

AMERICAN CHARTERED BANK  
650 E. Algonquin Road  
Schaumburg, IL 60173



92405601

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Instrument was prepared by:

Mark S. Daniels  
American Chartered Bank  
650 E. Algonquin Rd.  
Schaumburg, IL 60173

RE TITLE SERVICES # RT6-57

MORTGAGE,  
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE (herein "Instrument") is made this 24th day of April 1992, between the Mortgagor/Grantor, Daniel P. Miller and Virginia G. Miller (married to each other) whose address is 2800 North Lake Shore Drive, Unit 3113, Chicago, Illinois (herein "Borrower"), and the Mortgagee, AMERICAN CHARTERED BANK, an Illinois state bank, and existing under the laws of the United States, 650 E. Algonquin Rd., Schaumburg, Illinois 60173 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \*Fifty thousand and no/100\* Dollars, which indebtedness is evidenced by Borrower's note dated April 24, 1992 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 5, 1997;

Check if appropriate:

The Note calls for adjustment in the rate of interest every months. The adjustments shall be a factor of the Payment shall correspondingly be adjusted at the time of interest rate changes to allow for a full amortization of the loan in equal monthly installments over the then remaining term of the loan. All the rights and remedies given the note holder in the Note are incorporated herein by reference;

To SECURE TO LENDER (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Lender to Borrower pursuant to paragraph 30 hereof (herein "Future Advances"); (c) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated April 24, 1992, if any, as provided in paragraph 15 hereof; (d) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument; and (e) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey and assign to Lender the following described property located in the County of Cook, State of Illinois:

92405601

APR 24 1992 149.50  
11700 (800) 621 64/95/92 10:24:00  
1292 2 6 \* 22 - 4 11 26 01 1  
077 COUNTY RECORDER

Handwritten signature/initials: 45/50

UNOFFICIAL COPY

92405601

Property of Cook County Clerk's Office

4 2009 03 17 10

# UNOFFICIAL COPY

UNIT NUMBER 3113, IN 2800 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

THE SOUTH 60 FEET (EXCEPT THE WEST 400 FEET THEREOF) OF LOT 6 AND LOT 7 (EXCEPT THE WEST 400 FEET THEREOF), IN THE ASSESSORS' DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PREMISES BEING OTHERWISE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 7, 400 FEET EAST OF THE WEST LINE THEREOF (SAID WEST LINE BEING COINCIDENT WITH THE WEST LINE OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 28 AFORESAID) THENCE NORTH PARALLEL WITH THE WEST LINE OF LOTS 6 AND 7 AFORESAID 199.3 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 7 TO THE DIVIDING OR BOUNDARY LINE BETWEEN THE LANDS OF LINCOLN PARK COMMISSIONERS AND THE LANDS OF SHORE OWNERS AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY OF ILLINOIS, ENTERED OCTOBER 31, 1904 IN CASE NUMBER 256886 ENTITLED "AUGUSTA LEHMANN AND OTHERS AGAINST LINCOLN PARK COMMISSIONERS" RUNNING THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE TO THE SOUTH LINE OF SAID LOT 7 AND RUNNING THENCE WEST ALONG SAID SOUTH LINE TO THE PLACE OF BEGINNING

WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 2800 LAKE SHORE DRIVE CONDOMINIUM ASSOCIATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 2, 1978 AND KNOWN AS TRUST NUMBER 45204, FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT LR 3096368; TOGETHER WITH AN UNDIVIDED 0.0836 PER CENT INTEREST IN THE PARCEL (EXCEPTING FROM THE PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS

P. I. N. #14-28-207-004-1485

92405601

TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, awnings, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, fixtures, antennas, trees and plants, and .....  
N/A  
.....; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property (and, if this Instrument is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either lessor or lessee hereunder), that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

1. PRESERVATION AND MAINTENANCE OF PROPERTY, ETC. BORROWER (a) shall not commit waste or permit impairment of the property...

2. INSURANCE. The insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the property...

3. EARLY PAYMENTS. Borrower shall keep the improvements now existing or hereafter erected on the property insured by carrier at all times...

4. PAYMENTS. Borrower shall pay all water and sewer rates, taxes, assessments, premiums, and other impositions attributable in whole or in part to the property...

5. APPLICATION OF PAYMENTS. Unless applicable, the proceeds of any insurance policy shall be applied to the payment of the principal of the loan...

6. FUNDING FOR TAXES, INSURANCE AND OTHER CHARGES. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments...

7. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note...

8. BORROWER'S OBLIGATIONS. Borrower shall pay to Lender on the day monthly installments of principal and interest on the indebtedness evidenced by the Note...

10350426







92405601

Property of Cook County Clerk's Office

Borrower's Address: 17280 Yearling Lane Wadsworth, IL 60083

Witness: Virginia G. Miller, Daniel P. Miller (signatures)

In Witness Whereof, Borrower has executed this instrument or has caused the same to be executed by its representatives

IN ADDITION TO THE FOREGOING, BORROWER HEREBY AGREES TO WAIVE AND RELEASE... (Legal disclaimer text)



UNOFFICIAL COPY

Property of Cook County Clerk's Office

01/10/2025

UNOFFICIAL COPY

State of Illinois  
County of

I, \_\_\_\_\_, a Notary Public in and for said  
County in the State aforesaid, do hereby certify that \_\_\_\_\_  
personally known to me to be the \_\_\_\_\_ President of the \_\_\_\_\_  
and \_\_\_\_\_  
personally known to me to be the \_\_\_\_\_ Secretary of said \_\_\_\_\_  
whose names are subscribed to the foregoing Instrument, appeared before me  
this day in person and severally acknowledged that as such \_\_\_\_\_ President and \_\_\_\_\_  
Secretary, they signed and delivered the said Instrument of writing as \_\_\_\_\_ President and  
Secretary of said \_\_\_\_\_  
I caused the corporate seal of said \_\_\_\_\_ to be affixed thereto, pursuant  
to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and  
voluntary act and deed of said President and \_\_\_\_\_ Secretary for the purposes therein set forth.  
Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_  
My commission expires: \_\_\_\_\_  
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS, \_\_\_\_\_ County is:

I, \_\_\_\_\_, a Notary Public in and for said county and state, do hereby certify that  
\_\_\_\_\_ *Daniel P. and Virginia A. Miller*  
personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing Instrument, appeared  
before me this day in person, and acknowledged that \_\_\_\_\_ signed and delivered the said Instrument as their free  
and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
My commission expires: \_\_\_\_\_  
Notary Public *Kathleen S. Dolan*

Property of Cook County Clerk's Office

92405601

RIDER ATTACHED TO A CERTAIN MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED April 24, 1992 BETWEEN

Daniel P. Miller and Virginia G. Miller

(THE "BORROWER") AND AMERICAN CHARTERED BANK, AN ILLINOIS STATE BANK (THE "LENDER")

32. RESTRICTION ON MORTGAGE, PLEDGE OR ASSIGNMENT. The Borrower shall not pledge, assign, transfer, hypothecate or in any way encumber the Property, or attempt to enter into such pledge, assignment, transfer, hypothecation or encumbrance of the Property, or attempt to do so, by the Borrower, shall be an event of default under the terms of this Instrument, and the Lender shall have the right to pursue all remedies in the event of such default as set forth herein.


33. WAIVER OF RIGHTS OF REDEMPTION. In the event of the commencement of a judicial proceeding to foreclose this Mortgage, the Borrower, on behalf of itself, its successors and assigns, and each and every person it may legally bind acquiring any interest in or title to the Property subsequent to the date of this Mortgage: (a) does hereby expressly waive any and all rights of appraisement, valuation, stay, extension and (to the extent permitted by law) redemption from sale under any order or decree of foreclosure of this Mortgage; and (b) does hereby agree that when sale, or his successor in office, shall be and is hereby authorized immediately to execute and deliver to any purchaser at any sale a deed conveying the Property, showing the amount paid therefore, or if purchased by the person in whose favor the order of decree is entered, the amount of his bid therefore.

34. COSTS OF COLLECTION. If the Borrower fails to perform the covenants and agreements contained in this instrument, the Borrower agrees to pay to the Lender all costs incurred by the Lender in enforcing its rights hereunder, which costs shall include, without limitation, the following: all costs and expenses of taking possession of the property and of holding, using, leasing, maintaining, repairing, improving and selling the same, including, without limitation, the costs charges and expenses and reasonable attorney's fees incurred during the course of any Mortgage foreclosure proceeding; any and all Lender for appraiser's fees, documentary and expert evidence, stenographer's charges, publication costs, fees and expenses for examination of title, title searches, guarantee policies, torrens certificates, and similar assurances with respect to the title to

UNOFFICIAL COPY

the property; all prepayment or like premiums, if any, provided for under the terms of this instrument; and all other fees and costs and expenses which the Lender deems necessary to prosecute any remedy which it has under this Instrument, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title to or of the value of the Property.

  
Daniel P. Miller

  
Virginia G. Miller

Property of Cook County Clerk's Office

92405601

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 24th day of April 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to AMERICAN CHARTERED BANK, SCHAUMBURG, ILLINOIS, an Illinois banking corporation (the "Bank") of the same date and covering the property described in the Security Instrument and located at 2800 Lake Shore Drive, Unit 3113, Chicago, Illinois.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

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

### 1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The initial interest rate is based upon the April 24th, 1992 prime rate, plus one and 1/2 percent, for outstanding principal amounts but shall never exceed 25%. In the event that any monthly payment is not received by the end of ten (10) calendar days after the date it is due, or after maturity, whether by acceleration or otherwise, the amount of the charge will be five percent (5%) of the overdue payment of interest. The Note provides for changes in the initial interest rate and the monthly payment, as follows:

#### (A) CHANGE DATES, THE INDEX, AND CALCULATION OF CHANGES

We agree that the initial interest rate shall be increased or decreased immediately upon any change to the rate or interest announced or published publicly from time to time by AMERICAN CHARTERED BANK as its prime or equivalent rate of interest (the "Prime Rate") on Change Date, and shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.

#### (B) EFFECTIVE DATE OF CHANGES

Our new interest rate will become effective on each Change Date. We will pay the amount of our new monthly payment on the first monthly payment date after the Change Date until the amount of our monthly payment changes again.

92405601

(C) NOTICE OF CHANGES

The Note Holder will deliver or mail to us a notice of any changes in our interest rate the amount of our monthly payment before the effective date of any change. The notice will include information required by law to be given us and also the title and telephone number of a person who will answer any questions we may have regarding the notice.

2. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant of the Security Instrument is amended to read as follows:

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 Bank's prior written consent, Bank 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 Bank if exercise is prohibited by federal law as of the date of this Security Instrument. Bank also shall not exercise this option if: (a) Borrower causes to be submitted to Bank information required by Bank to evaluate the intended transferee as if a new loan was being made to the transferee; and (b) Bank reasonably determines that Bank's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Bank.

To the extent permitted by applicable law, Bank may charge a reasonable fee as a condition to Bank's consent to the loan assumption. Bank may also require the transferee to sign an assumption agreement that is acceptable to Bank and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument unless Bank releases Borrower in writing.

If Bank exercises the option to require immediate payment in full, Bank shall give Borrower notice of acceleration. This 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, Bank may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

# UNOFFICIAL COPY

9 2 4 0 5 6 0 1

THIS LOAN IS PAYABLE IN FULL ON 5/5/97. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME BANK.

By: *Daniel P. Miller*  
Daniel P. Miller

By: *Virginia G. Miller*  
Virginia G. Miller

Property of Cook County Clerk's Office

92405601