Note secured by a mortgage or similar security agreement on the property, which such mortgage or similar security agreement has priority over this mortgage. Borrower agrees to provide Lender with proof of payment of such funds in escrow.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and this Mortgage shall be applied, first to the Finance Charge stated in borrower's oldest past due periodic Billing Statement, if any, and then (during the Closed-End Repayment Term) to the fraction of the Initial Closed-End Principal Balance due for the same Periodic Billing Statement. Payments will then be applied similarly to Finance Charges and the fraction of the Initial Closed-End Principal Balance due on the next oldest past due statement, and then to successive past due statements, until all past due Finance Charges and the fraction of the Initial Closed-End Principal Balance due are fully paid. The balance of borrower's payments will next be applied to the amounts stated due on the current periodic Billing Statement in the following order: (1) insurance premiums billed and past due; (2) any Annual Fee which is due and payable; (3) any other charge, excluding insurance premiums, authorized by the Agreement; (4) Finance Charges billed but not yet past due; (5) insurance premiums billed but not yet past due as of the current statement; and (6) payment of any Outstanding Principal Balance. Any balance of payment will be applied to payment of all Finance Charges which accrue after the Periodic Billing Statement date and prior to the date payment was received by Lender. Any remaining amount will create a credit balance. Charges incurred pursuant to paragraph 7 hereof will be treated as Finance Charges for purposes of application of payments only.

4. Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue prior to this Mortgage, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, borrower shall pay them on time directly to the person owed payments. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If borrower makes these payments directly, borrower shall promptly furnish to Lender receipts evidencing the payments.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazard, included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, borrower shall promptly give to Lender all receipts of paid premiums and renewals. In the event of loss, borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by borrower. Unless Lender and borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to borrower. If borrower abandons the property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, the Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2b, the property is acquired by Lender, borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the property, allow the property to deteriorate or commit waste. If this Mortgage is on a leasehold, borrower shall comply with the provisions of the lease, and if borrower acquires fee title to the property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

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7. Protection of Lender's Rights in the Property; Mortgage Insurance. If borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect lender's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or enforcement of laws or regulations), lender's action may include paying any sums secured by a lien which has priority over this Mortgage, up-securing in court, paying reasonable attorneys' fees and entering on the property to make repairs. Although lender may take action under this paragraph 7, lender does not have to do so.

Any amount disbursed by lender under this paragraph 7 shall become additional debt of borrower secured by this Mortgage. Unless borrower and lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate provided in the Agreement and shall be payable, with interest, upon notice from lender to borrower requesting payment.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the property. Lender shall give borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or other proceeds, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to lender.

10. Borrower Not Released by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by lender to any successor in interest of borrower shall not operate to release the liability of the original borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original borrower or borrower's successors in interest. Any intervention by lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successor and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of lender and borrower, subject to the provisions of paragraph 13. Borrower's covenants and agreements shall be joint and several. Any borrower who co-signs this Mortgage but does not execute the Agreement (a) is co-signing this Mortgage only to mortgage, grant and convey that borrower's interest in the property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that lender and any other borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that borrower's consent.

12. Loan Charges. If the Agreement secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from borrower which exceed permitted limits will be refunded to borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

13. Limitation on Lender's Rights. If enforcement or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 20.

14. Notices. Any notice to borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail, unless applicable law requires use of another method. The notice shall be directed to the property address or any other address borrower designates by notice to lender. Any notice to lender shall be given by first class mail to lender's address stated herein or any other address lender designates by notice to borrower. Any notice provided for in this Mortgage shall be deemed to have been given to borrower or lender when given as provided in this paragraph.

15. Governing Law; Sovereignty. This Mortgage shall be governed by federal law and regulation and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Agreement and of this Mortgage. Prior Mortgages. Borrower covenants and agrees to comply with all of the terms and conditions and covenants of any mortgage, trust deed or similar instrument affecting the property which has or may have priority over this Mortgage, including specifically, but not limited to, timely making the payments and covenants as provided for thereunder. Failure of borrower to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust deeds or security agreements shall constitute a default under this Mortgage, and lender may invoke the remedies specified in paragraph 20 hereof.

17. Prior Mortgages. Borrower shall be given one conformed copy of the Agreement and of this Mortgage. Prior Mortgages. Borrower covenants and agrees to comply with all of the terms and conditions and covenants of any mortgage, trust deed or similar instrument affecting the property which has or may have priority over this Mortgage, including specifically, but not limited to, timely making the payments and covenants as provided for thereunder. Failure of borrower to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust deeds or security agreements shall constitute a default under this Mortgage, and lender may invoke the remedies specified in paragraph 20 hereof.

18. Condemnation. The proceeds of any award or other proceeds, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to lender.

19. Condemnation. The proceeds of any award or other proceeds, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to lender.

20. Remedies. In the event of a total taking of the property, the proceeds shall be applied to sums secured by this Mortgage, whether or not then due, with any excess paid to borrower. In the event of a partial taking of the property, unless borrower and lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to borrower.

If the property is abandoned by borrower, or if, after notice by lender to borrower that the condemnor offers to make an award or other claim for damages, borrower fails to respond to lender within thirty (30) days after the date the notice is given, lender is authorized to collect and apply the proceeds, either to restoration or repair of the property or to the sums secured by this Mortgage, whether or not then due.

Unless lender and borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the periodic payments referred to in paragraph 1 and 2 or change the amount of such payments.

10. Borrower Not Released by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by lender to any successor in interest of borrower shall not operate to release the liability of the original borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original borrower or borrower's successors in interest. Any intervention by lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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18. Default

(a) The occurrence of any of the following events shall constitute a default by Borrower under this Mortgage:

- (1) Failure to pay when due any sum of money under the Agreement, or pursuant to this Mortgage, or the Security Agreement; (2) failure to perform, keep or observe any term, provisions, conditions, covenants, warranties or representations contained in the Agreement, the Mortgage, or in the Security Agreement which is required to be performed, kept or observed by Borrower; (3) occurrence of a default or an event of default under any agreement, instrument, or document before, now or at any time hereafter delivered by or on Borrower's behalf to Lender; (4) occurrence of a default or an event of default under any agreement, instrument or document before, now or at any time hereafter delivered to Lender by any guarantor of Borrower's obligations under the Agreement, the Mortgage, or the Security Agreement; (5) if the property that is the subject of this Mortgage, or the beneficial interest in any land trust holding title to that property, is attached, seized, subject to a writ of distress warrant, or is levied upon or becomes subject to any lien or comes within possession of any receiver, trustee, custodian or assignee for benefit of creditors, or if such property or beneficial interest is encumbered or suffers such an encumbrance or claim of lien (except such encumbrances that are expressly subordinate to this Mortgage); (6) the filing of any petition under any Section or Chapter of the Bankruptcy Reform Act of 1978 or any similar law by Borrower or against Borrower and such petition is not dismissed within 30 days, or if Borrower shall be declared incompetent, or if a conservator shall be appointed for any or all of Borrower's assets, including the property; (7) Borrower defaults in, or an action is filed alleging a default in any other obligation of Borrower to creditors other than Lender; (8) Lender receives actual knowledge that Borrower made any material misrepresentation or omitted any material information in the Agreement, Mortgage, the Security Agreement, or in Borrower's application for the Agreement.
- (b) If Borrower is in default under the Agreement or this Mortgage, Lender may require Borrower to pay immediately the principal balance outstanding, any and all interest, Borrower may owe on that amount, together with all other fees, costs or premiums charged to Borrower's account. The principal balance outstanding under the Agreement after default shall continue to accrue interest until paid at the rate provided for in the Agreement as if no default had occurred.

19. Transfer of the Property. If all or any part of the property, or an interest therein is sold or transferred by Borrower or if the benefit and interest or any part thereof in any land trust holding title to the property is assigned, sold or transferred, or if the Borrower or the beneficial interest in the title holding land trust, without Lender's prior written consent, excluding (a) the creation of a purchase money security interest for household appliances, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (c) the term of any leasehold interest of three (3) years or less not containing an option to purchase, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

20. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under subparagraphs (5a), (5), (6) or (8) or paragraph 13 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 10 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or a bar to defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage will out further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

21. Lender in Possession. Upon acceleration under paragraph 20 or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Lender shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.

24. Trustee Exculpation. If this Mortgage is executed by an Illinois land 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 Lender herein and by every person or heretofore claiming any right or security hereunder that nothing contained herein or in the Agreement secured by this Mortgage shall be construed as creating any liability on the trustee personally to pay said Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied here contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Agreement secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Agreement, but this waiver shall in no way affect the personal liability of any individual co-maker or guarantor of said Agreement.

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Commission Expires: _____

Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee, Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth, and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth, this _____ day of _____, 19____.

STATE OF ILLINOIS)
COUNTY OF _____) SS

(Title)

ATTEST:

By: _____
not personally but solely as trustee as aforesaid
(Title)

IF BORROWER IS A TRUST:

Commission Expires: _____

Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and official seal, this _____ day of _____, 19____.

STATE OF ILLINOIS)
COUNTY OF _____) SS

Commission Expires: _____

Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and official seal, this _____ day of _____, 19____.

STATE OF ILLINOIS)
COUNTY OF _____) SS

Individual Borrower

Individual Borrower
GREGG S RILEY

IF BORROWER IS AN INDIVIDUAL:

Dated: June 8, 1988

Condominium Rider 2-4 Family Rider Other(s) [specify]

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes)

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THAT PART OF THE FOLLOWING DESCRIBED PARCEL OF LAND TAKEN AS A TRACT: THE NORTH 16 FEET OF THE SOUTH 50 FEET OF LOT 5 (EXCEPT THAT PART OF LOT 5 TAKEN FOR THE OPENING AND EXTENSION OF OGDEN AVENUE.) IN BLOCK 1 OF SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; THAT PART OF LOT 2 AND ALL OF LOTS 3 TO 8, INCLUSIVE (EXCEPT THAT PART OF LOT 8 TAKEN FOR THE OPENING AND EXTENSION OF OGDEN AVENUE.) IN THE PARTITION OF THE SOUTH 278 FEET (EXCEPT THE SOUTH 50 FEET) OF LOT 5 IN BLOCK 1 AND LOT 1 (EXCEPT THE SOUTH 50 FEET) IN WAITE'S SUBDIVISION OF LOT 6 AND THE EAST 23 FEET OF LOT 7 IN BLOCK 1, ALL IN SHEFFIELD'S ADDITION TO CHICAGO, AFORESAID; THE NORTH 16 FEET OF THE SOUTH 50 FEET OF LOT 1 AND LOTS 2, 3, AND 4 (EXCEPTING FROM THE SOUTH 34 FEET OF SAID LOTS 2, 3, AND 4) IN WAITE'S SUBDIVISION OF LOT 6 AND THE EAST 23 FEET OF LOT 7 IN BLOCK 1 OF SHEFFIELD'S ADDITION TO CHICAGO, AFORESAID; PART OF THE 9 FOOT ALLEY VACATED BY ORDINANCE PASSED DECEMBER 8, 1977 AND RECORDED FEBRUARY 10, 1978 AS DOCUMENT 24321606, BEING THE ALLEY AS LAID OUT IN WAITE'S SUBDIVISION, AFORESAID, ALL OF THE VACATED 16 FOOT ALLEY LYING EAST OF AND ADJOINING THE NORTH PART OF LOT 2 IN WAITE'S SUBDIVISION AFORESAID, SAID ALLEY VACATED BY ORDINANCE PASSED MARCH 10, 1971 AND RECORDED MAY 3, 1971 AS DOCUMENT NUMBER 21466113. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF W. EUGENIE STREET WITH THE WEST LINE OF N. LARRABEE STREET; THENCE SOUTH ALONG THE WEST LINE OF NORTH LARRABEE STREET, A DISTANCE OF 563.89 FEET TO THE NORTH LINE OF WEST NORTH AVENUE; THENCE WEST, ALONG THE NORTH LINE OF WEST NORTH AVENUE, 35.47 FEET, TO THE POINT OF BEGINNING OF THE LAND HEREON DESCRIBED; THENCE NORTH, AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 73.44 FEET; THENCE WEST, AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 23.00 FEET; THENCE SOUTH, AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 73.44 FEET TO THE NORTH LINE OF WEST NORTH AVENUE; THENCE EAST, ALONG THE NORTH LINE OF WEST NORTH AVENUE, 23.00 FEET, TO THE POINT OF BEGINNING; ALSO, THAT PART OF THE FOLLOWING DESCRIBED PARCEL OF LAND TAKEN AS A TRACT: THE NORTH 16 FEET OF THE SOUTH 50 FEET OF LOT 5 (EXCEPT THAT PART TAKEN AS A TRACT: THE NORTH 16 FEET OF THE SOUTH 50 FEET OF LOT 5 (EXCEPT THAT PART OF LOT 5 TAKEN FOR THE OPENING AND EXTENSION OF OGDEN AVENUE.) IN BLOCK 1 OF SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; PART OF LOT 2 AND ALL OF LOTS 3 TO 8, INCLUSIVE (EXCEPT THAT PART OF LOT 8 TAKEN FOR THE OPENING AND EXTENSION OF OGDEN AVENUE.) IN THE PARTITION OF THE SOUTH 278 FEET (EXCEPT THE SOUTH 50 FEET) OF LOT 5 IN BLOCK 1 AND LOT 1 (EXCEPT THE SOUTH 50 FEET)

IN WAITE'S SUBDIVISION OF LOT 6 AND THE EAST 23 FEET OF LOT 7 IN BLOCK 1, ALL IN SHEFFIELD'S ADDITION TO CHICAGO, AFORESAID; THE NORTH 16 FEET OF THE SOUTH 50 FEET OF LOT 1 AND LOTS 2, 3, AND 4 (EXCEPTING THE SOUTH 34 FEET OF SAID LOTS 2, 3, AND 4) IN WAITE'S SUBDIVISION OF LOT 6 AND THE EAST 23 FEET OF LOT 7 IN BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO, AFORESAID; PART OF THE 9 FOOT ALLEY VACATED BY ORDINANCE PASSED DECEMBER 8, 1977 AND RECORDED FEBRUARY 10, 1978 AS DOCUMENT 24321606, BEING THE ALLEY AS LAID OUT IN WAITE'S SUBDIVISION, AFORESAID; ALL OF THE VACATED 16 FOOT ALLEY LYING EAST OF AND ADJOINING THE NORTH PART OF LOT 2 IN WAITE'S SUBDIVISION AFORESAID, SAID ALLEY VACATED BY ORDINANCE PASSED MARCH 10, 1971 AND RECORDED MAY 3, 1971 AS DOCUMENT 21466113. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF W. EUGENIE STREET WITH THE WEST LINE OF N. LARRABEE STREET; THENCE SOUTH ALONG THE WEST LINE OF NORTH LARRABEE STREET, A DISTANCE OF 563.89 FEET TO THE NORTH LINE OF WEST NORTH AVENUE; THENCE WEST, ALONG THE NORTH LINE OF WEST NORTH AVENUE 93.41 FEET; THENCE NORTH, AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 59.01 FEET, TO THE POINT OF BEGINNING OF THE LAND HEREON DESCRIBED; THENCE WEST, AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 43.59 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF NORTH VINE STREET, 12.17 FEET, TO THE NORTH LINE OF SAID TRACT; THENCE EAST, ALONG THE NORTH LINE AND ITS EXTENSION OF SAID TRACT 43.64 FEET; THENCE SOUTH, AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 12.17 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1602 AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED JANUARY 1, 1985 AND RECORDED APRIL 17, 1985 AS DOCUMENT 27515405 AND FILED APRIL 17, 1985 AS DOCUMENT LR 3430579.

PERMANENT TAX NUMBERS: 14-33-316-037, 14-33-316-065, 14-33-316-066, 14-33-316-068, 14-33-316-069, 14-33-316-070, 14-33-316-071, 14-33-316-034, 14-33-316-035 AND 14-33-316-036

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS AS THOUGH THE PROVISIONS WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 8TH DAY OF JUNE 1988, A.D..

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