

# UNOFFICIAL COPY

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This instrument prepared by  
and after recording return to:

93310691

The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60675  
Attention: MARIE PANTONE



DEPT-01 RECORDING 93310691

\$41.50

T#0000 TRAN 0880 04/27/93 12:55:00

#6403 # -93-310691

COOK COUNTY RECORDER

## LEASEHOLD MORTGAGE (COOPERATIVE APARTMENT)

THIS LEASEHOLD MORTGAGE is made as of April 16, 1993,  
by and between Richard W. Durkes and Clementina V. Durkes

(hereinafter, whether one or more, "Mortgagor") and THE NORTHERN TRUST COMPANY, an Illinois banking corporation ("Mortgagee").

WHEREAS, Mortgagor is the owner of 125 shares of the stock of 6-12 Scott Cooperative Apartments, Inc. (the "Company") which give Mortgagor the right to occupy, and Mortgagor has entered into a Proprietary Lease dated April 16, 1993 (the "Proprietary Lease"), for apartment 6 in the cooperative apartment building commonly known as 6 E. Scott, Chicago, Illinois 60610 (the "Building"); and

WHEREAS, Mortgagor has entered into a Co-op Equity Credit Line Agreement (the "Loan Agreement") with Mortgagee under which Mortgagor may borrow up to a maximum principal amount of Sixty Thousand and no cents Dollars (\$ 60,000.00 ) from Mortgagee, and the amounts outstanding under the Loan Agreement are evidenced or secured by this Mortgage, a pledge of Mortgagor's shares in the Company and various other security agreements, pledge agreements and other loan documents of even date herewith (such loan documents, together with the Loan Agreement, the Proprietary Lease, the by-laws of the Company, the pledge of Mortgagor's shares in the Company and this Mortgage are sometimes hereinafter referred to collectively as the "Agreement"); and

WHEREAS, Mortgagee and the Company are parties to a certain Recognition Agreement dated as of April 16, 1993 (the "Recognition Agreement"), which Recognition Agreement has been joined in and consent to by Mortgagee;

NOW, THEREFORE, the parties agree as follows:

1. **CONVEYANCE OF MORTGAGE.** To secure the payment and performance of each and every covenant, obligation, liability, or indebtedness of any kind under or in connection with any of the Agreements, including this Mortgage (the "Obligations"), Mortgagor grants, bargains, sells, assigns, transfers, and sets over into Mortgagee Mortgagor's interest in and to the leasehold estate created by the Proprietary Lease, together with all improvements and fixtures now or hereafter affixed to the apartment,

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together with all proceeds thereof, including without limitation rents, issues, profits and condemnation and insurance proceeds, regardless of whether such amounts were payable to Mortgagor (*all of the foregoing property and interests are sometimes referred to herein collectively as the "Apartment"*). The provisions of this Mortgage concerning improvements and fixtures shall be self-operative, but Mortgagor will execute and deliver to Mortgagee on demand, and hereby irrevocably appoints Mortgagee the attorney-in-fact of Mortgagor to execute, deliver and file, such financing statements and other instruments as Mortgagee may require in order to impose the lien hereof more specifically upon the fixtures.

PROVIDED that if Mortgagor shall pay to Mortgagee all the principal and interest due under the Note and perform all Obligations, the estate hereby conveyed shall cease, determine and be void.

If Mortgagor remains in possession of the Apartment after a demand is made for payment of the amounts due under the Loan Agreement and Mortgagor fails to pay amounts due under the Loan Agreement in full, such possession shall be as tenant of Mortgagee and Mortgagor agrees to pay monthly in advance to Mortgagee such rent for the Apartment as Mortgagee may demand, and in default of so doing Mortgagor may also be dispossessed by summary proceedings or otherwise.

## 2. COVENANTS. Mortgagor covenants and agrees as follows:

A. **Amendments to Proprietary Lease.** Mortgagor shall not, without the written consent of Mortgagee, agree to any amendment or other change to the Proprietary Lease not applicable to all other apartments located in the Building.

B. **Payment of Amounts Due.** Mortgagor shall pay when due (a) the principal of and interest on the indebtedness evidenced by the Loan Agreement, and (b) all other Obligations. Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed and observed as provided herein or in the Loan Agreement or the other Agreements, and this Mortgage shall secure such payment, performance and observance.

C. **Obligations Under Proprietary Lease.** Mortgagors shall perform all of its obligations under the Proprietary Lease and all other Obligations.

D. **Liens.** Except as otherwise expressly provided herein or in the Recognition Agreement, Mortgagor shall not create or suffer to permit any mortgage, lien, charge, or encumbrance to attach to the Apartment, whether such lien or encumbrance is inferior, of equal priority, or superior to the lien of this Mortgage, except (i) assessments not due or delinquent; and (ii) any mortgage lien on the entire building in which the Apartment is located granted and recorded before this Agreement was signed.

E. **Insurance Coverage.** Mortgagor, at its own expense, will insure and keep insured, including during any construction and thereafter, all of the improvements now or hereafter included within the Apartment, and each and every part and component thereof, against such perils and hazards as Mortgagee may from time to time require, and in any event including:

(i) During construction (if any), an all-risks package of builder's risk insurance, including owner's, contractor's, and employer's liability insurance, workmen's compensation insurance, and physical damage insurance;

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

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(ii) Casualty insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as Mortgagee may reasonably require, in amounts equal to not less than one hundred (100%) percent of the full replacement value of the Apartment; and

(iii) Public liability insurance against bodily injury and property damage with such limits as Mortgagee may reasonably require from time to time.

F. **Insurance Policies.** All policies of insurance to be maintained and provided as required by Section E above shall be with companies and in form and amounts reasonably satisfactory to Mortgagee, in its reasonable opinion, and all policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to and in form satisfactory to Mortgagee, and shall provide that such insurance may not be cancelled or altered as to Mortgagee without at least 30 days prior written notice to Mortgagee. If requested, Mortgagor will deliver all policies and certificates of insurance, including additional and renewal policies to Mortgagee and, in case of insurance policies about to expire, Mortgagor will deliver renewal policies not less than thirty (30) days before the respective dates of expiration.

G. **Proceeds of Insurance.** Mortgagor will give Mortgagee prompt notice of any damage to or destruction of the Apartment, and

(i) In case of loss in an amount of \$25,000 or more covered by policies of insurance, Mortgagee (or, after the entry of a decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of Mortgagor (and Mortgagor hereby agrees that Mortgagee shall have no liability to Mortgagor related to such adjustment except for Mortgagee's willful misconduct), or (ii) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss; and provided that in any case Mortgagee shall, and is hereby authorized to, collect and give a receipt for any such insurance proceeds; and the expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be an Assumed Obligation and shall be reimbursed to Mortgagee upon demand.

(ii) In the event of any insured damage to or destruction of the Apartment or any part thereof in an amount of \$25,000 or more (*herein called an "Insured Casualty"*), and (a) in the reasonable judgment of Mortgagee the Apartment can be restored to an economic unit not less valuable than the same was before the occurrence of the Insured Casualty and adequately securing the outstanding balance of the Obligations, and (b) the Lease has not been cancelled or terminated, then, if no "Event of Default" (as defined in Article 3 of this Mortgage), and no event that with the giving of notice or the mere passage of time or both would become an Event of Default, shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse Mortgagor for the cost of restoring, repairing, replacing, or rebuilding the Apartment or part thereof subject to the Insured Casualty. Mortgagor hereby covenants and agrees to promptly commence and diligently to prosecute such restoring, repairing, replacing, or rebuilding; provided, always, that Mortgagor shall pay all costs of such restoring, repairing, replacing, or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof.

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(iii) In the event that proceeds of insurance, if any, shall be made available to Mortgagor for the restoring, repairing, replacing, or rebuilding of the Apartment, Mortgagor hereby covenants to restore, repair, replace, or rebuild the same, to be of at least equal value and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by Mortgagee.

**H. Condemnation.** Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Apartment taken or damaged under the power of eminent domain or by condemnation, including any payments made in lieu of or in settlement of a claim or threat of condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Obligations then most remotely to be paid, whether due or not, or require Mortgagor to restore or rebuild the Apartment, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of such rebuilding or restoring. If (a) in the reasonable judgment of Mortgagee the Apartment can be restored to an economic unit not less valuable than the same was before the condemnation and adequately securing the outstanding balance of the Obligations, and (b) the Lease has not been terminated by the Company, the award shall be used to reimburse Mortgagor for the cost of restoration and rebuilding, provided, always, that no Event of Default, and no event that with the giving of notice or the mere passage of time or both would become an Event of Default, has occurred and is then continuing. If Mortgagor is required or permitted to rebuild or restore the Apartment as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by Mortgagee. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such costs in excess of the award before being entitled to reimbursement out of the award. Any surplus that may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the Obligations then most remotely to be paid, or be paid to any other party entitled thereto. No interest shall be allowed to Mortgagor on account of any award held by Mortgagee.

**I. Mortgagor's Duty to Perform.** Mortgagor shall have full responsibility for the performance of all of the Obligations, and Mortgagee shall have no responsibility whatsoever under the Agreements or otherwise and shall under no circumstances be deemed the lessee of the Apartment for any purpose. Mortgagee may, at its option, perform on behalf of Mortgagor any Obligation in order to prevent a default under the Agreements or an Event of Default, but Mortgagee under no circumstances shall be obligated to do so. In the event Mortgagee performs any Obligation, any payments and the costs and expenses of performance, together with interest thereon at the maximum legal rate, shall be payable to Mortgagee by Mortgagor on demand and the payment thereof shall be secured by this Lease Mortgage. Mortgagee's performance of any Obligation shall in no event constitute a waiver by Mortgagee of any default or Event of Default arising from Mortgagor's failure to perform.

**J. Inspection of Apartment.** Mortgagee shall have the right to inspect the Apartment and all books, records, and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

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**K. Taxes and Fees.** Mortgagor shall pay all stamp taxes, recording fees, and other charges resulting from the execution, delivery, and recording of this Mortgage or any of the other Agreements.

**L. Restrictions on Transfer.** Except as otherwise expressly provided in the Recognition Agreement, it shall be an Event of Default hereunder and the Obligations shall be immediately due and payable (to the extent permitted by law) if, without the prior written consent of Mortgagee, Mortgagor shall create, effect, consent to or suffer, or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Apartment or any part thereof or interest therein, in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law, or otherwise; provided that this Section 2L shall not apply to (i) liens in favor of Mortgagee or the Company securing the Obligations, (ii) any mortgage liens on the entire Building granted and recorded before this Agreement was signed, and (iii) any transfers of the Apartment, or part thereof, or interest therein, or any beneficial interests, or shares of stock, as the case may be, in Mortgagor or any beneficiary of a trustee mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives or committee.

**M. Occupancy By Mortgagee.** Mortgagee agrees with Mortgagor, for the benefit of the Company, that in accordance with the terms of the Proprietary Lease, Mortgagee shall have no right to occupy the Apartment without the previous consent of the Company as provided in the Proprietary Lease.

**N. Financial Statements.** Mortgagor shall provide Mortgagee, from time to time as requested by Mortgagee or as such documents are received by Mortgagor, (i) copies of the annual budget and financial statements for the Company and the Building, (ii) copies of all proposed or enacted revisions to the Proprietary Lease, the by-laws of the Company or the other agreements governing the relationship between Mortgagor and the Company, and (iii) personal financial statements of Mortgagor, certified by Mortgagor to be true, correct and complete in all material respects.

**O. Further Assurances.** Mortgagor shall perform all acts and obtain, procure, execute or deliver, all writings, instruments and other assurances that Mortgagee may at any time reasonably request to evidence, protect or enforce Mortgagee's or Mortgagor's interests arising from the Agreements.

**3. DEFAULT.** Each of the following events shall be an "Event of Default":

**A. Failure to Perform.** A failure to perform any of the Obligations or to comply with the by-laws of the Company, or the occurrence of any of the events of default specified in the Agreements which remains uncured upon the expiration of any applicable grace or cure period therefor.

**B. Misrepresentation.** Any representation or warranty made by Mortgagor in the Agreements shall prove to have been incorrect in any material respect when made.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of the Court

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

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[Name]

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C. **Acceleration of Another Debt.** Any obligation of more than \$50,000 of Mortgagor (other than an obligation secured hereby) for the payment of borrowed money becomes or is declared by a lender to be due and payable prior to the expressed maturity thereof.

D. **Bankruptcy of Mortgagor or Company.** In the event (i) Mortgagor or the Company (a) makes an assignment for the benefit of creditors, (b) files a petition in bankruptcy, (c) is adjudicated insolvent or bankrupt, (d) petitions or applies to any court, agency or other authority for any receiver or trustee for Mortgagor or the Company or of all or any substantial part of Mortgagor's or the Company's property, or (e) commences any proceeding under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (ii) there is commenced against Mortgagor or the Company any such proceeding which remains undismissed for a period of 30 days; or (iii) Mortgagor or the Company, by any act or omission, indicates Mortgagor's or the Company's consent to or approval of or acquiescence in any such proceeding or the appointment of any receiver or trustee for him or it or of all or any substantial part of Mortgagor's or the Company's property, or offers any such receivership or trusteeship to continue undischarged for a period of 30 days.

E. **Termination of the Lease.** A notice of termination and/or cancellation of the Lease is given by the Company to Mortgagor.

F. **Subletting of the Apartment.** Mortgagor assigns or offers to assign the Proprietary Lease, or sublets or offers to sublet the whole or any part of the Apartment, without the prior written consent of Mortgagee.

G. **Reletting by Company.** The Company shall issue to any other person or entity shares of its capital stock and in connection therewith shall enter into a lease or other agreement purporting to grant to such other person or entity the right to occupy the Apartment or any portion thereof without the prior written consent of Mortgagee.

H. **Default of Company.** A default by the Company in the performance of any of its obligations under any note, mortgage, security agreement, lease or indenture relating to any substantial part of the Company's property or assets which remains uncured upon the expiration of any applicable grace or cure period therefor.

I. **Dissolution of the Company.** The shareholders of the Company shall authorize or approve the sale of the Company's property or the dissolution or liquidation of the Company.

J. **Abandoned Apartment.** The Apartment shall become abandoned.

K. **Condemnation of or Casualty to the Building.** The Building is taken in condemnation proceedings or sustains damage by fire or other casualty resulting in the termination of the Lease;

L. **Death of Mortgagor.** The death of Mortgagor (of if Mortgagor is more than one person, the death of any one of the persons comprising Mortgagor,

K. **Transfer.** Transfer of the Apartment in violation of Section 2L hereof.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Deputy Clerk of Cook County, Illinois

\_\_\_\_\_  
Deputy Clerk of Cook County, Illinois

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Deputy Clerk of Cook County, Illinois

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Deputy Clerk of Cook County, Illinois

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In the event that Mortgagor is an occupant of the Apartment, Mortgagor agrees to surrender the possession of the Apartment to Mortgagee immediately upon any default hereunder upon demand by Mortgagee. After default and demand Mortgagor further gives Mortgagee the right to have all Mortgagor's personal effects and furniture removed from the Apartment and any storage areas and stored, and to have all locks changed, all at Mortgagor's expense. In the event storage charges are not paid, Mortgagor acknowledges that the items stored may be sold by the warehouseman.

If any Event of Default occurs, subject to Section 2M, Mortgagee shall have the right, acting itself or through an agent or trustee, to enter into and upon the Apartment and take possession thereof, to lease the Apartment or any portion thereof to any person, and to collect the rents, issues and profits of the Apartment. The net income, after allowing a reasonable fee for the collection thereof and for the management of the Apartment, may be applied to the payment of taxes, insurance premiums and other charges applicable to the Apartment, or in reduction of the Obligations as Mortgagee may elect; the rents, issues and profits of and from the Apartment are hereby specifically pledged to secure the payment of such amounts.

If any Event of Default occurs, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurance with respect to title, as Mortgagee may deem necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Apartment. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Apartment and the maintenance of the lien of this Mortgage, including the fees of attorneys employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Obligations, or the Apartment, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be additional indebtedness hereby secured and shall be immediately due and payable by Mortgagor, with interest thereon at the rate set forth in the Note per annum until paid.

Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Apartment. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Apartment or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Apartment during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Apartment during the whole of said period.

The Proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: **first**, on account of all costs and expenses incident to the foreclosure proceedings; **second**, to any of the Obligations in such order as Mortgagee may elect in its sole discretion; and **third**, any remaining amounts to Mortgagor and its successors or assigns, as their rights may appear.

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In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that Mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditors. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagor for prepaid premiums thereon.

Mortgagor hereby covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption, extension, or moratorium law now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Apartment, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Apartment subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of the Illinois Revised Statutes.

The waiver in any one instance of any of the terms or provisions hereof, or of the Note accompanying the same, shall apply to the particular instance at the particular time only, and shall not be deemed a continuing waiver, but all the terms, covenants and agreements of this Mortgage, and the Note accompanying same, shall survive and continue to remain in full force and effect.

4. **NOTICES.** All notices, demands and communications given or made hereunder or pursuant to the Agreements shall be in writing and shall be delivered or mailed by registered or certified mail with postage prepaid, or telegraphed, addressed to Mortgagor at the address set forth under Mortgagor's signature below, and addressed to Mortgagee at 50 South LaSalle Street, Chicago, Illinois 60675, Attention: Division Head, Real Estate Mortgage Division, or such other addresses as may hereafter be designated in writing, and shall be deemed to have been given or made when so delivered, mailed or telegraphed.

5. **MISCELLANEOUS.** No waiver shall be deemed to have been made by any party of any of its or his rights or remedies hereunder unless such waiver is in writing and signed by such party. No executory agreement shall be effective to modify this Mortgage unless such executory agreement is in writing and signed by the party to be charged. No failure on the part of Mortgagee to exercise, and no delay in exercising, any or all rights or remedies under the Agreements shall operate as a waiver thereof, nor shall any single or partial exercise by Mortgagee of any such right or remedy preclude any other or future exercise thereof or the exercise of any other right or remedy. This Mortgage cannot be changed, terminated or discharged orally. In the event of any conflict between the terms of this Mortgage and the terms of the Recognition Agreement, the terms of the Recognition Agreement shall control.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

In testimony whereof, I have hereunto set my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

Witness my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

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As used herein, the term "Mortgagor" shall mean either or both of the persons named as Mortgagor if more than one person is Mortgagor indicated as Mortgagor above, and shall include his, her or their agents, successors, assigns, designees, heirs, executors, administrators and legal representatives; in the event more than one person is named as Mortgagor, the Obligations of such persons shall be joint and several.

Each party to this Mortgage hereby releases and waives all rights under and by virtue of the homestead exemption laws of Illinois.

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor and Mortgagee.

Mortgagor:

X Richard W. Durkes  
Richard W. Durkes

X Clementina V. Durkes  
Clementina V. Durkes

Address for notice:  
6 E. Scott, Apt. 6  
Chicago, Illinois 60610

I hereby release and waive any and all rights under and by virtue of the homestead exemption laws of Illinois.

\_\_\_\_\_  
Spouse of Mortgagor

Mortgagee:

THE NORTHERN TRUST COMPANY

By: [Signature]  
Its: [Signature]

Attest: [Signature]  
Its: [Signature]

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STATE OF ILLINOIS )  
                          ) ss  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April,  
1993 by Richard W. Durkes and Clementina V. Durkes



Grace S. Hanania  
Notary Public

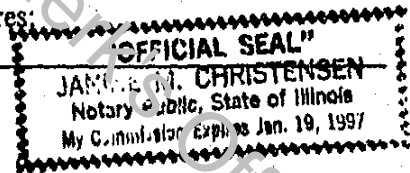
My commission expires: 5-28-94

STATE OF ILLINOIS )  
                          ) ss  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April,  
1993 by Thomas Nichel and Walter Stephen, the  
2<sup>nd</sup> V. P. and Asst. Sec. of The Northern Trust Company, an  
Illinois banking corporation on behalf of the corporation.

Jeanne M. Christensen  
Notary Public

My commission expires:



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EXHIBIT A  
TO COOPERATIVE APARTMENT LEASEHOLD MORTGAGE  
DATED APRIL 16, 19 93

Apartment Mortgaged: Apartment 6

Legal Description:

Lot Nine (9) in Block Five (5) in Stone's Subdivision of Astor's Addition to Chicago, in Section Three (3), Township Thirty-Nine (39) North, Range Fourteen (14), East of the Third Principal Meridian.

Street Address:

6-12 E. Scott St.  
Chicago, Illinois 60610

Permanent Real Estate Index Number:

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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RECORDED