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MORTGAGE

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This instrument is being re-recorded to evidence correction of the following clerical errors: 1) The date of this instrument is December 29, 1989, not December 28, 1989; and 2) the date of Trust Agreement No. 399, as set forth in the fourth line of the first page of this instrument is May 27, 1988, not June 28, 1968.

THIS MORTGAGE ("Security Instrument") is given on December 28, 1989. The mortgagor is First National Bank of Northbrook, not individually, but solely as Trustee under Trust Agreement No. 399 dated June-28-1968 ("Borrower"). This Security Instrument is given to Exchange National Bank of Chicago, a national banking association organized and existing under the laws of the United States, and whose address is 120 South LaSalle Street, Chicago, Illinois 60603 ("Lender"). Borrower owes Lender the principal amount of Two Million Two Hundred Thousand Dollars (U.S. \$2,200,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for quarterly payments of interest and, if not paid earlier, a balloon payment of the full principal amount December 31, 1990. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 hereof to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

See Exhibit "A"

P.I.N. 17-03-111-002

which has the address of 1258 N. Lake Shore Drive, Chicago, Illinois, 60610 ("Property Address").

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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 Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day quarterly payments of interest are due under the Note,

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TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER MADE IN THE PROPERTY, AND ALL EASEMENTS, RIGHTS, APPURTENANCES, RIGHTS OF WAY, MINERAL, OIL AND GAS RIGHTS AND OTHER RIGHTS AND INTERESTS AND THE FIXTURES NOW OR HEREAFTER PART OF THE PROPERTY, ALL THE FOREGOING SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS RESERVED TO THE BORROWER'S SUCCESSORS THAT BORROWER IS LAWFULLY SEIZED OF THE

PROPERTY AND HAS THE RIGHT TO ENJOY, USE, AND CONVEY THE PROPERTY AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD, HEREAFTER MENTIONED AND WILL BELOING SPECIFICALLY TO THE PROPERTY AND ALL CLAIMS AND DEMANDS, WHETHER IN ANY ENCUMBRANCE OF RECORD.

THIS SECURITY INSTRUMENT, TOGETHER WITH ALL COVENANTS FOR TITLE AND NON-ENCLIN COVENANTS WITH LIMITED EXCEPTIONS BY JURISDICTION TO COVER THIS A LIMITED SECURITY INSTRUMENT COVERING REAL PROPERTY, BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. PAYMENT OF PRINCIPAL AND INTEREST, PAYMENT AND LATE CHARGE, BORROWER SHALL PROMPTLY PAY WHEN DUE THE PRINCIPAL OF AND INTEREST ON THE LOAN AS EVIDENCED BY THE NOTE AND ANY PROMISSORY AND LATE CHARGE AND UNDER THE NOTE.

2. BORROWER SHALL PAY TO LENDER BORROWER SHALL PAY TO LENDER ON THE DUE DATE OF EACH PAYMENT OF INTEREST AND UNDER THE NOTE.

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until the Note is paid in full, a sum ("Funds") equal to one-fourth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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. Lender may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of

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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 required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 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 Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, 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

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to the person owed payment. 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and 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 Mortgagor subject to Lender's approval which shall not be unreasonably withheld.

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of the person owed payment; borrower shall promptly furnish to lender all notices of amounts to be paid under this agreement. Borrower shall promptly pay to lender all amounts due under this agreement. Borrower shall promptly furnish to lender all documents and instruments evidencing the payment of the loan. Lender shall promptly discharge any lien which has priority over this security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by this loan in a lump sum or (b) consents in good faith to the lien of a secured party against enforcement of the lien for legal proceedings which in the lender's opinion operate to protect the lender's interest in the property or the proceeds of the sale of the property or (c) agrees to an agreement which provides for the holder of the lien to be satisfied by the lender's assignment of the lien to this security instrument. If lender determines that any part of the property is subject to a lien which has priority over this security instrument, lender may give borrower a notice identifying the lien. Borrower shall satisfy the lien or cause one or more of the actions set forth above within 10 days of the giving of notice. If lender insures, Borrower shall keep the insurance in full force and effect and shall pay the premium. This insurance shall be maintained to the extent and for the term that lender requires. The insurance shall remain in full force and effect until the loan is closed by Borrower and subject to lender's approval which shall not be unreasonably withheld.

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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, Mortgagor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, 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 Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then 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 Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If, under paragraph 18, the

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Property is acquired by Lender, Mortgagor'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 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. The Borrower shall not initiate, permit, or allow a voluntary lapse or any extinguishment of any Facade Easement or Conservation Right Agreement granted by Borrower to the Landmark Preservation Council of Illinois or any similar organization at the date hereof or at any date subsequent hereto. If this Security Instrument 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.

7. Protection of Lender's Rights in the Property; Security Instrument Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, 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 to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying

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Property is subject to a lien in favor of the lender, and the lender shall have the right to foreclose on the property in the event of default by the borrower. The lender shall have the right to take possession of the property in the event of default by the borrower.

4. Maintenance and Repair Obligations

The borrower shall be responsible for the maintenance and repair of the property. The lender shall not be responsible for the maintenance and repair of the property. The borrower shall be responsible for the maintenance and repair of the property. The lender shall not be responsible for the maintenance and repair of the property.

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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 amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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 claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property (including but not limited to any Facade Easement or similar preservation right), or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

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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 Security Instrument 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 settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date of notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured by this Security Instrument, 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 payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or

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refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; 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 Security Instrument or the Note without the Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument 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

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... of payment or otherwise modify jurisdiction
... by this Security Instrument by reason of any
... of the original borrower or borrower's successor in
... in order to exercise any right or
... of or provide the exercise of any
... of remedy.

11. Successors and Assigns: Joint and Several
Liability to Lender. The covenants and agreements in this
Security Instrument shall bind and benefit the Borrower and
successors and assigns, jointly and severally, and the Borrower
guarantees the performance of the obligations of the Borrower
and assigns. The Borrower and assigns shall be jointly
and severally liable to the Lender for the performance of the
obligations of the Borrower and assigns under this Security
Instrument and to reimburse, defend and satisfy the Lender's
obligations under this Security Instrument in the event of default
thereunder. The Lender shall be entitled to pay the same
amount by the Borrower and assigns (a) solely for default
under this Security Instrument or (b) solely for default under
any other instrument secured to the Lender, jointly or
separately, with regard to the loans of this Security
Instrument, in the event of the Borrower's default.
The Lender shall be the lien secured by this Security
Instrument and the Lender shall have priority over any other
lien or claim, including a lien in favor of the Federal or other
government, in the event of default or non-payment with the
loan secured hereunder (a) any such loan charges
shall be reduced to the amount necessary to reduce the charge to

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the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note 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 Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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the parties (b) and (c) may have already collected the
 amount which exceeds prescribed limits will be returned to
 the party who made the deposit. The amount of the deposit
 shall be determined by the court by making a direct payment to
 the party who made the deposit. The reduction will be
 made in a lump sum payment without any payment charge
 under the order.

11. The reduction shall be made in a lump sum payment of
 the amount of the deposit less the cost of interest on
 the deposit. The amount of the deposit shall be determined
 by the court by making a direct payment to the party who
 made the deposit. The reduction will be made in a lump
 sum payment without any payment charge under the order.

12. The reduction shall be made in a lump sum payment of
 the amount of the deposit less the cost of interest on
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 by the court by making a direct payment to the party who
 made the deposit. The reduction will be made in a lump
 sum payment without any payment charge under the order.

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 made the deposit. The reduction will be made in a lump
 sum payment without any payment charge under the order.

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

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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12. The provisions of this Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the property is located. In the event that any provision of this Security Instrument conflicts with the provisions of any other law, this Security Instrument shall not affect other provisions of law.

13. The provisions of this Security Instrument shall be subject to the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Transfers to Minors Act (UTMA). The provisions of this Security Instrument shall be subject to the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Transfers to Minors Act (UTMA).

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16. The provisions of this Security Instrument shall be subject to the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Transfers to Minors Act (UTMA). The provisions of this Security Instrument shall be subject to the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Transfers to Minors Act (UTMA).

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18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any

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11. Borrower shall have the right to have

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covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 13 and 17 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 thirty (30) 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 Security Instrument, 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 any other 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 Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property at any time prior to the expiration of any period of redemption following judicial sale,

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... (b) ... (c) ... (d) ... (e) ... (f) ... (g) ... (h) ... (i) ... (j) ... (k) ... (l) ... (m) ... (n) ... (o) ... (p) ... (q) ... (r) ... (s) ... (t) ... (u) ... (v) ... (w) ... (x) ... (y) ... (z) ...

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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 Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

23. **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 box(es)].

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider
<input type="checkbox"/> 2-4 Family Rider	<input type="checkbox"/> Graduated Payment Rider
<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Other(s) [specify]

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... shall be subject to the provisions of the Security Instrument and the provisions of the Trust Agreement, including the provisions relating to the right of the lender to appoint a receiver and to the right of the lender to foreclose on the property.

... shall be subject to the provisions of the Security Instrument and the provisions of the Trust Agreement, including the provisions relating to the right of the lender to appoint a receiver and to the right of the lender to foreclose on the property.

... shall be subject to the provisions of the Security Instrument and the provisions of the Trust Agreement, including the provisions relating to the right of the lender to appoint a receiver and to the right of the lender to foreclose on the property.

... shall be subject to the provisions of the Security Instrument and the provisions of the Trust Agreement, including the provisions relating to the right of the lender to appoint a receiver and to the right of the lender to foreclose on the property.

... shall be subject to the provisions of the Security Instrument and the provisions of the Trust Agreement, including the provisions relating to the right of the lender to appoint a receiver and to the right of the lender to foreclose on the property.

... shall be subject to the provisions of the Security Instrument and the provisions of the Trust Agreement, including the provisions relating to the right of the lender to appoint a receiver and to the right of the lender to foreclose on the property.

... shall be subject to the provisions of the Security Instrument and the provisions of the Trust Agreement, including the provisions relating to the right of the lender to appoint a receiver and to the right of the lender to foreclose on the property.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and any rider(s) executed by Borrower and recorded with it.

FIRST NATIONAL BANK OF
NORTHBROOK,

not individually, but solely
as Trustee under Trust
Agreement No. 399 dated ~~JUNE~~
~~XXXXXX~~ May 27, 1988.

By: Virginia L. Smith
Title: Vice - Pres.

ATTEST:

By: Walter A. Pumphrey
Title: T.O.

This mortgage is executed by First National Bank of Northbrook, 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 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 First National Bank of Northbrook or on any of the beneficiaries under said trust agreement 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 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-signer, endorser or guarantor of said note.

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SUBJECT TO THE
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SUBJECT TO THE EXECUTOR
90001682 MADE & RECORDED

EXCUTIONER'S PROVISIONS ATTACHED
BE A PART HEREOF.

PROVISIONS ATTACHED
HEREOF.

UNOFFICIAL COPY

THESE RECORDS ARE THE PROPERTY OF THE CLERK OF THE COURT AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE CLERK OF THE COURT.

TO WHOM IT MAY COME
I HEREBY CERTIFY THAT
THESE RECORDS ARE
THE PROPERTY OF THE
CLERK OF THE COURT
AND ARE NOT TO BE
REPRODUCED OR COPIED
IN ANY MANNER WITHOUT
THE WRITTEN PERMISSION
OF THE CLERK OF THE COURT.

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BY SIGNING BELOW, Borrower accepts and agrees to the corrections of the clerical errors as set forth on the first page of this Security Instrument.

Dated: February ~~JANUARY~~ 1, 1990.

FIRST NATIONAL BANK OF
NORTHBROOK,
not individually, but solely
as Trustee under Trust
Agreement No. 399 dated May
27, 1988

By: Virginia L. Swift
Title: Vice President

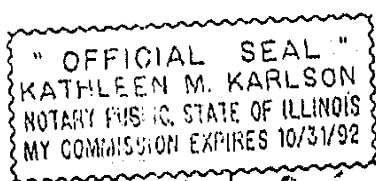
ATTEST:

By: Carol A. Pumphrey
Title: Trust Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kathleen M. Karlson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Virginia L. Swift, Vice President of FIRST NATIONAL BANK OF NORTHBROOK, and Carol A. Pumphrey, Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Trust Officer did also then and there acknowledge that she as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of February A.D. 19 90.



Kathleen M. Karlson
Notary Public

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BY ORDER OF THE BOARD, RETURNED TO THE OFFICE OF THE CLERK OF COOK COUNTY.

RECEIVED BY THE CLERK OF COOK COUNTY ON THE 15th DAY OF FEBRUARY 1988.

FILED IN BOOK NO. 110000, PAGE NO. 110000.

WITNESSED AND SEALED THIS 15th DAY OF FEBRUARY 1988.

CLERK OF COOK COUNTY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that before me this day personally appeared _____, and _____, known to me to be the Trust Officer and _____ Secretary of First National Bank of Northbrook, a corporation, and each acknowledged to me that he/she/ executed and delivered the above and foregoing Agreement as his/her/ free and voluntary act, for the uses and purposes set forth in said Agreement.

IN WITNESS WHEREOF, me have hereunto set my hand and official seal this _____ day of _____, 19__.

Notary Public

My Commission Expires:

Notary of Cook County Clerk's Office

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COUNTY OF Cook) SS:

I, Kathleen M. Karlson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Virginia V. Swift Vice President of FIRST NATIONAL BANK OF NORTHBRUCK, and Carol A. Pumphrey Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Bank, as Trustee as aforesaid, did also then and there acknowledge that she as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of December A.D. 19 89

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Kathleen M. Karlson

NOTARY PUBLIC

" OFFICIAL SEAL "
KATHLEEN M. KARLSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/31/92

Office

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EXHIBIT A

Lot 2 in Durkee's Subdivision of that part West of Lake Shore Drive of Lot 1 in Block 7 of H. O. Stone's Subdivision of Astor's Addition to Chicago, according to plat of Durkee's Subdivision recorded as Document 2208811 in Chicago, Illinois Section 3, Township 39, Range 14.

PIN: 17-03-111-002

This Document Prepared By and
To Be Returned To:
Susan E. Threwer
Schwartz, Cooper, Kolb & Gaynor
Two First National Plaza
Suite 1100
Chicago, IL 60603

Property of Cook County Clerk's Office

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EXHIBIT A

and it is hereby certified that the above is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and is subject to the provisions of the Public Access to Information Act, Illinois Compiled Statutes (CS) 170/0.05, and the Freedom of Information Act, 5 U.S.C. 552.

FILED 17-04-11-003

Property of Cook County Clerk's Office

This document prepared by and
to be retained by:
Robert E. Sawyer
Robert E. Sawyer & Son
Two West Belmont Street
Suite 100
Chicago, IL 60603

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ADJUSTABLE RATE RIDER TO MORTGAGE

THIS ADJUSTABLE RATE RIDER is made this 29th day of December, 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Mortgage") of the same date given by the undersigned (the "Mortgagor") to secure a note (the "Note") to THE EXCHANGE NATIONAL BANK OF CHICAGO (the "Lender"), of the same date and relating to the following premises described in the Mortgage:

The premises at
1258 N. Lake Shore Drive, Chicago, Illinois

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE, THE AMOUNT THE INTEREST RATE CAN CHANGE AT ANY ONE TIME, AND THE MAXIMUM RATE OF INTEREST CHARGED ON THE NOTE.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES.

The Note provides for an initial interest rate of $R+1/2\%$, and for changes in the interest rate and the regular payments as follows:

(A) Rate and Payment Charges

The interest rate Mortgagor will pay may change on the same day as a change in the Reference Rate, as defined herein. If the increase in interest rate requires a change in any regular payment, the payment change will take effect on the first

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payment due date after Lender provides notice of the change to the Mortgagor.

(B) The Reference Rate

The Reference Rate is the Prime Rate announced from time to time by The Wall Street Journal. The Reference Rate is not intended to be the lowest or most favorable rate of interest at any one time. Said rate shall fluctuate and be effective when and as said Reference Rate fluctuates. The Lender is not obligated to give prior notice of such fluctuations. Interest shall be computed on the basis of a 360-day year and thirty (30) days per month, unless otherwise specified herein.

(C) Calculation of Changes

The Lender will calculate the new interest rate by adding the amount of the percentage increase to the previous Reference Rate. Subject to the limits stated in Section 4(d) below, this amount will be the interest rate until the next change.

If the payment is not sufficient to pay interest and principal, the Lender reserves the right to demand an increase in the regular payment or in the final payment (whichever it shall choose).

(D) Limits on Interest Rate

The interest rate will never be greater than 18% per annum.

(E) Effective Date of Changes

The new interest rate will become effective on the date the Reference Rate changes. The amount of the quarterly payment will be paid beginning with the first regular payment due after the receipt of advance notice of the change of payment is

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required by law.

(F) Notice of Changes

The Lender will deliver or mail to Mortgagor notices of changes in accordance with applicable law and regulation. The notice will include information required by law to be given to Mortgagor.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

FIRST NATIONAL BANK OF
NORTHBROOK, not individually,
but solely as Trustee under
Trust Agreement No. 399 dated
~~XXXXXX~~ May 27, 1988.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

By: Virginia L. Sault
Title: Vice President

ATTEST:

By: Wesley A. Humphrey
Title: Co.

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E EXCULPATORY PROVISIONS ATTACHED
AGE & PARX MERIDIS.

Prop... Clerk's Office

It is expressly understood and agreed... that each and all of the representative... herein, in doing so, do hereby, in full understanding of the nature and effect... of the same, acknowledge and agree to be bound by the terms and conditions... of the same, and to hold the same in full force and effect, and to enforce the same... as if they were a part of the original agreement...

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EXCULPATORY PROVISIONS ATTACHED
PARX MERIDIS.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that before me this day personally appeared _____, and _____, known to me to be the Trust Officer and _____ Secretary of First National Bank of Northbrook, a corporation, and each acknowledged to me that he/she/ executed and delivered the above and foregoing Agreement as his/her/ free and voluntary act, for the uses and purposes set forth in said Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 19__.

Notary Public

My Commission Expires: _____

. DEPT-01 \$37.00
. T#1111 TRAN 7650 02/05/90 16:07:00
. #7367 † *-90-059849
. COOK COUNTY RECORDER

This Document Prepared By and
Copy To Be Returned To:
Susan E. Thrower
Schwartz, Cooper, Kolb & Gaynor
Two First National Plaza
Chicago, IL 60603

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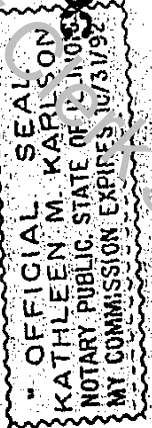
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Illinois)
COUNTY OF Cook) SS:

I, Kathleen M. Karlson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Virginia L. Seiff for said County, in the Vice President of FIRST NATIONAL BANK OF NORTHBROOK, and Carol A. Fumphyre ~~names~~ names are subscribed to the foregoing instrument, as such Vice President and ~~Trust Officer~~ Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said ~~Trust~~ Trust Officer did also then and there acknowledge that she as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of December 19 89 A.D. 19



300059819 Kathleen M. Karlson
30001682
NOTARY PUBLIC

Office