



99671481

99671481

6328/0115 27 001 Page 1 of 6
1999-07-14 10:49:42
Cook County Recorder 31.00

7819107
CTIC

**The First National Bank
Of Chicago**

**Mortgage - Installment Loan or
Line of Credit
(Illinois Only)**

Loan Number: 1110207076760

This Mortgage is made on June 09, 1999, between the Mortgagor(s)
PATRICK C. MAGNER AND JACQUELINE A. MAGNER A/K/A JACQUELINE A. MITCHELL MAGNER, HIS WIFE

whose address is 2543 N RACINE CHICAGO, IL 60614 and the Mortgagee
The First National Bank Of Chicago whose address is
One First National Plaza
Chicago, Il 60670

(A) Definitions.

- (1) The words "borrower," "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
- (2) The words "we," "us," "our" and "Bank" mean the Mortgagee and its successors or assigns.
- (3) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

(B) Amount Owed, Maturity, Security

If you signed the agreement described in this paragraph, you owe the Bank the aggregate amounts of all loans and disbursements made by the Bank to you pursuant to a Home Equity Line Agreement or Mini Equity Line Agreement ("Agreement") dated June 09, 1999, which is incorporated herein by reference, up to a maximum principal sum of \$238,000.00, plus interest thereon, and any disbursements made to you or on your behalf by the Bank for the payment of taxes, special assessments or insurance on the real property described below with interest on such disbursements.

Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced by your Agreement. As security for all amounts due to us under your Agreement, including all future advances made within 20 years from the date hereof, all of which future advances shall have the same priority as the original loan, and all extensions, amendments, renewals or modifications of your Agreement (all of the foregoing not to exceed twice the maximum principal sum stated above), you convey, mortgage and warrant to us, subject to liens of record as of the date hereof, the Property located in the _____ of Chicago, Cook County, Illinois as described below:

BOX 333-CTI

RECORDED

UNOFFICIAL COPY

SEE ATTACHED

Permanent Index No. 14294140411005

Property Address: 2543 N RACINE CHICAGO, IL 60614

(C) Borrower's Promises. You promise to:

- (1) Pay all amounts when due under your Agreement, including interest, and to perform all duties of the Agreement and/or this Mortgage. (A Mortgagor who has not signed the Agreement has no duty to pay amounts owed under the Agreement.)
- (2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in that Agreement.
- (3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (5) Keep the Property insured with an insurance carrier acceptable to us against loss or damage caused by (a) fire or other hazards and (b) flood, if the Property is located in a specially designated flood hazard area. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of your loan or line. You must deliver a copy of the policy to us at our request. If you do not obtain insurance or pay the premiums, we may purchase insurance for the Property. You will be responsible for the costs of such insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. At our option, insurance proceeds received by us may be applied to the balance of the loan or line, whether or not due, or to the rebuilding of the property.

99671481

UNOFFICIAL COPY

Mortgage

- (D) **Hazardous Substances.** You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.
- (E) **Default.** If you do not keep the promises you made in this Mortgage or in any prior existing mortgage or you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement including, but not limited to, those stated in the default, remedies on default, and/or reducing the credit limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorneys' fees and then to the amount you owe us under your Agreement. After default, you agree to pay all of our fees incurred in preparing for or filing a foreclosure complaint, including attorneys' fees, receiver's fees and court costs and all other costs of collection.
- (F) **Due on Sale.** If you sell or transfer all or any part of the Property (or if Mortgagor is a land trust, you accept any assignment of the beneficial interest) without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.
- (G) **Eminent Domain.** Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the Agreement until any award or payment shall have been actually received by you. By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.
- (H) **Waiver of Homestead.** You waive all right of homestead exemption in the Property.
- (I) **Other Terms.** We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect.

99671481

UNOFFICIAL COPY

X Patrick
Borrower: PATRICK CASEY MAGNER
X Jacqueline M. Wagner
Borrower: JACQUELINE MITCHELL MAGNER

Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF)

I, Greg Dorris, a notary public in and for the above county and state, certify that

PATRICK C. MAGNER AND JACQUELINE A. MAGNER A/K/A JACQUELINE A. MITCHELL MAGNER, HIS WIFE

personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth.

Subscribed and sworn to before me this 9 day of June, 1999

X Greg Dorris
Notary Public, Cook County, Illinois

Drafted by:
TINA M. SALGADO
Mail Suite 2028
Chicago, IL 60670-2028

My Commission Expires: 4-27-03

When recorded, return to:
Retail Loan Operations
1 North Dearborn-17th Floor
Mail Suite 0203
Chicago, IL 60670-0203



UNOFFICIAL COPY

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1408 007819107 HE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

UNIT 2543-1 IN THE RACINE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THAT PART OF LOT 6 DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT IN THE EAST LINE OF RACINE AVENUE 49 FEET AND 6 INCHES NORTH OF THE NORTH LINE OF LILL AVENUE, THENCE NORTH 74 FEET AND 3 INCHES MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT, BEING THE INTERSECTION OF THE SOUTH LINE OF THE ALLEY WITH THE EAST LINE OF RACINE AVENUE THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY TO THE EAST LINE OF SAID LOT THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID LOT TO A POINT OF 49 FEET 6 INCHES NORTH OF THE NORTH LINE OF LILL AVENUE, THENCE WEST TO THE POINT OF BEGINNING, IN WETZLER, PICK AND HUBER'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 17 OF CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 5, 1994 AS DOCUMENT 94696266, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-5 AND STORAGE LOCKER S-5, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 94696266.

UNOFFICIAL COPY

THIS CONDOMINIUM RIDER is made this June 09, 1999, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage (the "Security Instrument") dated of even date herewith, given by the undersigned (the "Mortgagor") to secure Mortgagor's obligations under that certain Equity Line/Loan Agreement, dated of even date herewith, between Mortgagor and The First National Bank Of Chicago (the "Lender") and covering the property described in the Security Instrument and located at 2543 N RACINE CHICAGO, IL 60614 (the "Property").

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as RACINE CONDOMINIUMS (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Mortgagor's interest in the Association, in the uses, proceeds and benefits of Mortgagor's interest.

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

A. Assessments. Mortgagor shall promptly pay, when due, all assessments imposed by the Association pursuant to the provisions of the Declaration, by-laws, code of regulations and any other equivalent documents (the "Constituent Documents") of the Condominium Project.

B. Hazard Insurance. So long as the Association maintains, with a generally accepted insurance carrier, a "master", "blanket", or similar such policy on the Condominium Project, which policy provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, the Mortgagor's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance coverage.

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

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

- (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 Constituent Documents, 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 Association to terminate professional management and assume self-management of the Condominium Project.

D. Easements. Mortgagor also hereby grants to the Lender, its successors and assigns, as rights and easements appurtenant to the Property, the rights and easements for the benefit of said Property set forth in the Constituent Documents.

The Security Instrument is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in the Constituent Documents the same as though the provisions of the Constituent Documents were recited and stipulated at length herein.

E. Remedies. If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

x


PATRICK CASEY MAGNER

x


JACQUELINE MITCHELL MAGNER