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BANK ONE, LAGRANGE
8760 W. 159th ST
ORLAND PARK, IL 60462

93189266

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MORTGAGE

DEPT-11 RECORD.T \$27.50
T00011 TRAN 7743 03/12/93 12:21:00
#6737 + 1 *-93-189266
March 11 COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on
19 93 The mortgagor is Daniel J. Russo & Dolores F. Russo, his wife

("Borrower"). This Security Instrument is given to Bank One, LaGrange
which is organized and existing under the laws of Illinois, and whose address is
8760 West 159th Street, Orland Park, IL 60462 ("Lender").

Borrower owes Lender the principal sum of
One Hundred Forty Thousand and 00/100
Dollars (U.S. \$ 140,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on September 7, 1993. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifica-
tions; (b) the payment of all other sums, with interest, advanced under paragraph 7 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:

LOT TWELVE (12) IN HICKORY HIGHLANDS, BEING A SUBDIVISION OF THE SOUTH HALF
($\frac{1}{2}$) OF THE SOUTH HALF ($\frac{1}{2}$) OF THE NORTH HALF ($\frac{1}{2}$) OF THE SOUTH HALF ($\frac{1}{2}$) OF THE
EAST HALF ($\frac{1}{2}$) OF THE NORTH WEST QUARTER ($\frac{1}{4}$) (EXCEPT THE EAST ONE-EIGHTH ($\frac{1}{8}$)
THEREOF) OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF
THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 3, 1962, AS
DOCUMENT NUMBER 2048079, AND RE-REGISTERED ON NOVEMBER 5, 1962, AS DOCUMENT
NUMBER 2064232.

which has the address of 8950 S. 84th Ct., Hickory Hills
[Street] [City]
Illinois 60457 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, ap-
purtenances, 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 mort-
gage, 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.

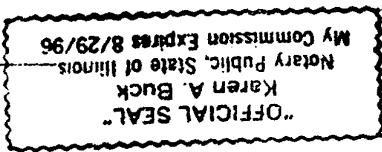
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Notary Public

Karen A. Buck

My Commission expires:

Given under my hand and official seal, this 11th day of March, 1993

set forth.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

, personally known to me to be the same person(s) whose name(s)

do hereby certify that Daniel J. Russo and Dolores F. Russo

The undersigned, a Notary Public in and for said county and state,

STATE OF ILLINOIS, WILL County ss.

Space Below This Line For Acknowledgment

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower Dolores F. Russo

(Seal) -Borrower Daniel J. Russo

and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

Other(s) [specify]

Graduated Payment Rider

Planned Unit Development Rider

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

[Check applicable box(es)]

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 Instru-

ment 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 supple-

ment the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially ap-

pointed 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.

19. 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 paragraphs 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 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 19, including, but not limited to, reasonable

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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, 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, 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 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.

10. 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.

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 that 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 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.

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 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 paragraphs 13 or 17.

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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 monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth 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 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 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 as 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 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. 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 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 Borrower subject to Lender's approval which shall not be unreasonably withheld. 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, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower 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 Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower 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 Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower'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 Security Instrument immediately prior to the 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. 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; Mortgage 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), then 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 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 to Borrower requesting payment.

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any monies or obligations owed or to be performed by the Mortgagee's predecessors in title shall not be enforceable thereafter against Mortgagee or any subsequent owner), and notwithstanding any such foreclosure or other acquisition of the Demised Premises by Mortgagee, the Lease will be recognized as a direct lease from Mortgagee or any other party acquiring the Demised Premises upon the foreclosure sale or pursuant to a deed in lieu of foreclosure or a transfer of the interest obtained thereby, except that the Mortgagee, or any subsequent owner, shall not (a) be liable for any previous act or omission of Landlord under the Lease, (b) be subject to offsets, if any, which shall theretofore have accrued to Lessee against Landlord, (c) have any obligation with respect to any security deposited under the Lease unless such security has been physically delivered to Mortgagee, or (d) be bound by any previous modification of the Lease (except as shown on Exhibit A attached hereto) or by any previous prepayment of fixed rent for a period greater than one (1) month, unless such modification or prepayment shall have been expressly approved in writing by the Mortgagee.

3. Any provision of this Agreement to the contrary notwithstanding, neither Mortgagee nor any purchaser acquiring title to the Center shall have any obligation, or incur any liability, with respect to the erection and completion of any improvements for Lessee's use and occupancy or any improvements in, on or about the Center, including, without limitation, the expansion, enclosure and renovation of the Center, or any failure of the Landlord in connection therewith.

4. Lessee does hereby attorn to Mortgagee and agrees that, upon Mortgagee or any subsequent owner acquiring title to the Demised Premises, Lessee will pay all rentals and charges then due or to become due as they become due to Mortgagee or such subsequent owner, and Lessee agrees that it will, upon request by Mortgagee or any subsequent owner, execute a written agreement whereunder Lessee does attorn to Mortgagee or any such

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subsequent owner and affirm Lessee's obligations under the Lease and agree to pay all rentals and charges then due or to become due as they become due to Mortgagee or such subsequent owner.

5. Lessee from and after the date hereof shall send a copy of any notice or statement under the Lease to Mortgagee at the same time such notice or statement is sent to the Landlord under the Lease.

6. Lessee hereby agrees that from and after the date hereof in the event of any act or omission by Landlord under the Lease which would give Lessee the right, either immediately or after the lapse of the period of time, to terminate the Lease, or to claim a partial or total eviction, or to cease operations or to stop paying base rent, percentage rent or any other sums under the Lease, Lessee shall permit Mortgagee to cure such act or omission and Lessee will not exercise any such right (i) until it has given written notice of such act or omission to the Mortgagee by delivering such notice of such act or omission, by registered mail, return receipt requested, addressed to Mortgagee, at the Mortgagee's address as given herein (Attention: Real Estate Department), or at the last address of Mortgagee furnished to Lessee in writing and (ii) until 30 days shall have elapsed since Mortgagee's receipt of such notice (provided that if such act or omission is not reasonably capable of being cured within said 30 day period, Mortgagee shall be entitled to such longer period of time as is necessary to complete said cure, including without limitation the time required for Mortgagee to obtain ownership and control of the Demised Premises); provided, Mortgagee, at its option shall, following the giving of such notice, have elected to commence and continue to remedy such act or omission or to cause the same to be remedied.

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that under the Lease and agree to pay all rentals
by becoming due to Mortgagee or such subsequent

lender shall send a copy of any notice or statement
to such notice or statement is sent to the Landlord

and after the date hereof in the event of any act or
omission would also be deemed to be made immediately

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7. Lessee will neither offer nor make prepayment of rent (for a period in excess of one month) nor further change the terms, covenants, conditions and agreements of the Lease in any manner without the express consent in writing of the Mortgagee.

8. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

9. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

10. This Agreement shall inure to the benefit of the parties hereto, their successors and assigns; *provided, however*, that in the event of the assignment or transfer of the interest of the Mortgagee, all obligations and liabilities of the Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Mortgagee's interest is assigned or transferred; and provided further that the interest of Lessee under this Agreement may not be assigned or transferred.

11. Lessee agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

12. ~~Lessee acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned to the Mortgagee as part of the security for the note secured by this Mortgage. In the event that Mortgagee notifies Lessee of a default under the Mortgage and demands that Lessee pay its rent and all other sums due under the Lease to Mortgagee, Lessee agrees that it will honor such demand and pay its rent and all other sums due under the Lease directly to the Mortgagee as directed by Mortgagee.~~ *provided Lender has signed this agreement.*

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13. Lessor hereby agrees that Mortgagee may, at Mortgagee's sole and exclusive option upon the institution of any foreclosure proceedings, elect in writing to have the Mortgage subordinated to the Lease for purposes of such foreclosure proceeding.

14. This Agreement may be executed in any number of counterparts and by separate parties hereto on separate counterparts, all of such counterparts taken together to constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties thereto have respectively signed and sealed this Agreement as of the day and year first above written.

BANK OF MONTREAL, as Agent

By [Signature] Director
Title

LEHMAN BROTHERS NEW YORK, INC.

By [Signature]
George S. [Name] Vice President (Real Estate) Title

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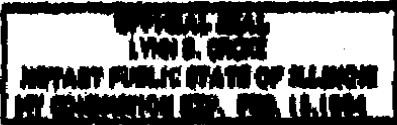
State of Illinois)

County of Cook)

SS

I, Laura S. Coker, a Notary Public in and for said County, in the State of Illinois, do hereby certify that IVICK D. KENTON, a Director of Bank of Montreal, a Canadian chartered bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of March, 1992.



Laura S. Coker
Notary Public
Laura S. Coker
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires:

2-16-94

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State of ^{Ohio} ~~Ohio~~)
County of Franklin) SS

I, J. Hill, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Eisenfeld, Vice President of Lerner New York, Inc., a Delaware corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of December, 1992.

Real Estate

J. Hill
Notary Public
TINA M. HOLLEN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 21, 1998

(SEAL)

Commission Expires:

6-21-93

Property of Cook County Clerk's Office

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SCHEDULE 1

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 26 NORTH, RANGE 18 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH AND EAST OF THE MARGIN OF THE LITTLE CALUMET RIVER, EXCEPTING THEREFROM THE FOLLOWING:

- A. THE EAST 600 FEET OF SAID NORTHWEST QUARTER;
- B. THAT PART TOWN, USED OR DEDICATED FOR TORRENCE AVENUE;
- C. THAT PART TOWN CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEEDS DULY RECORDED, JULY 24, 1926 AS DOCUMENTS 934959, AND 935037;
- D. THAT PART OF SAID NORTHWEST QUARTER DESCRIBED AS FOLLOWS:
 - COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER;
 - THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER, A DISTANCE OF 330 FEET;
 - THENCE EASTERLY ON A LINE PARALLEL TO THE NORTH LINE OF SAID QUARTER, A DISTANCE OF 312 FEET;
 - THENCE NORTH A DISTANCE OF 330 FEET TO A POINT ON THE NORTH LINE OF SAID QUARTER;
 - THENCE WESTERLY ALONG SAID NORTH LINE A DISTANCE OF 330 FEET TO THE POINT OF BEGINNING.
- E. THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 26 NORTH, RANGE 18 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
 - BEGINNING AT THE NORTHWEST CORNER OF THE EAST 600 FEET OF SAID NORTHWEST QUARTER;
 - THENCE SOUTH 8 DEGREES, 09 MINUTES, 50 SECONDS WEST ON THE WEST LINE OF THE EAST 600 FEET OF SAID NORTHWEST QUARTER, A DISTANCE OF 1636.88 FEET;
 - THENCE NORTH 44 DEGREES, 42 MINUTES, 30 SECONDS WEST, A DISTANCE OF 360.38 FEET;
 - THENCE NORTH 18 DEGREES, 30 MINUTES, 00 SECONDS EAST, A DISTANCE OF 39.87 FEET;
 - THENCE NORTH 44 DEGREES, 42 MINUTES, 30 SECONDS WEST, A DISTANCE OF 819.21 FEET;
 - THENCE SOUTH 45 DEGREES, 17 MINUTES, 30 SECONDS WEST, A DISTANCE OF 24.60 FEET;
 - THENCE NORTH 46 DEGREES, 42 MINUTES, 30 SECONDS WEST, A DISTANCE OF 319.80 FEET;
 - THENCE SOUTH 48 DEGREES, 17 MINUTES, 30 SECONDS WEST, A DISTANCE OF 18.60 FEET;
 - THENCE NORTH 44 DEGREES, 42 MINUTES, 30 SECONDS WEST, A DISTANCE OF 613.60 FEET;

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SCHEDULE 1 CONTINUED

8. (CONTINUED)

TRENCH NORTH 2 DEGREES, 17 MINUTES, 30 SECONDS EAST ON A LINE PERPENDICULAR TO THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 822.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER;

TRENCH SOUTH 81 DEGREES, 43 MINUTES, 30 SECONDS EAST ON THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1055.73 FEET TO THE PLACE OF BEGINNING.

9. THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

TRENCH SOUTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1204 FEET TO A POINT;

TRENCH EAST 71.01 FEET (MEASURED AT RIGHT ANGLE) TO A POINT ON THE WEST LINE OF TORRENCE AVENUE, SAID POINT BEING THE POINT OF BEGINNING;

TRENCH CONTINUING EAST ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 8 FEET TO A POINT;

TRENCH SOUTH ALONG A LINE PARALLEL TO AND DISTANT 1 FOOT FROM SAID EAST LINE OF TORRENCE AVENUE A DISTANCE OF 116.00 FEET TO A POINT;

TRENCH WEST, FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 1 FOOT TO A POINT ON SAID EAST LINE OF TORRENCE AVENUE;

TRENCH NORTH A DISTANCE OF 116.00 FEET TO THE POINT OF BEGINNING;

10. THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

TRENCH EAST A DISTANCE OF 220 FEET TO A POINT;

TRENCH SOUTH A DISTANCE OF 30 FEET (MEASURED AT RIGHT ANGLE) TO A POINT ON THE SOUTH LINE OF 10TH STREET, SAID POINT BEING THE POINT OF BEGINNING;

TRENCH CONTINUING SOUTH ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 30 FEET TO A POINT;

TRENCH EAST ALONG A LINE PARALLEL TO AND DISTANT 40 FEET FROM THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 722.77 FEET TO A POINT;

TRENCH NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 30 FEET TO A POINT ON SAID SOUTH LINE OF 10TH STREET;

TRENCH WEST A DISTANCE OF 722.77 FEET TO THE POINT OF BEGINNING.

11. PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING THE NORTH 100 FEET OF THE SOUTH 200 FEET OF THE WEST 100 FEET OF THE EAST 510 FEET OF SAID QUARTER SECTION, ALL IN COOK COUNTY, ILLINOIS.

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01/22/2014

A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS KEPT IN THE OFFICE OF THE CLERK OF THE COUNTY OF COOK, I HEREBY CERTIFY TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS KEPT IN THE OFFICE OF THE CLERK OF THE COUNTY OF COOK.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT CHICAGO, ILLINOIS, THIS 22ND DAY OF JANUARY, 2014.

CLERK OF THE COUNTY OF COOK

CHICAGO, ILLINOIS

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LEASER

EXHIBIT "A" TO SUBORDINATION, NON-DESTRUCTION AND ATTORNEYMENT AGREEMENT

DESCRIPTION OF LEASE DOCUMENTS AND LEASE TERMS

- A. Date of Lease: April 3, 1987
- B. Parties:
 - (1) Lessor: LaSalle National Trust, N.A., successor trustee to LaSalle National Bank, Trustee under Trust No. 30703
 - (2) Tenant: ^{New York} Lerner Stores, Inc. (Lerner Stores, Inc. having changed its name)
- C. Amendments, Assignments, Subleases and Other Leases or Agreements:
None

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AND ATTORNEY GENERAL

CHIEF CLERK

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STREET ADDRESS: 96 River Oaks Center
Calumet City, Illinois 60409

LN: 30-19-100-128
30-19-100-129
30-19-100-112

PREPARED BY AND MAIL TO:

LEON J. SHULDINER
HAPMAN AND CUTLER
11 WEST MONROE STREET
CHICAGO, ILLINOIS 60690

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