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STATE OF ILLINOIS

COUNTY OF Cook

SS.

92084736

The claimant, Allied Mason Contractors, Inc., an Illinois corporation of Skokie County of Cook State of Illinois, hereby files notice and claim for lien against Leopardo Construction, Inc., an Illinois Corporation

contractor, of Glendale Heights County of Dupage

State of Illinois, and Granada Partnership and American National Bank & Trust Co., of Chicago t/u/t #108940-04 (hereinafter referred to as "owner"), of City of Chicago County of Cook

State of Illinois and states:

That on July 23, 1991 the owner owned the following described land in the County of Cook State of Illinois, to-wit: SEE ATTACHED LEGAL DESCRIPTION

DEPT-OF FILING
11-32-405-035 TRAN 8871-02/10-92 13:54:00
\$305 + C * -92-084736
COOK COUNTY RECORDER

\$8.50

Permanent Real Estate Index Number(s): 11-32-405-035
11-32-405-027 and 11-32-405-036
Address(es) of premises: 6455 North Sheridan Road, Chicago, Illinois
and Leopardo Construction, Inc.
was owner's contractor for the improvement thereof.

That on September 24, 1991, said contractor made a subcontract with the claimant to provide masonry materials and services to the job site.

for and in said improvement, and that on November 8, 1991, the claimant completed thereunder all required by said contract to be done.

That at the special instance and request of said contractor the claimant furnished extra and additional materials at and extra and additional labor on said premises of the value of \$ 520.00 and completed same on November 8, 1991.

~~That said owner, or the agent, architect or superintendent of owner (a) cannot, upon reasonable diligence, be found in said County, or (b) do not reside in said County.~~

That said contractor is entitled to credits on account thereof as follows: None

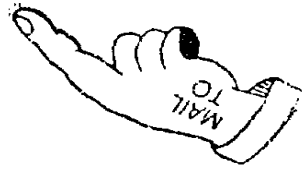
leaving due, unpaid and owing to the claimant, after allowing all credits, the sum of Two Thousand Five Hundred Twenty and 00/100 (\$2,520.00) Dollars, for which, with interest, the claimant claims a lien on said land and improvements and on the moneys or other considerations due or to become due from the owner under said contract against said contractor and owner.

PREPARED BY AND MAIL TO: Allied Mason Contractors, Inc.
(Name of sole ownership, firm or corporation)

David B. Pogrund
221 North LaSalle, Suite 3200
Chicago, Illinois 60601

By Maurie Katz
Maurie Katz, President

1 State what the claimant was to do.
2 "All required by said contract to be done," or "delivery of materials to the value of \$ _____ or "labor to the value of \$ _____, etc."
3 If extras fill out, if no extras strike out.
4 Strike out clause (a) or (b).

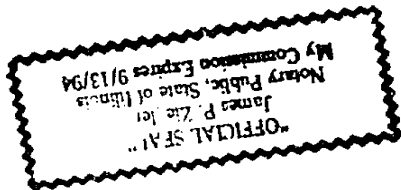


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Notary Public
Subscribed and sworn to before me this 1st day of November, 1992.

David B. Pogrund

David B. Pogrund

American National Bank & Trust Co., of Chicago
33 North LaSalle Street
Chicago, Illinois 60690

MORTGAGEE

Loyola University
6525 North Sheridan Road
Chicago, Illinois 60626

OWNER

Granada Partnership
6455 North Sheridan Road
Chicago Illinois 60626
Attention: Jim Condik

OWNER

Leopardo Construction, Inc.
115 North Brandon Drive
Glendale Heights, IL 60139
American National Bank & Trust Co., of Chicago t/u/t
#108940-04
33 North LaSalle Street
Chicago Illinois 60690

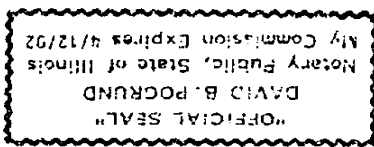
OWNER

GENERAL CONTRACTOR

REGULAR MAIL/CERTIFIED MAIL RETURN RECEIPT REQUESTED

1. DAVID B. POGRUND, being first duly sworn on oath depose and state as follows:
1. That I am one of the attorneys and agents of Allied Mason Contractors, Inc., and I am authorized to make this Affidavit.
2. That on February 4, 1992, I sent a copy of this Subcontractor's Notice and Claim for Lien to the following entities at the addresses listed below by depositing same in the U. S. Mail, proper postage prepaid, Certified Mail, Return Receipt Requested.
3. See Below:

RECEIVED



STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

Subscribed and sworn to before me this 1st day of November, 1992.
Maurie Katz
Maurie Katz, President

that all the statements therein contained are true.
the claimant; that he has read the foregoing notice and claim for lien and knows the contents thereof; and
Inc., an Illinois corporation
on oath deposes and says that he is the President of Allied Mason Contractors,
The affiant, Maurie Katz
County of Cook
State of Illinois
} SS.

SHERIDAN &
UNOFFICIAL COPY
(SUBDIVISION OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD)

PARCEL 1:

THE NORTH 149 FEET 3 3/4 INCHES OF THAT PART OF LOT 8 LYING WESTERLY OF THE RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD IN CAPE MAYE, BEING A SUBDIVISION OF THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 159 FEET 1/4 INCHES OF THE NORTH 306.2 FEET OF THAT PART OF LOT 8 LYING WESTERLY OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD IN CAPE MAYE, BEING A SUBDIVISION OF THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF THE NORTH 7 1/2 FEET OF THE SOUTH 207 1/2 FEET OF SAID LOT 8, MEASURED ON THE WEST LINE THEREOF, LYING WEST OF A LINE 10 FEET (MEASURED ON THE RADIUS OF THE ARC OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD) WESTERLY OF AND PARALLEL TO THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AND EASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 200 FEET OF SAID LOT 8, SAID POINT BEING 80.92 FEET EAST OF THE EAST LINE OF SHERIDAN ROAD, THENCE NORTHEASTERLY 18.98 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 207 1/2 FEET OF SAID LOT 8 AND SAID POINT IS 99.03 FEET EAST OF THE EAST LINE OF SHERIDAN ROAD, ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE SOUTH 200 FEET OF THAT PART OF LOT 8 MEASURED ALONG THE WEST LINE THEREOF LYING WEST OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY IN CAPE MAYE, BEING A SUBDIVISION OF THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTH 7 1/2 FEET OF THE SOUTH 207 1/2 FEET OF LOT 8 (MEASURED ON THE WEST LINE THEREOF) IN CAPE MAYE, BEING A SUBDIVISION OF THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE 10 FEET (MEASURED ON THE RADIUS OF THE ARC OF THE RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD) WESTERLY OF AND PARALLEL TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AND EAST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE

OF THE SOUTH 200 FEET OF SAID LOT 8 AS MEASURED ALONG THE WEST LINE THEREOF, SAID POINT BEING 80.92 FEET EAST OF THE EAST LINE OF SHERIDAN ROAD, AS MEASURED ALONG THE NORTH LINE OF THE SOUTH 200 FEET OF SAID LOT 8, THENCE NORTHEASTERLY 18.98 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 207 1/2 FEET, MEASURED ALONG THE WEST LINE OF SAID LOT 8, WHICH POINT IS 99.03 FEET EAST OF THE EAST LINE OF SHERIDAN ROAD AS MEASURED ALONG THE NORTH LINE OF SAID SOUTH 207 1/2 FEET OF SAID LOT 8, ALL IN COOK COUNTY, ILLINOIS.

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9. 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.

10. 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, 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, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to 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 monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of 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 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 successors 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.

12. 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 that Borrower's consent.

13. 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 an interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted 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.

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.

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 of 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 effect 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.

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 as if no acceleration had 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 terms of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument 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 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 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 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 non-existence 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

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

24. 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)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

..... (Seal)
ANTHONY KEENE -Borrower

Social Security Number 321-46-2796

..... (Seal)
KAREN KEENE -Borrower

Social Security Number 337-44-4877

..... (Seal) -Borrower

Social Security Number Social Security Number

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, COOK County ss:

I, Lisa A. Smith, a Notary Public in and for said county and state do hereby certify that ANTHONY KEENE and KAREN KEENE, HIS WIFE, 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 he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of January, 1992

My Commission expires:

Notary Public "OFFICIAL SEAL"
LISA A. SMITH
Notary Public, State of Illinois
My Commission Expires 10/31/93

This Instrument was prepared by:

SCOTT MALOUF FOR:
Fleet Mortgage Corp.
2500 WEST HIGGINS ROAD, SUITE 725
HOFFMAN ESTATES, ILLINOIS 60195

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