

UNOFFICIAL COPY

NOTE IDENTIFIED
[Signature]

(Space Above for Notary Signature)

518417

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 12TH 1986. The mortgagor is BRIAN T. BRUSKA AND BETTY H. BRUSKA, HIS WIFE

("Borrower"). This security instrument is given in DRAPER AND KRANER, INCORPORATED

which is organized and exists under the laws of ILLINOIS and whose address is 32 WEST MONROE STREET CHICAGO, ILLINOIS 60603 ("Lender")

for the sum lessor the principal sum of TWO HUNDRED EIGHTY FOUR THOUSAND AND 00/100

Dollars (U.S.) 284,000.00). This debt is evidenced by Borrower's acts 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 MARCH 1ST, 2001. This Security Instrument relates 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 Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois:

LOT 6 IN MC NAUGTON'S HILL CREEK ESTATES NO. 2, BEING A RESUBDIVISION OF LOTS 6, 7 AND 8 IN MC NAUGTON'S HILL CREEK ESTATES, BEING A SUBDIVISION OF BLOCK 3 IN MONSON AND COMPANY'S FOURTH PALOS PARK SUBDIVISION, A SUBDIVISION OF THE SOUTH EAST 1/4 OR THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX IDENTIFICATION NUMBER: 23-27-627-001
32602 HILL CREEK DRIVE PHOTOS PAGE

Address of

604-64

SWING

(C.R.)

Ex. #

(No. Card)

(*Property Address*)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, rights-of-way, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacement and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the 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 tax liabilities of record.

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.

UNOFFICIAL COPY

DUPLICATE

NOTES
APR 5
1986

DATE
APR 5
1986

RECEIVED
APR 5
1986

CHICAGO TITLE INSURANCE COMPANY
30 WEST BROADWAY
SUITE 200
THIS INSTRUMENT PREPARED BY
JOHN T. HURSKA
APR 5 1986

Delivered under my hand and attested to all this 15TH day of APRIL 1986.

My Commission number: 10-7-86

Set Form

Signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and make affidavit that they

personally known to me to be the same person(s) who executed the same.

I hereby certify that BRIAN T. HURSKA & BETTY H. HURSKA, HIS WIFE,
is Notary Public in the State of Illinois and duly qualified.

THE UNDERSIGNED

STATE OF ILLINOIS, COOK COUNTY

APR 5 PM '86

BY BRIAN T. HURSKA, Notary Public in the State of Illinois and duly qualified in this County

Born on
(See)

and
(See)

SATURDAY APR 4, 1986

BY BRIAN T. HURSKA, Notary Public in the State of Illinois and duly qualified in this County

Others (specify)

Commissioner of Vital Statistics

Promised Witness / Co-Participant Leader

Adjunctive Game Master

Cardboard Cutout

2-4 Party Game

Instrument executed in the presence of all witnesses present by (1) a Notary Public duly authorized to do so and duly registered with the Secretary of State of this State, (2) a Commissioner of Vital Statistics duly registered with the Secretary of State of this State, or (3) a Cardboard Cutout registered with the Secretary of State of this State.

22. Recipient of this instrument, Notary Public, Commissioner of Vital Statistics, or Cardboard Cutout, certifies that he or she has read and understood the instrument and agrees to its contents.

23. Recipient of this instrument, Notary Public, Commissioner of Vital Statistics, or Cardboard Cutout, certifies that he or she has read and understood the instrument and agrees to its contents.

24. Recipient of this instrument, Notary Public, Commissioner of Vital Statistics, or Cardboard Cutout, certifies that he or she has read and understood the instrument and agrees to its contents.

25. Recipient of this instrument, Notary Public, Commissioner of Vital Statistics, or Cardboard Cutout, certifies that he or she has read and understood the instrument and agrees to its contents.

26. Recipient of this instrument, Notary Public, Commissioner of Vital Statistics, or Cardboard Cutout, certifies that he or she has read and understood the instrument and agrees to its contents.

NON-LIENED COVENANTS SOURCE: MR. AND LINDA J. HURSKA, ATTORNEY FOR SELLER AND AGREE AS FOLLOWS:

UNOFFICIAL COPY

6

1. **Agreement of Participants and Lenders.** Borrower and Lenders agree to the following:
- a. **Construction and Development of the Project.** Borrower will cause the Project to be developed by the Project Company in accordance with the Project Agreement. The Project will consist of the construction and development of a residential complex consisting of approximately 100 units, including townhouses, apartments, and penthouses, located in [City, State]. The Project will be developed in phases over a period of 3 years, with the first phase consisting of 50 units.
- b. **Financing.** Borrower will cause the Project to be financed through a combination of equity and debt. The total financing required for the Project is estimated to be \$10 million. The financing will be provided by Lenders, who will contribute a total of \$8 million, and the Project Company, who will contribute the remaining \$2 million.
- c. **Construction Schedule.** The Project is scheduled to commence in January 2024 and is expected to be completed by December 2026. The construction schedule will be monitored closely by the Project Manager, who will report to the Project Committee on a monthly basis.
- d. **Marketing and Sales.** The Project will be marketed and sold through a combination of online and offline channels. The Project Company will be responsible for marketing and sales, while Lenders will be provided with information on the progress of the Project and will be given the opportunity to purchase units if desired.
- e. **Completion and Handover.** The Project will be completed and handed over to the Project Committee by December 2026. The Project Committee will be responsible for finalizing the handover process and ensuring that all units are delivered in a timely manner.
- f. **Post-completion.** After the Project is completed, the Project Company will be responsible for managing the ongoing maintenance and operation of the complex. Lenders will be provided with regular reports on the financial performance of the Project and will have the right to inspect the complex at any time.
2. **Agreement of Participants and Lenders.** Borrower and Lenders shall be bound by the following terms and conditions:
- a. **Financial Reporting.** Borrower shall provide monthly financial reports to Lenders, detailing the financial performance of the Project, including revenue, expenses, and cash flow. These reports shall be submitted within 10 days of the end of each month.
- b. **Use of Funds.** Lenders shall have the right to inspect the funds held by the Project Company at any time. The Project Company shall provide access to the funds held by the Project Company upon request.
- c. **Change in Control.** If there is a change in control of the Project Company, Lenders shall have the right to require the Project Company to repay the funds held by the Project Company to Lenders within 30 days of the change in control.
- d. **Termination.** In the event of a default by the Project Company, Lenders shall have the right to terminate the agreement and demand immediate repayment of all outstanding amounts.
- e. **Assignment.** Lenders shall not assign their rights or obligations under this Agreement without the prior written consent of the Project Company.
- f. **Amendments.** Any amendment to this Agreement must be in writing and signed by all parties.
3. **Agreement of Participants and Lenders.** Borrower and Lenders shall be bound by the following terms and conditions:
- a. **Financial Reporting.** Borrower shall provide monthly financial reports to Lenders, detailing the financial performance of the Project, including revenue, expenses, and cash flow. These reports shall be submitted within 10 days of the end of each month.
- b. **Use of Funds.** Lenders shall have the right to inspect the funds held by the Project Company at any time. The Project Company shall provide access to the funds held by the Project Company upon request.
- c. **Change in Control.** If there is a change in control of the Project Company, Lenders shall have the right to require the Project Company to repay the funds held by the Project Company to Lenders within 30 days of the change in control.
- d. **Termination.** In the event of a default by the Project Company, Lenders shall have the right to terminate the agreement and demand immediate repayment of all outstanding amounts.
- e. **Assignment.** Lenders shall not assign their rights or obligations under this Agreement without the prior written consent of the Project Company.
- f. **Amendments.** Any amendment to this Agreement must be in writing and signed by all parties.

UNOFFICIAL COPY

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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.

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 fraction: (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 the amount of such payment.

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. Any 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 [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 finely 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 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 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 provision 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.

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 the Property Address 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 of this Security Instrument.

27. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or if the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right 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 no 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.