

# UNOFFICIAL COPY

14-06-110-087-1036

"A", attached hereto and made a part hereof.  
Cook County, Illinois, and more particularly described in Exhibit

COOK

To secure the payment of all sums due or which may become due under the Note and any and all extensions or renewals thereof in whole or in part (all of which is hereinafter called the "Obligation"), and to secure performance of all obligations under the Note and this Mortgage, Mortgagor by mortgage, grant, and convey unto Mortgagee and its successors and assigns all that certain property situated in

(the Note) dated March 5, 1996

evidenced by a note, contract or letter of credit application Dollars (\$ 15403.50)

\*\*\*\$15,403.50\*\*\*

(is) (are) indebted to Mortgagee in the principal sum of (hereinafter individually and collectively called "Borrower")

KENNETH T MULDOON

Whereas, LOIS A MULDOON

severally bound by the terms hereof. Mortgagors, and all such persons shall be jointly and (hereinafter called "Mortgagee"). As used herein, the term "Mortgagor" refers individually and collectively to all PITTSBURGH, PENNSYLVANIA 15258 HELLOW BANK, H. A. HELLOW BANK CENTER (hereinafter called "Mortgagor") and

HUSBAND AND WIFE

LOIS A MULDOON

KENNETH T MULDOON

19 between

This Mortgage is made this 14th day of March, 1996

Illinois - Residential Property

Mortgage

96175549

Amount \$ 15403.50

RETURNED

Fifth: Mortgagor shall keep the Mortgaged Property in good repair, excepting only reasonable wear and tear. Mortgagor will permit Mortgagee's authorized representatives

Mortgagee.

Fourth: Mortgagor will pay when due all taxes, assessments, levies, and other charges on or against the Mortgaged Property which may attain priority over the lien of this Mortgage. If Mortgagor fails to do so, Mortgagee at its sole option may elect to pay such taxes, assessments, levies, or other charges. At Mortgagee's request, Mortgagor shall deliver written evidence of all such payments to

expressly permitted by Mortgagee in writing.

and clear of all liens, claims, and encumbrances except as that the Mortgaged Property shall continue to be held free Mortgagee has consented in writing. Mortgagor covenants liens, claims, and encumbrances except those to which simple title to the Mortgaged Property free and clear of all

Third: Mortgagor warrants that Mortgagor owns the fee

any other person or entity by sale, operation of law, or in any other manner, whether voluntarily or involuntarily.

Second: Without prior written consent of Mortgagee, Mortgagor shall not cause or permit legal or equitable title to all or part of the Mortgaged Property to become vested in

First: Mortgagor will keep and perform all the covenants and agreements contained herein.

Mortgagor represents, warrants, covenants, and agrees that:

Obligation, the estate hereby granted shall be discharged.

Provided, however, that upon payment in full of the

To Have And To Hold the same unto Mortgagee and its successors and assigns, forever.

Together with all the buildings and improvements erected thereon, the privileges and appurtenances thereunto belonging, and the reversions and remainders, rents, issues, and profits thereof (all of which is hereinafter called the "Mortgaged Property");

DEPT-01 RECORDING \$31.50

DEPT-10 PENALTY \$28.00

COOK COUNTY RECORDER

\*-96-175549

TRAN 2939 03/07/96 14:29:00

DEPT-01 RECORDING \$31.50

DEPT-10 PENALTY \$28.00

COOK COUNTY RECORDER

\*-96-175549

TRAN 2939 03/07/96 14:29:00

DEPT-01 RECORDING \$31.50

DEPT-10 PENALTY \$28.00

175549

3150  
P 2800  
M



Mellon Bank

to enter upon the Mortgaged Property at any reasonable time for the purpose of inspecting the condition of the Mortgaged Property. Without the written consent of Mortgagee, Mortgagee will not permit removal or demolition of improvements now or hereafter erected on the Mortgaged Property, nor will Mortgagee permit waste of the Mortgaged Property or alteration of improvements now or hereafter erected on the Mortgaged Property which would adversely affect its market value as determined by Mortgagee.

Sixth: The term "hazardous substances" includes any substances, materials, or wastes that are or become regulated by any governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive, or other properties that may be hazardous to human health or the environment, as well as any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table, as amended from time to time.

Mortgagee warrants that the Mortgaged Property does not contain any hazardous substances and that no physical conditions hazardous to human health or safety are present on the Mortgaged Property, except as previously disclosed to Mortgagee in writing. Mortgagee will neither cause nor permit the deposit, creation, or presence of any hazardous substances or the creation or exercise of any physical condition hazardous to human health or safety on the Mortgaged Property. Mortgagee will comply at Mortgagee's expense with all laws, regulations, rules, ordinances, and orders of courts or governmental agencies regarding the Mortgaged Property, now or hereafter in existence, including but not limited to those relating to hazardous substances. If Mortgagee fails to do so, Mortgagee may, at its option, take any action it deems in its sole discretion to be necessary to effectuate such compliance.

Mortgagee shall have no obligation or liability at any time with regard to hazardous substances or any other physical conditions which may exist on the Mortgaged Property at any time. Mortgagee will indemnify and defend Mortgagee against any and all liabilities or losses of any type whatsoever which Mortgagee may incur by reason of any hazardous substances or other physical conditions which may exist on the Mortgaged Property at any time; provided, however, that if Mortgagee shall acquire sole possession of the Mortgaged Property, Mortgagee shall have no obligation under this paragraph on account of any condition which may thereafter come into existence and which was not caused by a previously existing condition. Mortgagee's obligations under this paragraph shall survive the termination and satisfaction of this Mortgage.

Seventh: Mortgagee shall keep the Mortgaged Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Mortgagee shall require, in such amounts as Mortgagee shall require. Mortgagee will purchase flood insurance as and to the extent required by Mortgagee. The insurer or insurers will be chosen by Mortgagee, subject to approval by Mortgagee; and approval shall not be unreasonably withheld. All insurance policies shall contain loss payable clauses in favor of Mortgagee and shall be cancelable by the insurer only after prior written notice by the insurer to Mortgagee. Mortgagee shall deliver written evidence of all such insurance to Mortgagee.

If Mortgagee fails to obtain and keep in force any required insurance or fails to pay the premiums on such insurance,

96175549

Eighth: Mortgagee hereby agrees to repay to Mortgagee on demand all sums which Mortgagee has elected to pay under Paragraphs Fourth and Seventh and any costs which Mortgagee has incurred in taking actions permitted by Paragraph Sixth, and all such sums, as well as any amounts for which Mortgagee has agreed to indemnify Mortgagee under Paragraph Sixth, shall, until repaid to Mortgagee, be a part of the Obligation and bear interest at the highest rate permitted by law (but not exceeding the contractual rate or rates of interest applicable to the Obligation by the terms of the Note).

Ninth: Subject to the rights of the holders of any prior mortgage, Mortgagee hereby assigns to Mortgagee all proceeds of any award in connection with any condemnation or other taking of the Mortgaged Property or any part thereof, or payment for conveyance in lieu of condemnation.

Tenth: If the Mortgaged Property or any portion thereof consists of a unit in a condominium or a planned unit development, Mortgagee shall perform all of Mortgagee's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules, and regulations of the condominium or planned unit development, and related documents. If a condominium or planned unit development rider is executed by Mortgagee and recorded with this Mortgagee, the covenants and agreements of such rider shall be incorporated herein as if the rider were a part hereof.

Eleventh: In order to further secure Mortgagee in the event of default in the payment of the Obligation or in the performance by Mortgagee of any of the covenants, conditions, or agreements contained herein, Mortgagee hereby assigns and transfers to Mortgagee and its successors and assigns any and all leases on the Mortgaged Property or any part thereof, now existing or which may hereafter be made at any time, together with any and all rents, issues, and profits arising from the Mortgaged Property under said leases or otherwise. Mortgagee shall have no obligation to perform or discharge any duty or liability under such leases, but shall have full authorization to collect all rents under the leases or otherwise, to take possession of and rent the Mortgaged Property, and to take any action, including legal action, it deems necessary to preserve Mortgagee's or Mortgagee's rights under such leases. Mortgagee shall not collect any rent in advance of the date it is due.

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H. 28611, Rev. (9/94) I.C. (8/94) I.D. 8/94

**Twelfth:** In the event that (a) any warranty, covenant, or agreement contained herein is breached; (b) any representation or warranty contained herein or otherwise made by any Mortgagor in connection with this Mortgage proves to be false or misleading; (c) any default occurs under the terms of the Note or any agreement evidencing, securing, or otherwise executed and delivered by any Borrower or Mortgagor in connection with the Obligation; (d) any default occurs under the terms of any other mortgage or other instrument creating a lien on the Mortgaged Property; (e) a holder of any lien encumbering the Mortgaged Property or any portion thereof (whether such lien is junior or superior to the lien of this Mortgage) commences a foreclosure or any other proceeding to execute on such lien; (f) any Mortgagor becomes insolvent or makes an assignment for the benefit of creditors; or (g) any action, petition or other proceeding is filed or commenced under any state or federal bankruptcy or insolvency law, by Mortgagor or anyone else, regarding the assets of Mortgagor; then, in addition to exercising any rights which Mortgagee may have under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Obligation or which are otherwise provided by law, Mortgagee may foreclose upon the Mortgaged Property by appropriate legal proceedings and sell the Mortgaged Property for the collection of the Obligation, together with costs of suit and an attorney's commission equal to the lesser of (a) 20% of the amount due or \$500.00, whichever is greater, or (b) the maximum amount permitted by law. Mortgagor hereby forever waives and releases all errors in the said proceedings, stay of execution, and the right of inquisition and extension of time of payment.

**Thirteenth:** The rights and remedies of Mortgagee provided herein, in the Note, or in any other agreement securing repayment of, or relating to, any portion of the Obligation, or otherwise provided by law, shall be cumulative and may be pursued singly, concurrently, or successively at Mortgagee's sole discretion, and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

**Fourteenth:** Mortgagor hereby waives all right of homestead exemption in the Mortgaged Property.

**Fifteenth:** If Mortgagor is a land trustee, this Mortgage is executed by Mortgagor not personally or individually but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. Notwithstanding any provision to the contrary set forth in this Mortgage, any recourse against Mortgagor shall be limited to the assets comprising the trust estate, and no personal liability shall be asserted or be enforceable against Mortgagor by reason of the terms, promises, agreements, covenants, warranties, representations, or other matters herein set forth, all such personal liability of Mortgagor being expressly waived. Nothing herein contained shall waive, modify, or otherwise adversely affect the personal liability expressly assumed by any person or entity other than the undersigned trustee.

**Sixteenth:** The covenants, conditions and agreements contained herein shall bind the heirs, personal representatives, and successors of Mortgagor, and the rights and privileges contained herein shall inure to the successors and assigns of Mortgagee.

**Seventeenth:** Except to the extent that Federal law applies, this Mortgage shall be governed in all respects by the laws of Illinois. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

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## Signatures

Witness the due execution and sealing hereof the day and year first above written:

Mortgagor <b>KENNETH T MULDOON</b>	Mortgagor
x <u><i>Kenneth T Muldoon</i></u> (Seal)	x _____ (Seal)
Mortgagor <b>LOIS A MULDOON</b>	Mortgagor
x <u><i>Lois A Muldoon</i></u> (Seal)	x _____ (Seal)
Mortgagor _____	

\_\_\_\_\_ as Trustee under Trust Agreement dated 1/1 and known as Trust Number \_\_\_\_\_

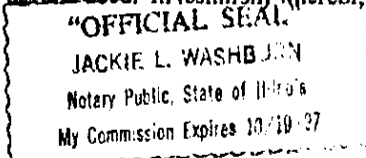
By: \_\_\_\_\_ (Title) \_\_\_\_\_  
ATTEST: \_\_\_\_\_ (Title) \_\_\_\_\_

## Notarization (Individual)

State of Illinois \_\_\_\_\_  
County of COOK

On the 5th day of March, 1906, before me personally came **KENNETH T MULDOON** **LOIS A MULDOON** who, being

duly sworn, did acknowledge that they did sign the foregoing instrument, and that the same is free act and deed. In testimony whereof, I have hereunto subscribed my name.



*Jackie L. Washburn*  
Notary Public  
My Commission Expires \_\_\_\_\_

## Notarization (Land Trustee)

State of Illinois \_\_\_\_\_  
County of \_\_\_\_\_ } SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named \_\_\_\_\_ of \_\_\_\_\_ as Trustee under Land Trust Number \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing as such \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth; and the said \_\_\_\_\_ then and there acknowledged that said \_\_\_\_\_ as custodian of the corporate seal of said Trustee, caused the corporate seal of said Trustee to be affixed to said instrument as said \_\_\_\_\_ own free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_  
Notary Public

## Preparer of Mortgage

This Mortgage was prepared by *Heather A. H. Morrison*

## Recorder's Acknowledgment

State of Illinois \_\_\_\_\_  
County of \_\_\_\_\_ } SS

Recorded in the Office of the Recorder of Deeds in and for said County on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in Mortgage Book Volume \_\_\_\_\_, page \_\_\_\_\_.

Witness my hand and the seal of said office the day and year aforesaid.  
Recorder \_\_\_\_\_

96175519  
030496 10:02



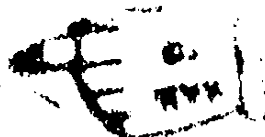
# UNOFFICIAL COPY

From KENNETH T MULDOON

To MELLON BANK, N. A.

Recorder mail to

MELLON BANK N.A.  
P.O. BOX 149  
PITTSBURGH, PA 15230-0149



GM0027131

0100 00152

## LEGAL DESCRIPTION

. UNIT NO. 2142-50 AS DELINEATED ON SURVEY OF THE LOTS TWELVE (12) TO EIGHTEEN (18) BOTH INCLUSIVE IN BLOCK TWO (2) IN WIETOR'S DEVON-LEAVITT ADDITION TO NORTH EDGEWATER IN THE NORTH ONE-HALF (1/2) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION SIX (6), TOWNSHIP FORTY (40) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WEST OF AND ADJACENT TO THE EAST TWENTY (20) RODS OF THE NORTH ONE-HALF (1/2) OF THE WEST ONE-HALF (1/2) OF THE EAST ONE-HALF (1/2) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION SIX (6), TOWNSHIP FORTY (40) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY THE MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS SUCCESSOR TRUSTEE UNDER THE PROVISION OF A TRUST AGREEMENT DATED JUNE 1, 1948, KNOWN AS TRUST NUMBER 1523, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 25380142; TOGETHER WITH AN UNDIVIDED 2.917 1/4 INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPARISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SIDE DECLARATION AND SURVEY!

030496 10:02

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Property of Cook County Clerk's Office

01257190

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## Condominium Rider



THIS CONDOMINIUM RIDER is made this \_\_\_\_\_

day of \_\_\_\_\_ 19\_\_\_\_, and is incorporated into and shall be deemed to amend and supplement a Mortgage dated of even date herewith (the "Mortgage") given by the undersigned (the "Mortgagor") to secure the indebtedness of

KENNETH T MULDOON

LOIS A MULDOON

("Borrower"); to

MELLON BANK, N. A.

("Mortgagee") evidenced by a note, note and security agreement, letter of credit application, or letter of credit agreement (the "Note") dated \_\_\_\_\_

in the original principal amount of \_\_\_\_\_

\$ 15403.50 and covering the property described in the Mortgage and located at 2142 WEST ROSEMONT #5D CHICAGO IL 60659 (the "Property").

The Property comprises a unit(s) in, together with an undivided interest in the common elements of, a condominium project known as \_\_\_\_\_

(the Condominium Project).

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Mortgage Mortgagee and Mortgagee further covenant and agree as follows:

**A. Assessments.** Mortgagor shall promptly pay, when due, all assessments imposed by the Owners' Association or other governing body of the Condominium Project (the "Owners' Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

**B. Hazard Insurance.** So long as the Owners' Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require, and in such amounts and for such periods as Mortgagee may require, then:

(i) Mortgagor's obligation to maintain hazard insurance coverage on the Property is deemed satisfied; and

(ii) the provisions in the Mortgage regarding application of hazard insurance proceeds shall be superseded by any provision of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the Mortgage. For any period of time during which such hazard insurance coverage is not maintained, the provisions of such subparagraph B(i) and the immediately preceding sentence of subparagraph B(ii) shall be deemed to have no force or effect. Mortgagor shall give Mortgagee prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds under a hazard insurance policy maintained by the Owners' Association in lieu of restoration or repair following a loss to the Property, whether to the unit(s) or to common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Mortgagee for application to the same secured by the Mortgage, with the excess, if any, paid to Mortgagor.

**C. Mortgagee's Prior Consent.** Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, partition or subdivide the Property or suffer the same or consent to or suffer:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided 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 material amendment to the declaration, by-laws or code of regulations of the Owners' Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners' Association to terminate professional management and assume self-management of the Condominium Project.

**D. Remedies.** If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including the covenant to pay, when due, condominium assessments, then Mortgagee may invoke any default remedies provided under the Mortgage.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

Witness the due execution hereof

Witness:

[Signature]  
Witness:

Attest/Witness:

(Corporate Seal)

Condominium Rider.

Individual: KENNETH T MULDOON

X [Signature] (Seal)

Address 2142 WEST ROSEMONT #5D CHICAGO IL 60659

Individual: LOIS A MULDOON

X [Signature] (Seal)

Address 2142 WEST ROSEMONT #5D CHICAGO IL 60659

Corporation or Other Entity

By: (Signature and Title)

X (Seal)

By: (Signature and Title)

X (Seal)

Business Address

96175549

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Property of Cook County Clerk's Office

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