

UNOFFICIAL COPY

96315204

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

Mortgage

Illinois - Residential Property Amount \$ 257,834.00

This Mortgage is made this 17th day of April, 1996

1996 between PETER L JOHNSON

UNMARRIED PERSON

(hereinafter called "Mortgagor") and

MELLON BANK, N. A.
MELLON BANK CENTER
PITTSBURGH, PENNSYLVANIA 15258

(hereinafter called "Mortgagee"). As used herein, the term "Mortgagor" refers individually and collectively to all Mortgagors, and all such persons shall be jointly and severally bound by the terms hereof.

Whereas, PETER L JOHNSON

(hereafter individually and collectively called "Borrower") (is) (are) indebted to Mortgagee in the principal sum of ***\$257,834.00***

evidenced by a note, contract or letter of credit application Dollars (\$ 257,834.00)

("the Note") dated April 17, 1996, 1996

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 these presents, intending to be legally bound, does mortgage, grant, and convey unto Mortgagee and its successors and assigns all that certain property situated in

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

1634 N MOHAWK STREET, CHICAGO IL 60614

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, Mortgagor will not permit removal or demolition of improvements now or hereafter erected on the Mortgaged Property, nor will Mortgagor 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.

Mortgagor 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. Mortgagor will neither cause nor permit the deposit, creation, or presence of any hazardous substances or the creation or existence of any physical condition hazardous to human health or safety on the Mortgaged Property. Mortgagor 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 Mortgagor 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. Mortgagor 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 Mortgagee.

Seventh: Mortgagor 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. Mortgagor will purchase flood insurance as and to the extent required by Mortgagee. The insurer or insurers will be chosen by Mortgagor, 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. Mortgagor shall deliver written evidence of all such insurance to Mortgagee.

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

Mortgagee at its sole option may elect to do so. In the event of loss, Mortgagor shall give prompt notice to the insurer and Mortgagee. Mortgagee at its option may elect to make proof of loss if Mortgagor does not do so promptly, and to take any action it deems necessary to preserve Mortgagor's or Mortgagee's rights under any insurance policy.

Subject to the rights of the holders of any prior mortgage, insurance proceeds shall be applied to restoration or repair of the Mortgaged Property or to reduction of the Obligation, as Mortgagee may determine in its sole discretion. Mortgagor hereby appoints Mortgagee and its successors and assigns as Mortgagor's attorney-in-fact to endorse Mortgagor's name to any draft or check which may be payable to Mortgagor in order to collect such insurance proceeds.

Eighth: Mortgagor 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 Mortgagor 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, Mortgagor 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, Mortgagor shall perform all of Mortgagor'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 Mortgagor 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 Mortgagor of any of the covenants, conditions, or agreements contained herein, Mortgagor 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 Mortgagor's or Mortgagee's rights under such leases. Mortgagor shall not collect any rent in advance of the date it is due.

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 PETER L JOHNSON

Mortgagor _____ (Seal)

Mortgagor _____ (Seal)

Mortgagor

Mortgagor _____ (Seal)

Mortgagor _____ (Seal)

and known as Trust Number _____, as Trustee under Trust Agreement dated _____ / ____ / _____

By: _____

ATTEST: _____

(Title) _____

(Title) _____

Notarization (Individual)

State of Illinois _____

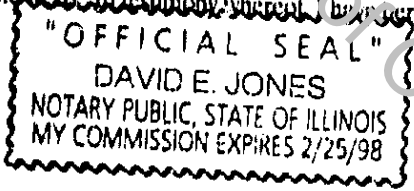
County of _____

On the _____ day of _____

PETER L JOHNSON _____

WALTER J SCHUPPI before me personally came

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



David E Jones
Notary Public

My Commission Expires: 2/25/98

Lake Illinois County

Notarization (Land Trustee)

State of Illinois _____

County of _____

Land Trust Number _____

foregoing as such _____

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 _____

Trustee for the uses and purposes therein set forth.

SS I, the undersigned, a Notary Public, in and for said County, in the State of Illinois, do hereby certify that Walter J. Schuppi and Peter L. Johnson personally executed and subscribed this instrument on the 17th day of April 1998 as Trustee under

Given under my hand and official seal, this _____ day of _____

96315204

Preparer of Mortgage

This Mortgage was prepared by [Signature]

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.

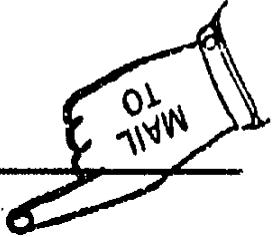
Recorder _____

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From PETER L JOHNSON

To MELLON BANK, N. A.



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

A396916
0100 00152

96315204

ALL THAT CERTAIN PARCEL OF LAND IN COOK COUNTY, STATE OF ILLINOIS AS MORE FULLY DESCRIBED IN DOCUMENT NO. 26979797 ID# 14-33-325-067-1011 BEING KNOWN AND DESIGNATED AS UNIT #1634 IN EUGENIE PARK CONDOMINIUM, FORMERLY KNOWN AS ST. MICHAELS MOVS ONE CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED AS DOCUMENT NO. 26089249 RECORDED JANUARY 17, 1983, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENT THERETO.

Unit Number 1634, in the Eugenie Park Condominium, also known as the St. Michael's movs I Condominium, as delineated on a survey of the following described real Estate:

Certain lots and Parts of lots and alleys which includes all lots and Portions formerly Deed for the opening of Ogden Avenue in C.S. Mulls Subdivision

of Block ⁰⁴¹⁶⁹⁶⁻¹⁶⁺²⁰ 53 of Canal Trustee's Subdivision in the

East ^{11-28011 Rev (04/81) C-130111D 899} 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal meridian, in Cook County, Illinois which Survey is attached as Exhibit B to the Declaration of Condominium recorded as Doc. 26089249 together with undivided percentage interest in common elements

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