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# UNOFFICIAL COPY

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## JUNIOR MORTGAGE

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THIS JUNIOR MORTGAGE (this "Mortgage"), is made as of this 19th day of November, 1996 from JOHN J. DOMBEK, JR. and PRISCILLA W. DOMBEK, husband and wife, with a mailing address of 1212 North Lake Shore Drive, Unit 13CN, Chicago, Illinois 60610 ("Mortgagor") to and for the benefit of LASALLE BANK NI, an Illinois banking corporation, whose address is 3201 North Ashland Avenue, Chicago, Illinois 60657-2107 ("Mortgagee").

DEPT-01 RECORDING \$47.50  
 T#5555 TRAN 4513 11/27/96 15:27:00  
 #2417 ÷ LM \*-96-905779  
 COOK COUNTY RECORDER

### WITNESSETH THAT:

47.50  
DP

WHEREAS, 9611 Associates, L.P., an Illinois limited partnership ("Borrower"), has executed and delivered to Mortgagee a promissory note payable to Mortgagee bearing even date herewith in the principal amount of One Million One Hundred Thirty Thousand and 00/100 Dollars (\$1,130,000.00) (said note and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor is referred to herein as the "Note") pursuant to which Borrower promises to pay said principal sum (or so much thereof as may be outstanding at the maturity thereof) on June 30, 1997, together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rate and at the times specified in the Note;

WHEREAS, Fracar Sheet Metal Mfg. Co., Inc., an Illinois corporation ("Fracar"), is the sole tenant of Borrower on the Real Estate (as such term is defined below);

WHEREAS, on or about July 31, 1996, Fracar executed and delivered to Mortgagee: (i) a certain Secured Revolving Promissory Note of even date herewith in the principal amount of \$1,000,000.00 made payable to Mortgagee; and (ii) a certain Secured Term Promissory Note of even date herewith in the principal amount of \$709,000.00 (together, the "Fracar Notes"), which

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**THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:**

**PERMANENT INDEX NUMBER**

Sharon Z. Letchinger  
 Miller, Shakman, Hamilton,  
 Kurtzon & Schlifke  
 208 South LaSalle Street  
 Suite 1100  
 Chicago, Illinois 60604

17-03-114-003-1051

**ADDRESS OF REAL ESTATE:**

1212 North Lake Shore Drive, Unit 13CN  
 Chicago, Illinois 60610

11-9602214-99

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Fracar Notes are collectively secured by (A) a Revolving and Term Loan and Security Agreement dated as of July 31, 1996 between Fracar and Mortgagee (the "Security Agreement") granting Mortgagee a security interest in the "Collateral" as defined therein; and (B) other instruments and documents (collectively, the "Fracar Loan Documents");

WHEREAS, pursuant to the Fracar Loan Documents, Fracar has granted Mortgagee a lien on its assets as collateral security for repayment of the Fracar Notes;

WHEREAS, Mortgagor has a financial interest in Fracar and Borrower and in Fracar having received the loans evidenced by the Fracar Notes (the "Fracar Loans") and in Borrower receiving the loan evidenced by the Note (the "Loan");

WHEREAS, Mortgagee is willing to make the Loan on the terms and conditions contained herein and in the Loan Documents and Fracar Loan Documents, including, without limitation, that the Loan be cross-defaulted and cross-collateralized with the Fracar Loans; and

WHEREAS, concurrently herewith, Fracar and Mortgagee are amending the Fracar Notes, Security Agreement and Fracar Loan Documents to provide, among other things, that the Fracar Loans be cross-defaulted and cross-collateralized with the Loan.

NOW, THEREFORE, Mortgagor, to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained and in the Note, that certain Mortgage and Security Agreement with Assignment of Rents of even date herewith given by Borrower on the Property as more particularly described therein, and any other instruments or documents securing the Note (the "Loan Documents"), and also in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY AND WARRANT unto Mortgagee and Mortgagee's successors and assigns, that certain parcel of real estate, lying and being in the City of Chicago, County of Cook, State of Illinois, and more particularly described in Exhibit "A" attached hereto and made a part hereof, which, with the property hereinafter described, is referred to herein as the "Premises".

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including, without limitation, screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by Mortgagor or her successors or assigns shall be considered as constituting part of the real estate.

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TO HAVE AND TO HOLD the Premises unto Mortgagee, and Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. The indebtedness hereby secured will be promptly paid as when the same becomes due.

2. Mortgagor will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this instrument and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be. At the time of delivery of these presents, the Mortgagor is well seized of an indefeasible estate in fee simple in the portion of the Premises which constitutes real property subject only to the matters set forth in Exhibit "B" attached hereto and hereby made a part hereof (the "Permitted Exceptions") which includes that certain Mortgage dated April 6, 1993 given by Mortgagor to Select-A-Loan, I/B/A Northern ("Senior Mortgage") as security for the indebtedness described therein (the "Senior Loan") and together with the matters set forth on Exhibit "B" attached hereto, and Mortgagor has good right, full power and lawful authority to convey, mortgage and create a security interest in the same, in the manner and form aforesaid; except as set forth in Exhibit "B" hereto, the same is free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances whatsoever, including the personal property and fixtures, security agreements, conditional sales contracts and anything of a similar nature, and the Mortgagor shall and will forever defend the title to the Premises against the claims of all persons whomsoever.

3. Subject to the obligations of the Condominium Association to which the Premises is subject (the "Association"), Mortgagor shall (a) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep said Premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, including any condominium assessments, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (e) comply with all requirements of law or municipal ordinances with respect to the Premises and use thereof; and (f) make no material alterations in the Premises except as required by law or municipal ordinance.

4. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts

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therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

5. Subject to the rights of Senior Mortgagee, at Mortgagee's request after an Event of Default, Mortgagor covenants and agrees to deposit with Mortgagee, commencing on the date of the next payment under the Note after such request and on the first day of each successive month thereafter, until the indebtedness secured by this Mortgage is fully paid, a sum equal to one-twelfth (1/12th) of the annual taxes and assessments (general and special) on the Premises (unless said taxes are based upon assessments which exclude improvements thereon now constructed or to be constructed, in which event the amount of such deposits shall be based upon Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). Any such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments (general and special, respectively), on the Premises next due and payable when they become due. Mortgagee may, at its option, itself pay such taxes and assessments when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor in a time and manner to allow for payment of such taxes and assessments prior to the due date. If the funds so deposited are insufficient to pay any such taxes and assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall within ten (10) days after receipt of demand therefor, deposit additional funds as may be necessary to pay such taxes and assessments (general and special). If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on the next due deposit or deposits.

6. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes, assessments, charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable thirty (30) days from the giving of such notice.

7. If, by the laws of the United States of America, or of any state having jurisdiction in the Premises, any tax is due or becomes due in respect of the issuance of the Note hereby secured, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee and Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note secured hereby.

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8. Subject to the obligations of the Association, Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional renewal polices, to Mortgagee, and in case of insurance about to expire, shall deliver renewal polices not less than ten (10) days prior to the respective dates of expiration.

9. a. In the case of any material damage to or destruction of any improvements on the Premises or any part thereof, Mortgagor shall promptly give notice thereof to Mortgagee generally describing the nature and extent of such damage or destruction. Material damage shall mean damages in excess of \$25,000.00.

b. Upon the occurrence of any damage to or destruction of any Improvements subject to the rights of Senior Mortgagee and provided Mortgagee permits the proceeds of insurance to be used for repairs, Mortgagor shall cause same to be restored, replaced or rebuilt as nearly as possible to their value, condition and character immediately prior to such damage or destruction. Such restoration, replacement or rebuilding shall be effected promptly and Mortgagor shall notify the Mortgagee if it appears that such restoration, replacement or rebuilding may be unduly delayed. Any amounts required for repairs in excess of insurance proceeds shall be paid by Mortgagor.

c. Net insurance proceeds received by the Mortgagee under the provisions of this Mortgage or any instrument supplemental hereto or thereto or any policy or policies of insurance covering any improvements on the Premises or any part thereof shall be applied by the Mortgagee at its option as and for a prepayment on the indebtedness secured hereby (whether or not the same is then due or otherwise adequately secured) or shall be disbursed for restoration of such improvements (in which event the Mortgagee shall not be obligated to supervise restoration work nor shall the amount so released or used be deemed a payment of the indebtedness secured hereby). If Mortgagee elects to permit the use of insurance proceeds to restore such improvements it may do all necessary acts to accomplish that purpose including advancing additional funds, all such additional funds to constitute part of the indebtedness secured by this Mortgage. If Mortgagee elects to make the insurance proceeds available to Mortgagor for the purpose of effecting such a restoration, or, following an Event of Default, elects to restore such improvements, any excess of insurance proceeds above the amount necessary to complete such restoration shall be applied as and for a prepayment on the Note. Any insurance proceeds to be released pursuant to the foregoing provisions may at the option of Mortgagee be disbursed from time to time as restoration progresses to pay for restoration work completed and in place and such disbursements shall be disbursed in such manner as Mortgagee may reasonably determine. Mortgagee may impose such further conditions upon the release of insurance proceeds (including the receipt of title insurance) as are customarily imposed

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by prudent construction lenders to insure the completion of the restoration work free and clear of all liens or claims for lien. All necessary and reasonable title insurance charges and other costs and expenses paid to or for the account of Mortgagee in connection with the release of such insurance proceeds shall constitute so much additional indebtedness secured by this Mortgage to be payable within five (5) days of demand and if not so paid shall bear interest at the Default Interest Rate (as defined in paragraph 28 hereof). Mortgagee may deduct any such costs and expenses from insurance proceeds at any time held by Mortgagee. No interest shall be payable to Mortgagor upon insurance proceeds held by Mortgagee.

d. Notwithstanding anything herein to the contrary, Mortgagee agrees that net insurance shall be made available for the restoration of the Premises if no Event of Default shall have occurred and be continuing hereunder or under any of the Loan Documents

10. In case of an Event of Default (as hereinafter defined), Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien of title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Event of Default hereunder on the part of Mortgagor.

11. Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

12. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms of the Note. At the option of Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) ten (10) days after a default in making payment of any installment of principal or interest on the Note; (b) when default shall occur and continue for thirty (30) days after written notice thereof from Mortgagee to Mortgagor in the performance of any other agreement of Mortgagor herein contained, provided that if such default cannot be cured with such thirty (30) day period and Mortgagor has instituted action to cure such default within such thirty (30) day period and diligently pursues the curing of such default, such thirty (30) day period shall be extended for an additional thirty (30) days; (c) when an Event of Default under the Note has

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occurred; (d) when an Event of Default under any of the Loan Documents has occurred; or (e) a default under any of the documents or instruments evidencing and/or securing the Senior Loan has occurred (each an "Event of Default").

13. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose on 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 which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, 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 such abstracts of title, title searches, and examinations, title insurance 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 highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (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 actual or threatened suit or proceeding which might affect the Premises or the security hereof.

14. 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 any 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 hereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagor, her heirs, legal representatives, or assigns, as their rights may appear. Notwithstanding anything contained herein to the contrary, none of the proceeds of the foreclosure sale of the Premises may be used by Mortgagee to satisfy the indebtedness evidenced by the Fracar Notes.

15. Upon or 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 Premises. Such appointment may be made either before or after the sale, 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 then be occupied as a homestead or not, and Mortgagee may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues, and profits, and all

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other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. 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: (a) the indebtedness secured hereby, or by 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; and (b) the deficiency in the case of a sale and deficiency.

16. No action for the enforcement of the lien or 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.

17. Mortgagee shall have the right to inspect the Premises at all reasonable times with prior notice (except in an emergency) and to access thereto shall be permitted for that purpose.

18. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

19. Mortgagor shall not permit or suffer to occur any sale, assignment, conveyance, mortgage, lease (except for the Senior Loan), pledge, encumbrance or other transfer of, or the granting of any option in, or any contract for any of the foregoing (on an installment basis or otherwise) pertaining to the Premises, any part thereof, or any interest therein; whether involuntary or by operation of law or otherwise, without the prior written consent of Mortgagee having been obtained to such sale, assignment, conveyance, mortgage, lease, option, pledge, encumbrance or other transfer. Mortgagor agrees that in the event the ownership of the Premises, any interest therein or any part thereof becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal in any way with such successor or successors in interest with reference to this Mortgage, the Note, and any other document evidencing the indebtedness secured hereby, without in any way vitiating or discharging Mortgagor's liability hereunder or under any other document evidencing the indebtedness secured hereby. No sale of the Premises, forbearance to any person with respect to this Mortgage, or extension to any person of the time for payment of the Note given by Mortgagee shall operate to release, discharge, modify, change or affect the liability of Mortgagor, either in whole or in part, except to the extent specifically agreed in writing by Mortgagee. Without limitation of the foregoing, (i) in any event in which Mortgagee's consent is requested in accordance with the terms of this paragraph 19, Mortgagor shall pay all expenses incurred by Mortgagee, including reasonable attorneys' fees, in connection with the processing of such request, and (ii) the consent of Mortgagee to any transfer of the Premises shall not operate to release, discharge, modify, change or affect the liability of Mortgagor, either in whole or in part unless Mortgagee expressly provides in writing for a release of Mortgagor.

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20. Mortgagee shall release this Mortgage and the lien thereof by a proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

21. This Mortgage and all provisions 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. The word "Mortgagee" when used herein shall include the successors and assigns of Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

22. No remedy or right of Mortgagee shall be exclusive but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or provided for in any document evidencing or securing the indebtedness. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

23. If Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Premises or the title thereto or the interest of Mortgagee under this Mortgage (including probate and bankruptcy proceedings), or if Mortgagee employs an attorney to collect any or all of the indebtedness hereby secured or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Mortgagee shall incur any costs or expenses in preparation for the commencement of any foreclosure proceeding or for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagor agrees to pay to Mortgagee, within five (5) days of Mortgagor's receipt of written demand, all reasonable costs, charges, expenses and attorneys' fees incurred by Mortgagee in any such case, and the same shall constitute so much additional indebtedness hereby secured payable upon demand with interest at the Default Interest Rate.

24. Mortgagee, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Premises, may in its discretion release any part of the Premises or any person liable for any of the indebtedness hereby secured, may extend the time of payment of any of the indebtedness hereby secured and may grant waivers or other indulgences with respect hereto and thereto, without in any way affecting or impairing the liability of any party liable upon any of the indebtedness hereby secured or the priority of the lien of this Mortgage upon all of the Premises not expressly released, and may agree with Mortgagor to modifications to the terms and conditions contained herein or otherwise applicable to any of the indebtedness hereby secured (including modifications in the rates of interest applicable thereto).

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25. All notices or other communications required or permitted hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person, (ii) three (3) business days after deposit in a regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, (iii) when received if sent by private delivery service, or (iv) on the day on which the party to whom such notice is addressed refuses delivery by mail or by private delivery service and (b) addressed as follows:

If to Mortgagee: LaSalle Bank NI  
3201 North Ashland Avenue  
Chicago, Illinois 60657  
Attention: Beth S. Yura  
Vice President

With copy to: Sharon Z. Letchinger  
Miller, Shakman, Hamilton,  
Kurtzon & Schlifke  
208 South LaSalle Street  
Suite 1100  
Chicago, Illinois 60604

If to Mortgagor: John and Priscilla Dombek  
1212 North Lake Shore Drive, Unit 13CN  
Chicago, Illinois 60610

With copy to: Scott A. Sinar  
Friedman & Sinar  
200 W. Madison  
Suite 2500  
Chicago, Illinois 60606

or to each such party at such other addresses as such party may designate in a written notice to the other parties.

26. If any payment required to be made hereunder or in respect of the Note shall fall due on a Saturday, Sunday or other day which is a legal holiday for banks in the State of Illinois, such payment shall be made on the next succeeding bank business day and interest at the rate the Note bears for the period prior to maturity shall continue to accrue on any principal installment thereon from the stated due date thereof to and including the next succeeding bank business day on which the payment is payable.

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27. All covenants, representations and warranties made herein or in any statement or certificate delivered to the Mortgagee pursuant to any of the provisions hereof shall survive the making of the Loan and shall continue in full force and effect until the obligations of Mortgagor hereunder and the indebtedness evidenced by the Note have been fully paid and satisfied and this Mortgage has been released of record by the Mortgagee.

28. For purposes of this Mortgage, "Default Interest Rate" shall mean the "Default Interest Rate" as defined in the Note.

29. This Mortgage and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

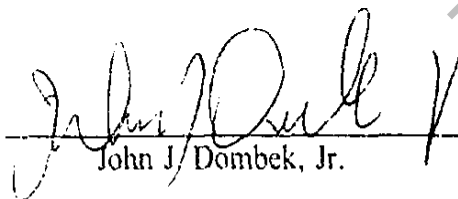
30. This Mortgage is a variable rate mortgage, with changes in the rate of interest, said changes calculated pursuant to the formula in the Note.

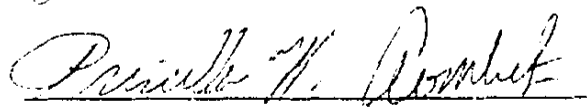
31. Mortgagee shall have the right, but not the obligation, to advance additional funds in excess of \$1,130,000.00 to Borrower; and any sum or sums which may be so loaned or advanced by Mortgagee to Borrower within seven (7) years from the date hereof, together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all the terms and provisions of this Mortgage. Subject to the preceding sentence, this Mortgage is further made to secure payment of all other amounts, with interest thereon, becoming due and payable to Mortgagee under the terms of the Note, this Mortgage and the Loan Documents; provided, however, that the indebtedness secured hereby shall in no event exceed \$5,000,000.00.

32. Time is of the essence of this Mortgage.

33. This Mortgage shall be governed by and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

  
\_\_\_\_\_  
John J. Dombek, Jr.

  
\_\_\_\_\_  
Priscilla W. Dombek

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## EXHIBIT "A"

### LEGAL DESCRIPTION

UNIT NUMBER 13-C-N AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"); BEGINNING FOR THE SAME AT THE POINT WHERE THE WEST LINE OF LAKE SHORE DRIVE (200 FEET WIDE) INTERSECTS WITH THE SOUTH LINE OF SCOTT STREET (66 FEET WIDE), AND RUNNING THENCE ALONG THE WEST LINE OF LAKE SHORE DRIVE SOUTH 192 FEET 2-1/4TH INCHES, THENCE NORTH AT AN ANGLE OF 88 DEGREES 17 MINUTES WEST 122 FEET 9 1/2 INCHES TO THE EAST LINE OF STONE STREET (66 FEET WIDE); THENCE ALONG THE EAST LINE OF STONE STREET, NORTH 192 FEET 1 3/4THS INCHES, TO THE SOUTH LINE OF SCOTT STREET AFORESAID; AND THENCE ALONG THE SOUTH LINE OF SCOTT STREET EAST 117 FEET 1 3/4THS INCHES TO THE POINT OF BEGINNING BEING ALL OF LOTS NUMBERED 1 AND 7 IN LAWRENCE AND SYMONDS' SUBDIVISION OF LOTS 1 AND 2 AND THE NORTH 15 FEET OF LOT 3 IN BLOCK 8 IN H.O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO THE SOUTH 25 FEET OF LOT 3 ALL OF LOT 4 AND THE NORTH 32 FEET OF LOT 5 ALL IN BLOCK 8 IN H.O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO AFORESAID AND ALL LAND DERIVED BY WAY OF ACCRETION OR OTHERWISE LYING EAST OF THE EAST LINES OF SAID LOTS AS ORIGINALLY SUBDIVIDED AND WEST OF THE WEST LINE OF LAKE SHORE DRIVE AS NOW ESTABLISHED ALL SITUATED IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS IN SECTION 3, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 36853 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 20892901 AND AMENDED BY DOCUMENT 20946638 RECORDED SEPTEMBER 1, 1969 AND AS FURTHER AMENDED BY DOCUMENT 21011644 RECORDED NOVEMBER 13, 1969, TOGETHER WITH AN UNDIVIDED .5101 INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.

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## EXHIBIT "B"

### PERMITTED EXCEPTIONS

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. MORTGAGE DATED APRIL 6, 1993 AND RECORDED APRIL 13, 1996 AS DOCUMENT NUMBER 93268958 MADE BY JOHN J. DOMBEK, JR. AND PRISCILLA W. DOMBEK, HIS WIFE, TO SELECT-A-LOAN (DBA NORTHERN FINANCIAL SERVICES) TO SECURE AN INDEBTEDNESS OF \$203,000.00.  
ASSIGNMENT OF MORTGAGE TO BANC ONE MORTGAGE CORP. RECORDED APRIL 13, 1993 AS DOCUMENT 93268959.  
ASSIGNMENT OF MORTGAGE TO CDC SERVICING, INC. RECORDED OCTOBER 1, 1996 AS DOCUMENT 96834314.
3. RIGHT, TITLE AND INTEREST OF CHICAGO PARK DISTRICT TO A STRIP OF LAND 200 FEET WIDE ACROSS BLOCK 8 IN 11.00 STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO. THE SET LINE OF SAID STRIP BEING A STRAIGHT LINE FROM A POINT IN THE NORTH LINE OF SAID BLOCK 8, 112 FEET EAST OF THE NORTH WEST CORNER OF SAID BLOCK TO A POINT IN THE SOUTH LINE OF SAID BLOCK 8, 125 FEET FROM THE SOUTHWEST CORNER OF SAID BLOCK BY VIRTUE OF A DEED DATED SEPTEMBER 2, 1873 FROM PETER J. ROFINOT TO THE COMMISSIONERS OF LINCOLN PARK WHICH DEED IS NOT RECORDED BUT IS REFERRED TO IN DEED RECORDED JULY 29, 1885 AS DOCUMENT 642941 AND DEED RECORDED APRIL 30, 1880 RECORDED AS DOCUMENT 269357.
4. TERMS, PROVISIONS, COVENANTS, RESTRICTIONS AND OPTION CONTAINED IN AND RIGHTS AND EASEMENTS ESTABLISHED BY THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 20892901, AS AMENDED FROM TIME TO TIME.
5. PROVISIONS, CONDITIONS AND LIMITATIONS AS CREATED BY THE CONDOMINIUM PROPERTY ACT.

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