

THIS MORTGAGE IS SUBJECT TO AND SUBORDINATE TO THE LIEN OF MORTGAGE DATED 7-2-94
IN THE AMOUNT OF \$192000.00 AND RECORDED AS DOCUMENT NUMBER 94624462

UNOFFICIAL COPY

SECOND MORTGAGE

94624463

THIS INDENTURE, made July 2, 1994, between JULIE G. WILLIAMSON, married to Lyle R. Williamson ("Mortgagor"), and FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, an Illinois banking corporation (herein referred to as "Mortgagee") witnesseth:

THAT WHEREAS Mortgagor has concurrently herewith executed a First Mortgage Note (herein referred to as the "Note") bearing even date herewith in the principal sum of ONE HUNDRED EIGHTY THREE THOUSAND AND NO/100 DOLLARS (\$183,000.00) made payable to Mortgagee and delivered, in and by which Note Mortgagor promises to pay on or before AUGUST 1, 1999 the said principal sum with interest as set forth in the Note.

All such payments on account of the indebtedness evidenced by said Note are to be first applied to interest on the unpaid principal balance and the remainder to principal, all of said principal and interest being made payable at the principal office of the Mortgagee in Park Ridge, Illinois.

NOW THEREFORE, the Mortgagor to secure the payment of said Note in accordance with its terms and the terms provisions and limitations of this Mortgage and all extensions, modifications, and renewals thereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

LEGAL DESCRIPTION RIDER ATTACHED "EXHIBIT A"

PERMANENT INDEX NUMBER: 17-04-218-027 and 17-04-218-042

COMMON ADDRESS: 1340 N. State Parkway, Unit 3S, Parking Spaces // and 8, Chicago, Illinois

Mortgagor also hereby grants to the Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This mortgage is subject to all rights, easements, covenants, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein,

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, thereon situate and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded

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4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises intact except losses or damage by fire, lightning and such other risks and hazards that are insurable under the present and future

3. Mortgagor shall immediately pay, when first due and owing, all general taxes, special taxes, special assessments, when first due and owing, all other charges which may be levied against the premises, and to furnish payment thereof.

2. Mortgagor shall (1) promptly repair, maintain or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims; or listen not expressly but contracted to the lessor; (3) pay when due any interest, penalties which may be accrued by a lessor or charge on the premises supererogatory to the lease; (4) compensate his lessee for any inconvenience of the disturbance or hindrance now or heretofore; (5) comply with all regulations now or heretofore made by law or municipal ordinances in the premises except as required by law or ordinance.

1. Mortgagor shall promptly pay when due without set-off, recoupment, or deduction, the principal and interest on the indebtedness evidenced by the Note and any late charges as provided in the Note.

In addition, the Mortgagor covarante with the Mortgagee as follows:

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagor, its successors and assigns, forever, for the purposes herein set forth, and for the security of the said obligations hereinafter mentioned, whereof heretofore described before witness and by virtue of the Homeestead Exemption Laws of the State of Illinois, which set out rights and benefits under and by virtue of the said Mortgagor does hereby expressly release and waive.

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forms of all-risk insurance policies providing for payment by the insurance companies of moneys sufficient to pay the greater of either the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagor, under insurance policies payable, in case of loss or damage, to Mortgagor, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagor, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagor. If the insurance policies referenced herein contain a co-insurance clause or provision, Mortgagor agrees to maintain insurance coverage which is at all times in compliance with said clause or provision.

Mortgagor shall furnish Mortgagor with evidence satisfactory to Mortgagor that flood insurance is in effect if Mortgagor has failed to demonstrate to Mortgagor that the premises are not located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards.

5. In case of loss by fire or other casualty, the Mortgagor (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (i) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (ii) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagor is authorized to collect and receipt for any such insurance money. In the event Mortgagor elects to apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagor, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest thereon, fees and charges, Mortgagor may, at its sole election, declare the entire unpaid balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

In the event Mortgagor elects to permit such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the building and improvements on the premises, such funds will be made available for disbursement by Mortgagor.

In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagor being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractor's sworn statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to Mortgagor which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be satisfactory to Mortgagor. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagor prior to the commencement of any such repair or rebuilding. At all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagor shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

6. In addition to the monthly payments required under the Note, when requested by Mortgagor, Mortgagor shall pay to the Mortgagor monthly at the time

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8. The Mortgagee making any payment thereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate of such from the appropriate public office without injury into the accuracy of such bill, statement or estimate of any tax, assessment, or abatement, or claim therefore, tax liable or liable otherwise, shall be liable to the party making the payment.

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an assignment for the benefit of creditors, becomes insolvent or becomes unable to meet his obligations as they become due; or (e) immediately in the event of any levy or lien including, but not limited to, levies or liens arising from failure to pay any federal tax being filed against the Mortgagor or the premises; or (f) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor contained herein or in any other agreement of the Mortgagor with the Mortgagee.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, 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 for sale all expenditures and expenses relating thereto which may be paid or incurred by or on behalf of Mortgagee, including but not limited to attorneys' fees, Mortgagee's fees, appraiser's fees, broker's commissions, advertising expenses, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate stated in the Note (unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law), when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

12. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not during the pendency of such foreclosure suit and the Mortgagee may be appointed as such receiver. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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19. This Mortgage and all provisitions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage, and any holder of the Note or this Mortgage, and any holder of the Note or this Mortgage, and any holder of the Note or this Mortgage, and any holder of the Note or this Mortgage.

18. Mortgagee shall release this Mortgage and the Lien created by proper instrument upon presentation of satisfaction evidence that a balance due by this Mortgagee has been fully paid. Mortgagor agrees also to pay a reasonable fee prior to issuance of the release check.

17. Mortgagee has no duty to examine the title, location, extant encumbrance, or condition of the premises, nor any power to exercise any power herein given.

16. In case the Premises, or any part thereof, shall be taken by eminent domain or condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damage to any property not taken and all compensation so received shall be forthwith applied by the Mortgagor as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or their assigns.

14. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. No action for the enforcement of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

CITY: CHICAGO
TAX NUMBER: 17-04-218-021-000

COUNTY COOK

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LEGAL DESCRIPTION:

PARCEL A: UNIT NUMBER 3 SOUTH IN 1340 N STATE PARKWAY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

SOUTH 27 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4 IN ASSESSORS DIVISION, OF LOT 8 IN BRONSON'S ADDITION TO CHICAGO; ALSO THAT PART OF THE NORTH 25 FEET OF LOT 7 IN BRONSON'S ADDITION TO CHGO LYING EAST OF THE EAST LINE OF THE SOUTHERLY EXTENSION OF LOT 5 IN ASSESSOR'S DIVISION OF LOT 8 IN BRONSON'S ADDITON AFORESAID; PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND THE RIGHT TO MAINTAIN THEREON THE EXISTING FENCE, INCLUDING GATEWAYS BORDERING THE FOLLOWING DESCRIBED LAND: THE SOUTH 23 FEET LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 5 IN ASSESSOR'S DIVISION OF LOT 8 OF BRONSON'S ADDITION TO CHICAGO EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART DEDICATED BY DOCUMENT NUMBER 132784, AND THE NORTH 23 FEET OF THE PUBLIC ALLEY DEDICATED BY DOUCMENT 132784 (NOW VACATED) LYING NORTH OF THE SOUTH LINE OF THE NORTH 25.0 OF LOT 7 AS SET FORTH IN INSTRUMENTS RECORDED AS DOCUMENT 21266392 AND 21289644; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94552842, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL B: THE RIGHT TO THE USE OF P-8 AND P-9, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 94552842.

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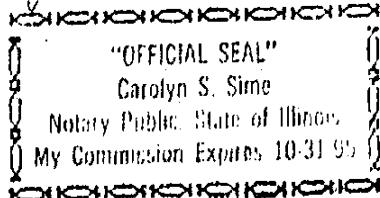
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that Julie G. Williamson, married to Lyle R. Williamson, who is personally known to me to be the same persons whose names 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 own free and voluntary act for the uses and purposes therein set forth.

Julie, 1994 Given under my hand and official seal, this 11th day of

Carolyn S. Sime

Notary Public



THIS INSTRUMENT PREPARED BY AND DELIVERED TO:
Carolyn S. Sime, Asst. Vice President
FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE
607 W. Devon Avenue,
Park Ridge, Illinois 60068

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20. In the event of the passage after the date of this mortgage of any law changing in any way the laws now in force for the taxation of such debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Bank, then and in such event Mortgageor shall pay the full amount of such taxes.

21. To the full extent permitted by law, Mortgageor shall note and will not at any time apply for or in any manner attempt to claim or avail itself of any homestead, apprenticeship, valuation, or so-called "mortacuum laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or collection of this mortgage, but hereby waives the benefit of such laws. To the fullest extent permitted by law, Mortgageor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the Note to the State of Illinois. In the event any court having jurisdiction to foreclose upon the Note, conflict with said law, such conflict shall not affect any other provision of this Note.

22. This mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of this mortgage, or any note or regularized purCHASE, to the terms hereof shall be in writing and shall be given or required, demand, request or other communication directed to be given or required, to the terms hereof on or before the second (2nd) day following the date of this note, unless otherwise provided in the Note.

23. Any note, demand, request or other communication directed to be given or required, to the terms hereof shall be deemed voidable, if the same is given when personal property served or on the second (2nd) day following the date of this note, unless otherwise provided in the Note.

24. The rights and remedies of Mortgagee under this mortgage are cumulative and are in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Note or any other instrument of any character of any provision, whether as agent, modifiation or discharge, for any purpose.

25. The Mortgage shall not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Mortgagee, except only by an instrument in writing and signed by the party against whom enforcement of any instrument in writing and signed by the party against whom enforcement of any provision hereof is sought.

26. Mortgagor, at its expense, will execute, acknowledge and deliver such instruments as take such action as Mortgagee from time to time may reasonably require to carry out the intent and purpose of this mortgage.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 2nd day of July, 1994 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1340 N. State Parkway, Unit 3S, Parking Spaces A and B, Chicago, IL 60610
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: The 1340 State Parkway Condominium Association

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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 from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Jillie G. Williamson

(Seal)

Borrower

Lyle R. Williamson

(Seal)

Borrower

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