

UNOFFICIAL COPY

MORTGAGE

93074755

This Mortgage is made this 28th day of January 1993, between the Mortgagor, Hans R. Willimann and Louise M. Willimann, his wife (herein "Borrower"), and the Mortgagee, 900 Hotel Venture Limited Partnership, a corporation organized and existing under the laws of Illinois, whose address is, 845 N. Michigan Avenue, Chicago, Illinois (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$150,000.00, which indebtedness is evidenced by Borrower's note dated, January 28, 1993 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on, August 22, 2208.

To Secure Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT 30 (EXCEPT THE WEST 18 FEET THEREOF) AND ALL OF LOTS 31 AND 32 IN BLOCK 11 IN THE FIRST ADDITION TO KENILWORTH, BEING A SUBDIVISION OF THE NORTH ½ OF THE NORTH ½ OF THE SOUTHEAST ¼ (EXCEPT THAT PART LYING SOUTH AND WEST OF THE CENTER OF NORTHFIELD ROAD) TOGETHER WITH THE SOUTH 8 ACRES OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93074755

PIN: 05-29-406-039
05-29-406-040

RECORDED BY OPINER 400.00
INDEXED BY SA 3009 11/13/93 15 13109
FILED IN 93-10 11-2755
FOR COUNTY RECORDER

which has the address of 1201 Colgate, Wilmette, Illinois, 60091 (herein "Property Address")

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

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



MYRON B. GOLDSTIN
134 N. LA SALLE
SUITE 1200
CHICAGO, ILL 60602

3350
/12

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Property of Cook County Clerk's Office

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including ~~Borrower's covenants to make payments when due.~~ Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the ~~declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.~~

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority in this Mortgage.

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10. ~~Amortization and Extension~~ Extension by Lender (Not a Waiver). Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Attorney's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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

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

22. A rider is attached to this mortgage which is made a part hereof.

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RIDER TO MORTGAGE DATED: JANUARY 28, 1993

1201 COLGATE
WILMETTE. ILLINOIS 60091

Provided that the Mortgagor when not in default hereunder shall have the privilege of prepaying the whole of the principal sum or sums hereby secured at any time or times without notice or bonus.

Notwithstanding anything contained in this mortgage to the contrary, it is intended that interest shall not be charged on the principal sum hereby secured prior to the maturity date of the within mortgage, provided that the mortgage is in good standing, and the within mortgage shall be read accordingly.

Provided further that it is understood and agreed that the within mortgage is given by the Mortgagee to the Mortgagor by reason of the fact that the said Hans Willimann (hereinafter called "Willimann") is an employee of Four Seasons Hotels Limited and if at any time during the term of the within mortgage should cease to be engaged as the General Manager of the Four Seasons-Chicago Hotel, owned by Mortgagee for any reason whatsoever (including without limitation the death of Willimann) then the principal amount then outstanding under the within mortgage shall become due and owing in full and be repaid to the Mortgagee within 90 days after Willimann ceases to be engaged as aforesaid General Manager of the Mortgagee and interest from and after the date of said termination calculated monthly payment date until the principal is fully paid.

Provided further that it is understood and agreed that if the mortgage is in default, interest at the within rate will be charged from the date of such occurrence of default, and the loan shall be repayable in full at the Mortgagee's option with accrued interest thereon in the event that default continues after the expiry of thirty (30) days after the date of default.

Provided further that the Mortgagor acknowledges and agrees that the Mortgagee has advanced the principal monies hereby secured on the basis that the within mortgage is personal to the mortgagor and in the event that the mortgagor shall sell, assign, transfer or part with ownership or possession of the lands and premises herein mortgaged without the prior written consent of the Mortgagee, then the principal monies hereby secured and accrued interest, if any, thereon shall forthwith become due and payable.

Provided further that the Mortgagor shall not replace or renew the existing first mortgage against the security of the lands herein mortgaged without the prior written consent of the Mortgagee and failing such consent the principal monies hereby secured and accrued interest, if any, thereon shall forthwith become due and payable.

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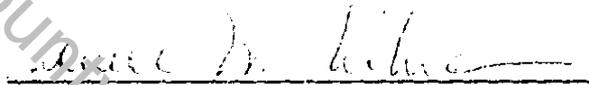
- 2 -

Provided further that the Mortgagor shall not place mortgages ranking subsequent to the security within without the prior written consent of the Mortgagee, and failing such consent, the principal monies hereby secured and accrued interest if any, thereon shall immediately thereafter become due and payable.

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.



Hans R. Willimann



Louise M. Willimann

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ALL AMOUNTS DUE HERE UNDER SHALL BE IMMEDIATELY DUE AND PAYABLE UPON CLOSING OF 1291 COLGATE, WILMETTE, ILLINOIS.

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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEED OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Hans R. Willmann
HANS R. WILLIMANN

Borrower

Louise M. Willmann
LOUISE M. WILLIMANN

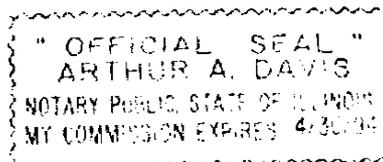
Borrower

STATE OF ILLINOIS, COOK COUNTY ss:

I the undersigned a Notary Public in and for said county and state, do hereby certify that Hans R. Willmann and Louise M. Willmann, his wife personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of January 1993.

Arthur A. Davis
Notary Public



93071755

LINCOLN WOOD OFFICE:
4923 N. LINCOLN AVENUE
LINCOLNWOOD, ILLINOIS 60467
(312) 875-1000

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PROFESSIONALS ASSOCIATED
Property - Condo - Mortgage Surveys

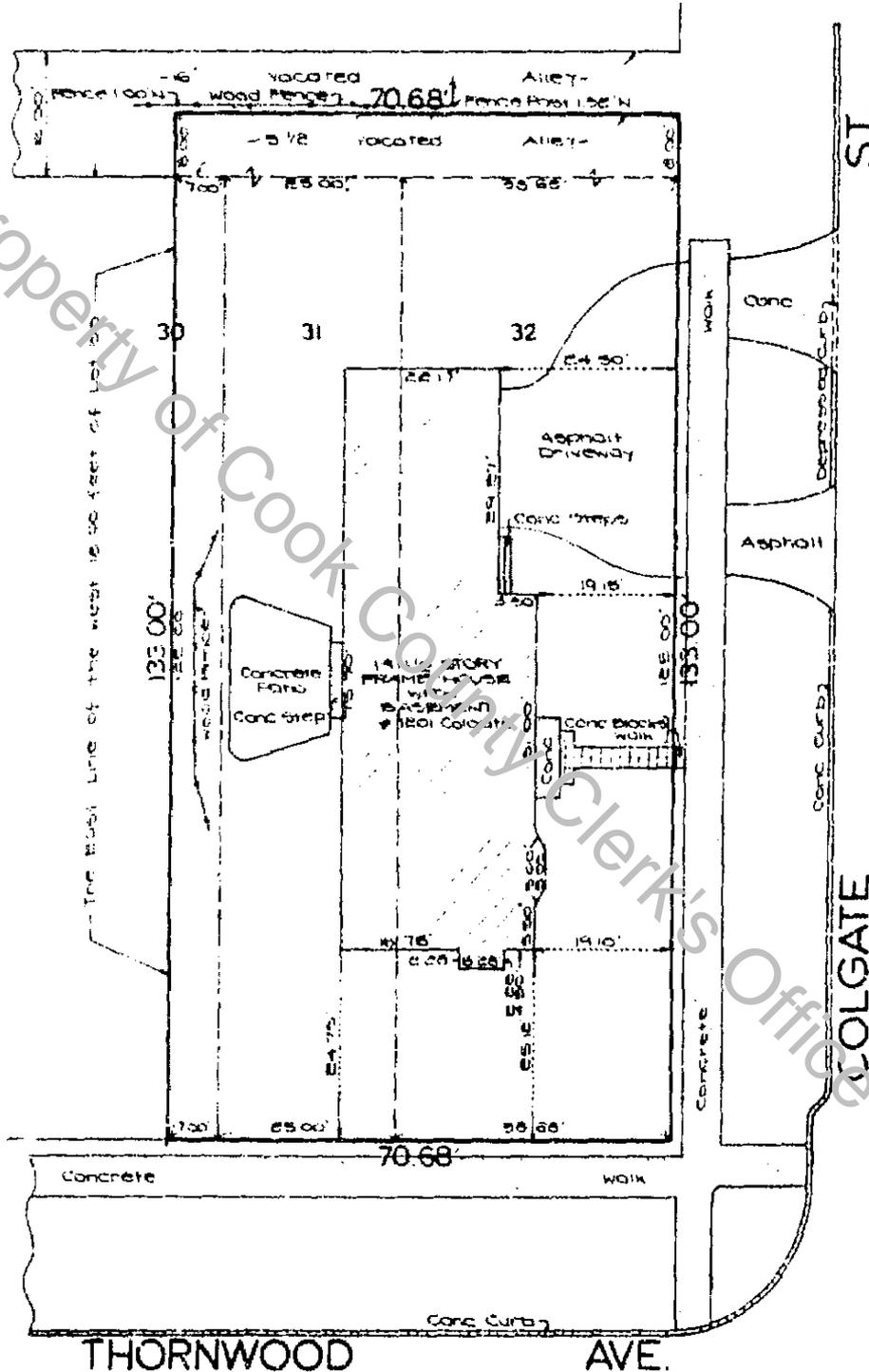
HIGHLAND PARK OFFICE:
1110 OLD DEERFIELD ROAD
HIGHLAND PARK, ILLINOIS 60037
(312) 831-1200
(312) 811-1201

Plat of Survey

OF



LOT 30 (EXCEPT THE WEST 18.00 FEET THEREOF) AND ALL OF LOTS 31 AND 32 IN BLOCK 11 IN THE FIRST ADDITION TO KENILWORTH, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THAT PART LYING SOUTH AND WEST OF THE CENTER OF NORTHFIELD ROAD) TOGETHER WITH THE SOUTH 8 ACRES OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Property of Cook County Clerk's Office

IN CHECK IN BOX MEANS THAT SURVEY HAS BEEN MADE FOR USE IN CONNECTION WITH A REAL ESTATE OR MORTGAGE LOAN TRANSACTION AND IS NOT TO BE USED FOR CONSTRUCTION
DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

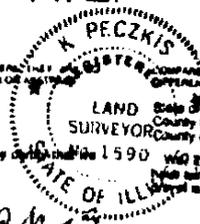
Order No. 68-05765-D
Scale: 1 inch = 30 feet
Date: AUGUST 19, 1988
Ordered by: MERRILL LYNCH REALTY

BOUNDARY LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ANY OTHER INSTRUMENTS FOR THE COMPLETE LIST OF BOUNDARY PORTS BEFORE BUILDING BY SALES AND AT ONCE REPORT ANY CHANGES.

State of Illinois
County of Lake ss.
County of Cook

We, PROFESSIONALS ASSOCIATED, do hereby certify that we have located the building on the above property.

Loc. No. _____
Date _____



State of Illinois
County of Lake ss.
County of Cook

We, PROFESSIONALS ASSOCIATED, do hereby certify that we have surveyed the above described property and that the plat hereon is a correct representation of said survey.

K. Peczkis
REG. ILL. Land Surveyor

552424088