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MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on January 27, 1994. The mortgagor is Calumet Unit No. 2, Inc., an Illinois corporation ("Corporation") and Calumet Business Center, an Illinois Limited Partnership ("Partnership"; Corporation and Partnership are collectively called "Borrower"). This Security Instrument is given to Independence Bank of Chicago, which is organized and existing under the laws of Illinois, whose address is 7936 South Cottage Grove Avenue, Chicago, Illinois 60619 ("Lender"). Partnership owes Lender the principal sum of One Million Four Hundred Eighty Thousand and No/100 Dollars (U.S. \$1,480,000.00). This debt is evidenced by Partnership'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 February 1, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 Partnership's covenants under the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

See Legal Description Rider Attached Hereto As Exhibit A

PIN: 25-11-211-010, 25-11-211-012, 25-11-212-008

which had the address of Building 6, Calumet Business Center, 1400 + East 97th Street, Chicago, Illinois 60628 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oils 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"; AND

TOGETHER WITH a certain Lease made by the Corporation to the Partnership, a Memorandum thereof having been recorded June 21, 1984 as Document No. 2714038, demising the land for a term of years beginning June 20, 1984 and ending June 19, 2009, and all rights thereunder, but excluding any rights of the Corporation as Lessor in and to the security deposit held by the Corporation under such lease.

BORROWER COVENANTS that Borrower is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and a junior encumbrance to be made to LaSalle National Bank.

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.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Partnership 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.** Subject to applicable law or to a written waiver by Lender, Partnership 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 the yearly taxes and assessments

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which may attain priority over this Security Instrument. 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 the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for the holding and applying the Funds, analyzing the account or verifying the escrow items, in the manner hereinafter described unless Lender pays Partnership interest on the Funds and applicable law permits Lender to make such a charge. Partnership 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. Upon delivery to Lender of a tax bill, Lender will deliver to Borrower a check payable to the Cook County Collector in the amount of the required payment (provided funds in the escrow are sufficient and there are no defaults under the Note or Mortgage. Thereupon Borrower shall promptly deliver said check to the Cook County Collector.

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 and 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, if any; 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) secured 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.

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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 terms "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 reasonably 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, or, in the case of blanket policies, copies of policies and renewals. If Lender agrees, Borrower may deliver certificates of insurance. 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 security 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 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 Right 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), the 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 from Lender to Borrower requesting payment.

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.

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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 fractions: (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 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. The 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 when 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 provisions 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.

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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 9810 South Dorchester Avenue, Chicago, Illinois 60628 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 this Security Instrument.

17. Transfer of the Property or a Beneficial Interest of Borrower. If all or any part of the property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less at market rates and not containing an option to purchase, Lender may, at Lender's option, require immediate payment in full of all sums secured by this Security Instrument, provided that lease as described with a longer term approved by Lender shall not be a basis for default and Lender shall not unreasonably withhold its consent. 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. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed with which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of such period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Rights 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 not 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.

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 30 day period provided for a cure will be extended for the period reasonably necessary to effect such cure for a non-monetary default which reasonably requires in excess of 30 days for

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cure, if the Borrower commences such cure within 30 days and prosecutes such cure with due diligence. 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) the 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 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 attorneys' fees and costs of title evidence.

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 appointed 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.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Waiver of Right of Redemption. The Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on his, her or its own behalf and, to the extent applicable, on behalf of the trust estate and all persons beneficially interested and of each and every person, except judgment creditors of the Borrower, in its representative capacity and of the trust estate, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

24. Personal Liability: The Corporation shall have no personal liability for any obligation under this instrument; the Partnership and the general partners of the Partnership shall have no personal liability except as expressly provided for in the Note secured by this instrument.

25. 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 of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Protective Covenants Rider

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

ATTEST:

BY:

Paul Hepp
Secretary

CALUMET UNIT NO. 2, INC., an Illinois corporation, Borrower

By:

John P. Brannon (SEAL)
Vice President

CALUMET BUSINESS CENTER, an Illinois Limited Partnership

By:

Paul D. Rubacha
Paul D. Rubacha, General Partner

By:

Richard A. Morton
Richard A. Morton, General Partner

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ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made January 27, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Independence Bank of Chicago (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at Building 6, Calumet Business Center, 1500 East 97th Street, Chicago 60628.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES: The Note has an "Initial Interest Rate" of 6.0%. The Note interest rate may be increased or decreased on the 1st day of the month beginning February 1, 1997 and on that day of the month every 36 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the 3 Year United States Treasury Bond Yield.

There is no maximum limited on change in the interest rate at any Change Date.

The new interest rate on each Change Date shall be the index plus 150 basis points (e.g. If index is 5%, the new interest rate will be 6.5%).

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES: It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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 the Borrower.

C. PRIOR LIENS: If Lender determines that all or part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY: If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

ATTEST:

By: [Signature]
Secretary

Calumet Unit No. 2, Inc., an Illinois corporation, Borrower

By: [Signature] (SEAL)
Vice President

Calumet Business Center, an Illinois Limited Partnership

By: [Signature]
Paul D. Rubacka, as general partner

By: [Signature]
Richard A. Morton, as general partner

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PROTECTIVE COVENANTS RIDER TO MORTGAGE ON
BUILDING 6, CALUMET BUSINESS CENTER,
1500 EAST 97TH STREET, CHICAGO, ILLINOIS
SUBJECT TO PROTECTIVE COVENANTS
DATED JANUARY 27, 1994

THIS RIDER is made this January 27, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to INDEPENDENCE BANK OF CHICAGO (the "Lender") of the same date and covering the Property described in the Mortgage and located at Building 6, Calumet Business Center, 1500 East 97th Street, Chicago, Illinois.

The Property is subject to a Declaration and Grant of Easement of Private Easements and Protective Covenants dated February 1, 1981 and recorded as Document No. 25817706 and governed by an owners association. If the owners association or entity which acts for the Condominium (the "Owners Association") holds title to property for the benefit or use of its members or shareholder, the Property also includes Borrower's interest in the owners association and the uses, proceeds and benefits of Borrower's interest.

In addition to the covenants and agreements made in the Mortgage, Borrower further covenants and agrees as follows:

1. **Declaration Obligations:** Borrower shall perform all of Borrower's obligations under the Declaration Documents. The "Documents" are the (a) Declaration or any other document which creates the Declaration Project; (b) by-laws; (c) code of regulations; and (d) other equivalent documents (the "Constituent Documents"). Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

2. **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 amount, for the periods, and against the hazard Lender requires, including fire and hazards included within the term "extended coverage", then Borrower's obligation 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 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.

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

4. **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:

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

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

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

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

6. Remedies: If Borrower does not pay Declaration dues, assessments or other charges when due, the Lender may pay them. Any amounts disbursed by Lender under this Section 6 shall become additional debt to Borrower secured by the Mortgage. 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.

Borrower hereby accepts and agrees to the terms and provisions contained in this Rider.

ATTEST:

By: [Signature]
Secretary

Calumet Unit No. 2, Inc., an Illinois corporation, Borrower

By: [Signature] (SEAL)
Vice President

Calumet Business Center, an Illinois Limited Partnership

By: [Signature]
Paul D. Rubacha, as general partner

By: [Signature]
Richard A. Morton, as general partner

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PARCEL 1:

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF THE NORTH 810 FEET, EAST OF THE PULLMAN RAILROAD, WEST OF THE WEST LINE OF SOUTH DOTY AVENUE, MORE FULLY DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT 804.24 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 11 AND 165 FEET WEST, AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION, SAID POINT BEING ON THE WEST LINE OF SOUTH DOTY AVENUE, AS PER CONDEMNATION IN COURT CASE 60 'C' 15591, RUNNING THENCE SOUTH ALONG THE SAID WEST LINE OF SOUTH DOTY AVENUE, BEING PARALLEL WITH THE AFORESAID EAST LINE OF SECTION 11, A DISTANCE OF 311 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE, A DISTANCE OF 935 FEET TO A POINT WHICH IS 1100 FEET WEST OF THE EAST LINE AND 1121 FEET SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE CONTINUING WEST ALONG AFORESAID LINE, A DISTANCE OF 705.12 FEET TO A POINT 60 FEET EAST OF THE EAST LINE OF THE PULLMAN RAILROAD COMPANY'S RIGHT OF WAY AS PER DOCUMENT NO. 5803329; THENCE NORTH PARALLEL WITH THE SAID RIGHT OF WAY LINE, A DISTANCE OF 314.69 FEET TO A LINE DRAWN PARALLEL WITH AND 810 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 703.24 FEET TO A POINT ON THE WEST LINE OF THE EAST 1100 FEET OF THE SAID NORTHEAST 1/4 OF SECTION 11; THENCE CONTINUING EAST AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST 1100 FEET OR AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 11, A DISTANCE OF 935 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WEST 66 FEET OF THE EAST 1546 FEET OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 810 FEET AND NORTH OF A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF THE EAST 1100 FEET OF SAID SECTION 11, AT A POINT 1121 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN PARALLEL WITH AND 1480 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 810 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11, RUNNING THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 312.99 FEET TO A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF THE EAST 1100 FEET AT A POINT 1121 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE WEST ALONG LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 66 FEET; THENCE NORTH ALONG A LINE DRAWN PARALLEL WITH AND 1546 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 313.34 FEET TO A LINE PARALLEL WITH AND 810 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 66 FEET MORE OR LESS TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1, AS FOLLOWS:

(A) FOR USE, MAINTENANCE, REPAIR, REPLACEMENT AND RENEWAL OF A SEWER MAIN AS NOW ESTABLISHED ON, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED LAND: SAID SEWER LINE COMMENCING AT A POINT APPROXIMATELY 1033 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, SAID POINT ALSO BEING APPROXIMATELY 1472 FEET WEST OF THE EAST LINE OF SAID SECTION 11; THENCE SOUTH ALONG A LINE PARALLEL WITH AND APPROXIMATELY 1472 FEET WEST OF THE EAST LINE OF SAID SECTION 11, A DISTANCE OF 1623.57 FEET MORE OR LESS TO ITS INTERSECTION WITH THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF SAID SECTION 11, TO WHERE IT ENTERS AN EXISTING SEWER OF THE CITY RUNNING EAST AND WEST ACROSS SAID LAND (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) CONTAINED IN AND GRANTED BY THE GRANT BY CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, A CORPORATION OF DELAWARE TO CALUMET INDUSTRIAL DISTRICT INC., A CORPORATION OF ILLINOIS, DATED MARCH 26, 1956 AND RECORDED JUNE 13, 1956 AS DOCUMENT 16608233

(B) FOR A RIGHT OF WAY FOR INGRESS AND EGRESS AND FOR A RIGHT OF WAY FOR LOCATION, CONSTRUCTION, OPERATION AND MAINTENANCE OF LIGHT, WATER, GAS, SEWER, TELEPHONE AND OTHERS PUBLIC UTILITY SERVICES; UPON, OVER AND UNDER THE FOLLOWING DESCRIBED PREMISES TO WIT: THE WEST 66 FEET OF THE EAST 1546 FEET OF THE NORTH 810 FEET OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 60 FEET THEREOF DEDICATED FOR THE SOUTH 1/2 OF EAST 95TH STREET; THE WEST 66 FEET OF THE EAST 1546 FEET OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 810 FEET AND NORTH OF A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF THE EAST 1100 FEET OF SAID SECTION 11 AT A POINT 1121 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE PARALLEL WITH AND 1480 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 810 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11, RUNNING THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 312.99 FEET TO A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF THE EAST 1100 FEET AT A POINT 1121 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE WEST ALONG LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 66 FEET; THENCE NORTH 1/4 OF SAID SECTION, A DISTANCE OF 313.34 FEET TO A LINE DRAWN PARALLEL WITH AND 810 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 66 FEET; MORE OR LESS TO THE POINT OF BEGINNING, CONTAINED IN AND CREATED BY THE GRANT FROM CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, A CORPORATION OF DELAWARE TO CALUMET INDUSTRIAL DISTRICT, INC., A CORPORATION OF ILLINOIS DATED MARCH 26, 1956 AND RECORDED JUNE 13, 1956 AS DOCUMENT 16608234, IN COOK COUNTY, ILLINOIS

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