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11/15/2011

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TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee.

TO HAVE AND TO HOLD the Premises, and all other above-described property and rights, unto Mortgagee, its successors and assigns, forever; Mortgagor hereby RELEASING AND WAIVING all rights under and all virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay when due the Indebtedness Hereby Secured and duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by Mortgagor, then this Mortgage shall cease and become void and of no effect, otherwise to remain in full force and effect.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness. Mortgagor shall pay when due: (a) the principal of and interest and premium, if any, on the indebtedness evidenced by the Note, and (b) all other Indebtedness Hereby Secured; and Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on the Mortgagor's part to be performed and observed as provided herein and in the Note; and this Mortgage shall secure such payment, performance and observance.
2. Maintenance, Repair, Restoration, Liens, etc. Mortgagor shall: (a) keep the premises in good condition and repair, without waste, and free from mechanic's, materialmen's or like liens or claims or other liens or claims for lien; (b) comply with all requirements of law, municipal ordinance or restrictions and covenants of record with respect to the Premises and the use thereof; (c) suffer or permit no unlawful use of, or nuisance to exist upon, the Premises; and (d) cause the Premises to be managed in a competent and professional manner.
3. Other Liens. Except as otherwise expressly provided herein, Mortgagor shall not create or suffer to exist any mortgage, lien, charge or encumbrance to attach to the Premises, whether inferior or superior to the lien of this Mortgage, excepting only the lien of real estate taxes and assessments not due or delinquent.
4. Taxes. Mortgagor shall pay before any penalty attaches all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all such, the "Taxes"), whether or not assessed against Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness Hereby Secured, or any obligation or agreement secured hereby; and Mortgagor shall, upon written request, furnish to Mortgagee duplicate receipts therefore.
5. Insurance. Mortgagor at its own expense will keep insured all of the buildings and improvements now or hereafter included within the Premises, and each and every part and parcel thereof against such risks as Mortgagee may require.

All policies of insurance shall be with companies, and in form and amounts satisfactory to Mortgagee. All policies of casualty insurance shall have attached thereto Mortgagee clauses or endorsements in favor of and with loss payable to and in form satisfactory to Mortgagee and shall provide that such insurance may not be cancelled or altered as to Mortgagee without at least 10 days prior written notice to Mortgagee.

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6. Proceeds of Insurance. Mortgagor shall give Mortgagee prompt notice of any damage to or destruction of the Premises, and Mortgagee may apply the proceeds of insurance consequent upon and insured casualty upon the Indebtedness Hereby Secured, in such order or manner as Mortgagee may elect.
7. Condemnation. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the cover of eminent domain or by condemnation including any payment made in lieu of or in settlement of a claim or threat of condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness Hereby Secured then most remotely to be paid, whether due or not. No interest shall be allowed to Mortgagor on account of any award held by Mortgagee.
8. Stamp Tax. If, by the laws of the United States of America, or of any state or subdivision thereof, any tax is used or becomes due on respect of the issuance of the Note or this Mortgage, or any related document, Mortgagor shall pay such tax in the manner required by law.
9. Extensions of Time and Amendments on Junior Liens and Others. If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security therefore be released, all persons now or at any time hereafter liable therefore, or interested in the Premises, shall be held to assent to such extension, variation or release, and their ability, and the lien, and all provisions hereof, shall continue in full force and effect, without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.
10. Performance of Mortgagor's Obligations. In case of default herein, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefore) in any form and manner deemed expedient to Mortgagee; and Mortgagee may, but shall not be required, to, make full or partial payments of principal or interest on prior encumbrances, if any and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax assessment, operate and manage the Premises and such improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, shall be so much additional Indebtedness Hereby Secured, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice, and with interest thereon at the Default Rate, as defined in the Note.
11. Inspection. Mortgagee shall have the right to inspect the premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.
12. Financial Statements. If required by Mortgagee, Mortgagor will furnish to Mortgagee financial and operating statements of the Premises for such periods, in such form and at such times as required by Mortgagee, all at Mortgagor's expense.
13. Uniform Commercial Code. This Mortgage constitutes a Security Agreement under the Illinois Uniform Commercial Code (the "Code") with respect to any part of the Premises which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (all for the purposes of this Paragraph 13 call "Collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property compromising the Premises in addition thereto;

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- (a) Mortgagor represents that it (being the debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges of encumbrances other than this Mortgage or in favor of Mortgagee.
- (b) The Collateral will be kept at the real estate comprised within the Premises, and will not be removed therefrom without the prior written consent of Mortgagee (being the Secured Party as that term is used in the Code) and the Collateral may be affixed to such real estate but will not be affixed to any other real estate.
- (c) Mortgagor will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgagee may at any time or from time to time request to establish and maintain a first-priority perfected security interest in the Collateral as security for the Indebtedness Hereby Secured; subject to no prior liens or encumbrances and Mortgagor will pay the cost of filing the same or recording such financing statements or other documents and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be desirable.
- (d) Upon an Event of Default hereunder and at any time thereafter, Mortgagor at its option may declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in Paragraph 16 hereof, and thereupon Mortgagee shall have the remedies of a secured party under the Code. Any foreclosure sale may be held as part of and in conjunction with any foreclosure sale of the real estate comprised within the Premises, the Collateral and real estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such deposition, after deduction for the expenses of retaking, holding, preparing for sale, selling the like and the attorney's fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness Hereby Secured. Mortgagee will account to Mortgagor for any surplus realized on such deposition.
- (e) The remedies of the Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.
- (f) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described at the beginning of the Mortgage, which goods are or are to become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth in Paragraph 27 hereof. This Mortgage is to be filed for record with the Registrar of Deeds of the County of Counties where the Premises are located. Mortgagor is the record owner of the Premises.

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14. Events of Default. If one or more of the following events (herein called "Events of Default") shall occur:

- (a) Default be made and shall continue for five (5) days in the due and punctual payment of the Note or any installment thereof, either principal or interest, as and when the same is due and payable, or if default be made and shall continue for five (5) days in the making any payment of monies required to be made hereunder or under the Note; or
- (b) If, without the prior written consent of Mortgagee, Mortgagor or any beneficiary of the Mortgagor shall create, effect or consent to or shall suffer or permit (or shall contract for or agree to) any conveyance, sale, assignment, transfer, or alienation of the Premises or any part thereof or interest therein, (including without limitation of any beneficial interest), in each case whether any such conveyance, sale, transfer, lien or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; or
- (c) If (and for the purpose of this subsection (d) of this Paragraph 14 only, the term Mortgagor shall mean and include not only Mortgagor but any beneficiary of a trustee mortgagor),
 - (i) Mortgagor shall file a petition in voluntary bankruptcy code under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect; or
 - (ii) Mortgagor shall file an answer admitting insolvency or inability to pay its debts, or
 - (iii) Within thirty (30) days after filing against Mortgagor of any involuntary proceeding under the federal bankruptcy code or similar law for the relief of debtors, such proceedings shall not have been vacated or stayed, or
 - (iv) Mortgagor shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagor for all or a material part of Mortgagor's property or the Premises, in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days, or
 - (v) Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all a material part of its property, or the Premises; or
- (d) If default shall continue for ten (10) days after notice thereof by Mortgagee to Mortgagor in the due and punctual performance or observance of any other agreement or conditions herein or in the Note:

then Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without further

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notice, all Indebtedness Hereby Secured to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage or to exercise any right, power or remedy provided by this Mortgage, the Note, or by law or in equity conferred.

15. Possession by Mortgagee. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues and profits of the Premises. The net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of the Indebtedness Hereby Secured as Mortgagee may elect; the rents, issues and profits of and from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

16. Foreclosure. When the Indebtedness Hereby Secured, or any part, thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimate as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurance with respect to title, as Mortgagee may deem necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of attorneys employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate in the Note per annum until paid.

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

18. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 16 hereof; Second, all other items with, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and Fifth, any remaining amounts to Mortgagor and its successors or assigns, as their rights may appear.

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19. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that Mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditors. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such larger steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagor for prepaid premiums thereon.
20. Waiver. Mortgagor hereby covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of any stay, exemption, extension, or moratorium law now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or other of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and any person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the Provisions of Illinois Revised Statutes, Chapter 77, Sections 18(a) and 18(b), and any statute enacted in replacement or substitution thereof.
21. Further Assurances. Mortgagor will do, acknowledge and deliver all and every further acts, deeds, conveyances, transfer and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired.
22. Successors. In the event that the ownership of the Premises becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer or change in ownership of the Premises, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 15 hereof.
23. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or limited, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy, or be construed to be a waiver of any type.

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24. Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns.

25. Time of the Essence. Time is of the essence for the Note, this Mortgage, the Assignments and any other document evidencing or securing the Indebtedness Hereby Secured.

26. Construction Loan Agreement. This Mortgage and the Note secured hereby have been executed and delivered to secure monies advanced or to be advanced to or on behalf of the Mortgagor to be used in the construction of certain improvements on the mortgaged premises in accordance with a certain Construction Loan Agreement of even date herewith between the Mortgagor and the Mortgagee. Notice is hereby given of the provisions of the Construction Loan Agreement, which provisions will remain in effect until such time as such Agreement is terminated by either (a) the completion of such improvements, or (b) the payment of all principal, interest and other sums due and owing on such Note and this Mortgage in accordance with their terms.

27. Notice. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party may by notice in writing designate for itself.

- (a) If to Mortgagee, WESTBANK/NAPERVILLE
P.O. BOX 355
NAPERVILLE, ILLINOIS 60566
- (b) If to Mortgagor: AMERICAN BANK AND TRUST COMPANY, AS TRUSTEE
UNDER TRUST AGREEMENT DATED JANUARY 16, 1989 AND KNOWN AS NO. 107453-05

Any such other notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY
AS TRUSTEE UNDER TRUST AGREEMENT DATED
JANUARY 16, 1989 AND KNOWN AS TRUST
NUMBER 107453-05

The terms and conditions contained in this instrument to the contrary notwithstanding the instrument is subject to the provisions of the Trustee's Explanatory Rider attached hereto and made a part hereof.

By: _____
AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE
UNDER TRUST AGREEMENT DATED JANUARY 16, 1989 AND KNOWN AS
TRUST NUMBER 107453-05

Attest: _____

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This instrument is subject to the conditions of the Trust Agreement and Explanatory Rider attached hereto and made a part hereof.

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Property of Cook County

By _____
Notary Public for
Cook County, Illinois

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the 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 expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

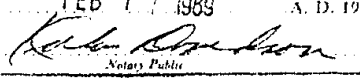
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally

By: 
ATTEST: 
Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK

KULA DAVIDSON

I, _____ a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____ Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and _____ MICHAEL WHELAN Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and that _____ Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, this _____ day of FEB 17 1989 A. D. 19

Notary Public

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LEGAL DESCRIPTION

Unit 2001 in the 2400 Lakeview Condominium as delineated on survey of certain lots or parts thereof and part of a private alley in Baird's Lincoln Park Addition to Chicago, a subdivision in the South East corner of the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian (hereinafter referred to as parcel) which survey is attached as Exhibit A to Declaration of Condominium made by American National Bank and Trust Company of Chicago National Banking Association as Trustee under Trust Agreement dated October 1, 1973 known as Trust number 32452 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document 22583611 together with its undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey) all in Cook County, Illinois

Parcel 1A:

Easement for the benefit of parcel 1 as created by grant recorded August 15, 1891 as Document 1520807 for passageway over the East 12 feet of Lot 8 (except the East 6 feet of Lot 8 lying West of and adjoining said Lots 1 and 3 in the subdivision of Lots 1 and 2 in Andrew E. Leicht's subdivision of Lots 9 and 10 in Baird's Lincoln Park Addition) in Baird's Lincoln Park Addition to Chicago, being a subdivision in the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 1B:

Easement for the benefit of parcel 1 as created by grant recorded August 15, 1891 as Document 1520807 for passageway over the East 12 feet of Lot 8 (except the East 6 feet of Lot 8 lying West of and adjoining Lot 2 interest subdivision of Lots 1 and 2 in Andrew E. Leicht's subdivision of Lots 9 and 10 in Baird's Lincoln Park Addition) to Chicago, a subdivision of the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

2400 N. Lakeview Avenue
Unit 2001

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MORTGAGE RIDER

Mortgagor agrees not to cause or permit any toxic or hazardous substance or waste or underground storage tanks or any other pollutants which could be detrimental to the premises, human health, or the environment or that would violate any local, state, or federal laws or regulations (collectively "Environmental Conditions") to be present on or effect the premises. If Mortgagee determines that Environmental Conditions either do or may exist at the premises, or if Mortgagor causes or permits Environmental Conditions to be present on or effect the premises, Mortgagor agrees to indemnify, defend and save Harris Bank Naperville, its successors and assigns harmless from and against the following: (a) any liability, loss, cost, damage or expense including without limitation attorneys fees and expenses, arising from the imposition or recording of the lien, the incurrence of any clean up and removal costs under any hazardous waste, environmental protection, spill compensation, clean air and water, or other local, state, or federal law (collectively "Environmental Laws") with respect to the premises, or to any other real or personal property owned by Mortgagor in the State of Illinois or liability to any third party in connection with any violation of the Environmental Laws or other action by Mortgagor or its agents, and (b) any loss of value in the premises as a result of any such lien, such clean up and removal costs, or such other liability incurred pursuant to (a) above, and (c) any liability, loss, cost, damage or expense arising from any failure or defect in title occasioned by any of the applicable Environmental Laws.

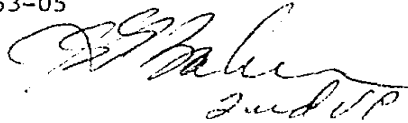
* TO THE EXTENT OF THE TRUST CORPUS

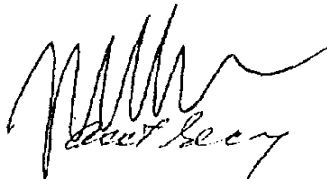
Borrower hereby makes a knowing waiver of any rights it may have to a jury trial for any suits or causes of action it may file in any court, whether state, municipal, or federal, against the lender for any lender liability claim.

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS MORTGAGE RIDER.

AMERICAN NATIONAL BANK AND TRUST COMPANY,
AS TRUSTEE UNDER TRUST AGREEMENT DATED
JANUARY 16, 1989 AND KNOWN AS TRUST
NUMBER 107453-05


JOHN TAGLIANI


Trustee


Borrower

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 17TH day of FEBRUARY, 19 89, 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 WESTBANK/NAPERVILLE (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2400 N LAKEVIEW #2001, CHICAGO, ILLINOIS 60614 [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 2400 Lakeview Condominium

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. 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 on the Condominium Project 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.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application 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, whether of the unit or of the common elements, 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 Condominium Project, 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 condominium 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 Condominium Rider.

"AMERICAN NATIONAL BANK AND TRUST COMPANY" (Seal)
AS TRUSTEE UNDER TRUST AGREEMENT DATED
JANUARY 16, 1989 AND KNOWN AS TRUST
NUMBER 107453-05

(Seal)
Borrower

This instrument is created by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and obligations herein contained are assumed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as corporation by it solely as trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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