



12 South Center Street  
Bensenville, IL 60106

Office: 630.350.3404  
Fax: 630.350.3438  
[www.bensenville.il.us](http://www.bensenville.il.us)

**VILLAGE BOARD**

December 7, 2017

**President**  
Frank DeSimone

**Board of Trustees**  
Rosa Carmona  
Ann Franz  
Agnieszka "Annie" Jaworska  
Melanie Lomax  
Nicholas Panicola Jr  
Armando Perez

**Village Clerk**  
Nancy Dunn

**Village Manager**  
Ivan K. Summers

Mr. Mark A. Huske  
425 North Martingale Road, Suite 1150  
Schaumburg, Illinois 60173

Re: December 1, 2017 FOIA Request

Dear Mr. Huske:

I am pleased to help you with your December 1, 2017 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on December 1, 2017. You requested copies of the items indicated below:

*"Any and all records showing the dates that Fairway Green Apartments, 640 South York Road, Bensenville, Illinois 60106, were constructed and any records dealing with zoning, land use, easements, intergovernmental agreements, permits, certificate of occupancy, building plans, and hearings concerning the Fairway Green Apartments"*

After a search of Village files, the following documents are enclosed to fulfill your request:

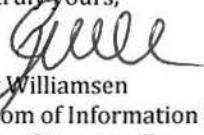
- 1) DuPage County Recording No. R-78-074290. (11 pgs.)
- 2) DuPage County Recording No. R-98-092055. (2 pgs.)
- 3) Village of Bensenville Violations No. 834 Decision and Order. (2 pgs.)
- 4) Village of Bensenville Violations No. 835 Decision and Order. (2 pgs.)
- 5) Village of Bensenville Violations No. 836 Decision and Order. (2 pgs.)
- 6) Village of Bensenville Certificate of Occupancy No. 52034. (1 pg.)

These are all of the documents that can be discovered responsive to your request.

According to our Public Work's Department, based on historic aerial photography, the Fairway Green apartments we constructed after 1962 and prior to 1974. They also found a USGS Quadrant map dated 1973 that shows the buildings. The sanitary sewer connection for the buildings first appears on the village atlas in 1975. The earliest recorded document that we can find is a mortgage dated 1978. Because the property is not in a subdivision, and there is no plat, we don't have an exact date of construction.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

  
Corey Williamsen  
Freedom of Information Officer  
Village of Bensenville

(3)

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE made this 7th day of August, 1978 by LA SALLE NATIONAL BANK, not personally but as Trustee under Trust Agreements Number 54695, 54701 and 54702, all dated July 13, 1978 (hereinafter collectively called the "Mortgagor"), to the AID ASSOCIATION FOR LUTHERANS, a Wisconsin corporation having its principal office in the City of Appleton, Wisconsin (hereinafter called the "Mortgagee"):

W I T N E S S E T H:

WHEREAS, Mortgagor is indebted to Mortgagee, for money borrowed in the principal sum of TWO MILLION FOUR HUNDRED SEVENTY THOUSAND AND NO/100THS DOLLARS (\$2,470,000.00), said indebtedness being evidenced by an Installment Note (herein called the "Note") of even date herewith in said principal sum, executed by Mortgagor and payable to Mortgagee at the office of Baird & Warner, Inc. in Chicago, Illinois, or at such other place as the holder thereof may from time to time designate in writing, in and by which Note the Mortgagor promises to pay the said principal sum and interest at the rate and in the manner provided for therein.

NOW, THEREFORE, to secure payment of said sum of Two Million Four Hundred Seventy Thousand and No/100ths Dollars (\$2,470,000.00) and interest thereon according to the provisions of the Note and to secure the performance of the covenants and agreements herein contained, and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby grant, remise, release, alien, convey and mortgage to Mortgagee, its successors and assigns, the following described real estate in Bensenville, Cook County, Illinois:

See Exhibit "A" attached hereto and by this reference made part hereof

which real estate, together with the property described in the next succeeding paragraph is herein called the "premises."

TOGETHER WITH (a) all right, title and interest, including the right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to any lands occupied by streets, alleys, or public places adjoining said premises or in such streets, alleys or public places; (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges thereunto belonging or appertaining; (c) all apparatus, machinery, equipment, and appliances of Mortgagor now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, ventilation or refrigeration (whether single units or centrally controlled) and to treat or dispose of refuse or waste; (d) all screens, window shades, blinds, wainscoating, storm doors and windows, floor coverings, and awnings of Mortgagor; (e) all apparatus, machinery, equipment and appliances of Mortgagor used or useful for or in connection with the maintenance and operation of said real estate or intended for the use or convenience of tenants, other occupants, or patrons thereof; (f) all items of furniture, furnishings, equipment, and personal property used or useful in the operation of said real estate; and (g) all replacements and substitutes for the foregoing whether or not any of the foregoing is or shall be on or attached to said real estate. It is mutually agreed, intended, and declared, that all of the aforesaid property owned by Mortgagor shall, so far as permitted by law, be deemed to form a part and parcel of said real estate and for the purpose of this mortgage to be real estate and covered by this mortgage. It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code.

THIS INSTRUMENT WAS PREPARED BY:

MC. BILL PAPAI  
BAIRD & WARNER, INC.  
115 S. LAFAYETTE ST.  
CHICAGO, ILLINOIS

596160-2

Original 132 L 141  
Original 132 L 141

As additional security for the indebtedness secured hereby, Mortgagor does hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with said real estate, and not secondarily, all the rents, issues and profits of the premises and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent or for security) under any and all present and future leases or other agreements relative to the occupancy of the premises. Mortgagor agrees not to procure or accept the prepayment of any rents or other income from the premises for more than one month except with the prior written consent of the Mortgagee. Mortgagor further agrees to execute and deliver such assignments of leases as Mortgagee may from time to time request. In case of default in the performance or observance of any of the terms or conditions of the Note or this Mortgage (1) the Mortgagor agrees, upon demand, to deliver to the Mortgagee all leases and agreements for the occupancy of any part of the premises, with such additional assignments thereof as the Mortgagee may request; and agrees that the Mortgagee may assume the management of the premises and collect the rents and other income therefrom, applying the same upon said indebtedness; and (2) the Mortgagor hereby authorizes and directs all tenants or other persons occupying any part of the premises to pay all rents and other income due under said leases and agreements to the Mortgagee upon request of the Mortgagee. In the event of such default, Mortgagor hereby appoints Mortgagee as its true and lawful attorney in fact to manage said property and collect the rents and other income, with full power to bring suit for collection of said rents and possession of said property, giving and granting unto said Mortgagee and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needful or necessary. Mortgagee shall receive such rents and other income of said premises, out of which it shall pay: (1) reasonable charges for collection hereunder, cost of necessary repairs and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents, (2) general and special taxes, insurance premiums and all accrued principal and interest on the Note. This power of attorney and assignment of rents shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney and assignment of rents. Mortgagee shall have and hereby expressly reserves the right and Privilege (but assumes no obligation) to demand, collect, sue for, receive and recover all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas, or mineral leases of the premises or any part thereof, now existing or hereafter made, and apply the same upon the indebtedness hereby secured, either before or after default hereunder.

TO HAVE AND TO HOLD the premises, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagee, its successors and assigns, forever for the uses and purposes herein set forth. Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Exemption laws of the State of Illinois and Mortgagor hereby warrants that at the time of the sealing and delivery of these presents Mortgagor is well seized of said real estate and premises in fee simple, and with full legal and equitable title to the mortgaged property, with good right, full power and lawful authority to sell, assign, convey, mortgage and warrant the same, and that it is free and clear of encumbrances and that Mortgagor will forever warrant and defend the same against all lawful claims.

1. Mortgagor agrees to pay, when due, all principal, interest and indebtedness secured hereby.

R78  
7/12/90

2. Mortgagor agrees not to abandon the premises; to keep the premises in good, safe and insurable condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building at any time in the process of erection upon the premises; to refrain from impairing or diminishing the value of this Mortgage; and neither make nor permit structural or other substantial alterations in the buildings or any substantial construction on the premises without the written consent of Mortgagee.

3. Mortgagor agrees to pay, not later than its due date and before any penalty or interest attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed on or against the premises and, at the request of Mortgagee, to exhibit to Mortgagee official receipts evidencing such payments; provided, however, that in the case of any special assessment (or other imposition in the nature of a special assessment) payable in installments, each installment thereof shall be paid prior to the date on which each such installment becomes due and payable.

4. Mortgagor agrees that if the United States or the State of Illinois or any of their subdivisions having jurisdiction shall levy, assess, or charge any tax, assessment or imposition upon this mortgage or the credit or indebtedness secured hereby or the Note or the interest of Mortgagor in the premises or upon Mortgagee by reason of or as holder of any of the foregoing (excepting therefrom any income tax on interest payments on the principal portion of the indebtedness secured hereby) then, unless all such taxes, assessments and impositions as may be lawfully paid by Mortgagor are paid, by Mortgagor to and for Mortgagee as they become due and payable, all sums hereby secured shall become immediately due and payable at the option of Mortgagee, notwithstanding anything contained herein or in any law heretofore or hereafter enacted. Mortgagor agrees to exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing payment of all taxes, assessments and charges which Mortgagor is required or elects to pay hereunder.

5. (a) Mortgagor agrees to maintain in force at all times fire and extended coverage insurance (including, without limitation, windstorm, explosion and such other risks usually insured against by owners of like properties) on the premises in such amount as is satisfactory to Mortgagee but in no event less than 80% of the full insurable value of the mortgaged premises and in no event less than the amount required to prevent Mortgagor from becoming a coinsurer within the terms of the applicable policies.

(b) Mortgagor will also maintain Flood Insurance, if required, pursuant to a designation of the area in which the mortgage premises is located as flood prone or a flood risk area, as defined by the Flood Disaster Protection Act of 1973 (U.S.C.), as amended, in an amount to be determined by the Mortgagee from time to time, when appropriate, as well as comply with any additional requirements of the National Flood Insurance Program as set forth in said act.

(c) All such insurance shall be written by companies and on forms with endorsements satisfactory to Mortgagee and the policies evidencing the same, with suitable loss-payable and standard non-contribution mortgagee clauses in favor of Mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale) attached, shall be kept constantly in force and constantly deposited with Mortgagee. All said policies shall provide for, among other things, written notice to Mortgagee of their expiration or any anticipated cancellation at least ten (10) days prior to such event occurring. Not less than ten (10) days prior to the expiration of any such policy, an appropriate renewal policy shall be deposited with Mortgagee.

8/8  
14790

RECODER  
DU PAGE COUNTY

R78- 74290

1978 AUG -8 PM 3:30

*George E. Baugher*

In case of loss, Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, in the reduction of the principal hereby secured, whether due or not, or may allow Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the improvements.

(d) Mortgagor shall notify Mortgagee in writing of any loss to the premises covered by insurance and Mortgagor directs each insurance company to make payment for such loss directly and solely to Mortgagee.

6. Mortgagor agrees that it will comply with all restrictions affecting the premises and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (whether federal, state or local) exercising any power of regulation or supervision over Mortgagor, or any part of the premises, whether the same be directed to the erection, repair, manner of use of, structural alteration of buildings, or otherwise.

7. Mortgagor agrees that if the United States Government or any department, agency or bureau thereof or the State of Illinois or any of its subdivisions shall at any time require documentary stamps to be affixed to the Note, Mortgagor will, upon request, pay for such stamps in the required amount and deliver them to Mortgagee, and Mortgagor agrees to indemnify Mortgagee against liability on account of such documentary stamps, whether such liability arises before or after payment of the Note and whether or not this Mortgage shall have been released.

8. At the option of Mortgagee, within ninety (90) days after the close of each calendar year, Mortgagor will furnish to Mortgagee annual statements of the detailed gross income, earnings and operating expenses of the premises as well as a certified current rent schedule of the property setting forth the name of each tenant, space occupied, monthly rent, lease security, lease expiration date, and the date through which rent is paid.

9. In addition to the payments required by the Note, Mortgagor agrees to make monthly deposits with Mortgagee in an interest-bearing account, of an amount equal to the sum of 1/12th of the annual general real estate taxes levied on the premises and 1/12th of the annual premium required to maintain insurance in force on the premises in accordance with the provisions of this Mortgage, the amount of such taxes and premiums, if unknown, to be estimated by Baird & Warner, Inc., or such other person or corporation as is acceptable to Mortgagee. Funds in such account shall be used by Mortgagee to pay such taxes and premiums on their respective due dates, and Mortgagor shall provide any insufficiency in such funds for this purpose not later than such due dates; provided that on the occurrence of a default under this Mortgage, Mortgagee may apply such funds in payment of any indebtedness hereby secured.

10. Mortgagor agrees faithfully to perform all of its obligations under all present and future leases or other agreements relative to the occupancy of the premises at any time assigned to Mortgagee by separate instrument as additional security, and to refrain from any action or inaction which would result in termination of any such leases or agreements or in

the diminution of the value thereof or of the rents or revenues thereunder. Mortgagor further agrees that any lease of the premises made after the date of recording of this Mortgage shall contain a covenant to the effect that such Lessee shall, at Mortgagee's option, agree to attorney to Mortgagee as Lessor and, upon demand, to pay rent to Mortgagee.

11. If any building or other improvement now or hereafter erected on the premises shall be destroyed or damaged by fire or any other cause, whether insured or uninsured, Mortgagor shall, if requested by Mortgagee, restore or rebuild such building or other improvement with materials and workmanship of as good quality as existed before such damage and destruction to substantially their former state, commencing the work of restoration or rebuilding as soon as possible and proceeding diligently with it until completion. Provided, however, that if Mortgagee shall apply part or all of the proceeds of any insurance covering such loss toward the reduction of the principal hereby secured in accordance with paragraph 5(c) of this Mortgage, then Mortgagor shall have the option of either restoring the improvements on the premises at its own expense or prepaying the remaining principal balance of the loan, plus accrued interest, without premium. Plans and specifications for the restoration as herein required shall be submitted to Mortgagee prior to commencement of work and shall be subject to reasonable approval of Mortgagee.

12. Mortgagor agrees to indemnify Mortgagee from all loss, damage and expense, including reasonable attorney's fees, incurred in connection with any suit or proceeding in or to which Mortgagee may be made a party for the purpose of protecting the lien of this Mortgage, but Mortgagor shall have the right to defend any such suit or proceedings, at its own expense.

13. Mortgagor hereby assigns to Mortgagee, as additional security all awards of damage resulting from condemnation proceedings or taking of or injury to the premises for public use, and Mortgagor agrees that the proceeds of all such awards shall be paid to Mortgagee and may be applied by Mortgagee, at its option, after the payment of all its expenses in connection with such proceedings, including costs and attorney's fees, to the reduction of the indebtedness hereby secured, and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittance for and to appeal from any such award.

14. Subject to the provisions of Section 9, Mortgagor agrees that in the event of default in performance of any of Mortgagor's agreements herein contained, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient after reasonable inquiry into the validity thereof. By way of illustration and not in limitation of the foregoing, Mortgagee may, but need not, make full or partial payments of principal or interest on prior and coordinate encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof, or redeem from any tax or assessment. All money paid for any of the purposes herein authorized and all 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 Post Maturity Rate. In making any payment hereby authorized relating to taxes or assessments, Mortgagee shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.

15. If default shall occur in the payment of any installment of principal and interest as provided in the Note, or in the payment of any other amount coming due under the Note or this Mortgage, or if default shall occur in the observance or performance of any other covenant or agreement of Mortgagor

170  
74290

contained in the Note or this Mortgage and if such default shall continue for 15 days; or if any proceedings be instituted or process issued to enforce any other lien, charge or encumbrances against the premises, or against Mortgagor under any bankruptcy or insolvency laws, or to place the premises or any part thereof in the custody or control of any court through its receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within 60 days; or if Mortgagor makes any assignment for the benefit of creditors, or is declared a bankrupt, or if by or with consent or at the instance of Mortgagor, proceedings to extend the time of payment of the Note or to change the terms of the Note or this mortgage be instituted under any bankruptcy or insolvency law; then the following provisions shall apply:

(a) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without present-  
ment, demand or further notice, with interest thereon, from the date of the first of any such default, at the Post Maturity Rate.

(b) Mortgagee may immediately foreclose this Mortgage. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due, during such foreclosure suit, and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and co-ordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree entered in such foreclosure proceedings.

(c) Mortgagee shall, at its option, but only to the extent permitted by law, have the right, acting through its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the premises, expel and remove any persons, goods, or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and, after deducting all reasonable attorney's fees, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the indebtedness secured hereby or upon any deficiency decree entered in any foreclosure proceedings.

16. In any foreclosure of this Mortgage there shall be allowed and included in the decreee for sale, to be paid out of the rents or the proceeds of such sale:

(a) all principal and interest remaining unpaid and secured hereby;

(b) all other items advanced or paid by Mortgagee pursuant to this Mortgage, with interest at the Post Maturity Rate from the date of advancement; and

(c) all court costs, attorney's fees, appraiser's fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree)

of procuring all abstracts of title, title searches and examinations, title guarantees, policies, Torrens certificates and similar data with respect to title which Mortgagee may deem necessary. All such expenses shall become so much additional indebtedness secured hereby and immediately due and payable, with interest at the Post Maturity Rate, when paid or incurred by Mortgagee in connection with any proceedings, 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 in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied to the items described in (a), (b), and (c) of this section, inversely to the order of their listing, and any surplus of the proceeds of such sale shall be paid to Mortgagor.

17. No remedy or right of Mortgagee shall be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. 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 in 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.

18. Mortgagor agrees that, upon request of Mortgagee from time to time, it will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage.

19. All notices, demands, consents, requests or other communications which are either required or contemplated in connection with this Mortgage shall be sent by United States registered mail and shall be deemed to have been delivered 48 hours after the deposit thereof, first class mail (air mail if so deposited outside the state in which addressee is located) postage prepaid at any main or branch United States post office addressed as follows:

if to Mortgagor: La Salle National Bank Trust No.  
c/o Keefer Roofing Company  
3588 N. Milwaukee Avenue  
Chicago, Illinois 60641  
Attn: Mr. Thomas Lindholm

if to Mortgagee: Baird & Warner, Inc.  
115 South LaSalle Street  
Chicago, Illinois 60603

By notice complying with the foregoing provisions of this section, Mortgagor and Mortgagee may from time to time change the above address applicable to them, respectively, for the purposes hereof.

20. Mortgagor agrees that without affecting the liability of any person for payment of the indebtedness secured hereby or affecting the lien of this Mortgage upon the premises or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any indebtedness secured hereby, extend the time, or agree to alter the terms of payment of such indebtedness.

21. Mortgagor agrees that this Mortgage and the Note it secures are to be construed and governed by the laws of the State of Illinois.

22. Upon full payment of all sums secured hereby at the time and in the manner provided, this conveyance shall be null and void, and upon demand therefor following such payment, a reconveyance or release of the premises shall in due course be made by Mortgagee to Mortgagor.

23. All provisions hereof shall inure to and bind the respective successors, vendees and assigns of the parties hereto. The word "Mortgagor" shall include all persons claiming under or through Mortgagor and all 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. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

24. The Mortgagor within three (3) days upon the request in person or within seven (7) days upon request by mail will furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against the mortgage debt, or, if such offsets or defenses are alleged to exist, the nature thereof.

25. Mortgagor represents that the land covered by this Mortgage at the time of execution hereof is not improved with a dwelling for not more than four families and that the proceeds of the loan secured hereby have not been, are not being and will not be used, in whole or in part, to finance the construction of a dwelling for not more than four families and that the land covered by this Mortgage is not used or intended to be used for agricultural purposes. Mortgagor represents it has been authorized or empowered by the trust instrument or by a person having a power of direction over Mortgagor to, and Mortgagor does hereby, waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on behalf of Mortgagor, the trust estate and all persons beneficially interested therein, and each and every person except decree or judgment creditors of Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the premises subsequent to the date hereof.

26. Mortgagor covenants and agrees that the entire proceeds of the Note secured by this Mortgage are from a business loan (as that term is used in Section 4(1)(c) of Chapter 74, of the Illinois Revised Statutes), that Mortgagor is within the class of borrowers, and the proceeds of the Note secured by this Mortgage shall be exclusively for a purpose, described in Section 4(1)(c) of Chapter 74 of the Illinois Revised Statutes.

27. Mortgagor agrees that it will upon written request by the Mortgagee, as provided in Paragraph 19 hereof, provide certified copies of the Trust Agreement and any modifications thereof and any subsequent assignments of the beneficial interest thereunder to the Mortgagee hereunder or its successors in interest.

28. Mortgagor shall not sell, convey or otherwise dispose of all or any part of the premises nor consent to the transfer of all or any part of its beneficial interests without the prior written consent of Mortgagee. Mortgagor shall promptly notify Mortgagee in writing of any such proposed sale, conveyance, or other disposition. Provided, however, that Mortgagor may sell and transfer the premises to any bona fide third-party purchaser so long as the indebtedness secured hereby is paid in full at the time of such sale and transfer in accordance with the prepayment provisions set forth in the Note. Provided further, that if Mortgagor requests permission to transfer the premises to a bona fide third-party purchaser subject to this Mortgage and Security Agreement or if the beneficiaries of Mortgagor, or any one of them, request permission to transfer all or any portion of their beneficial interest to third parties, and if Mortgagee shall refuse to agree to such transfer, then Mortgagor may prepay the indebtedness secured hereby in full upon payment of a prepayment premium equal

R/8 - 74290

to one-half (1/2) of the prepayment premium which would otherwise be due, as provided in the Note, or One Per Cent (1%), whichever is greater.

29. The term "Post Maturity Rate", as used herein, means interest at the rate of Four Per Cent (4%) per annum in excess of the interest rate payable under the Note prior to (a) a default in payment of principal or interest when due, or (b) any other default as provided for in this Mortgage; but in either case, not more than the maximum contract rate permitted by law.

30. Mortgagor agrees that it will not create or permit any liens to be filed against the premises without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld.

31. Mortgagor shall not allow any federal tax liens to be filed against the premises.

32. Upon default by Mortgagor and following the acceleration of maturity as aforesaid, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made any time prior to foreclosure sale by Mortgagor, its successors or assigns, shall constitute an evasion of the prepayment privilege and shall be deemed to be a voluntary prepayment hereunder and such prepayment, to the extent permitted by law, will therefore include a premium under the prepayment privilege, if any, contained in the Note. If such tender occurs during the first Ten (10) Loan Years (as defined in the Note secured hereby), the prepayment premium shall be ten per cent (10%) of the amount so prepaid.

33. This Mortgage is executed by La Salle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the said Note contained shall be construed as creating any liability on the said Mortgagor personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises hereby conveyed and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and said Note provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the guarantor, if any.

270  
7/29/00

IN WITNESS WHEREOF, La Salle National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President and its corporate seal to be affixed and attested by its Secretary as of the day and year first above written.

(SEAL)

LA SALLE NATIONAL BANK, not  
personally but as Trustee  
under Trust Number 54695

Attest: L. M. M. S.  
Secretary

By: ASSISTANT PRESIDENT

(SEAL)

LA SALLE NATIONAL BANK, not  
personally but as Trustee  
under Trust Number 54701

Attest: L. J. F. F.  
Secretary

*By: J. W. C.*  
President

(SEAL)

LA SALLE NATIONAL BANK, not  
personally but as Trustee  
under Trust Number 54702

Attest: John A. Smith  
Secretary

By: ~~President~~

STATE OF ILLINOIS) )  
COUNTY OF Cook ) SS

I, CHARLES LARSEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James A. Clark, ASST. VICE President of La Salle National Bank, and Mr. Marsh, SECRETARY Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE President and ASSISTANT Secretary 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 Bank, for the uses and purposes therein set forth; and the said ASSISTANT Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2<sup>nd</sup> day of  
August A.D. 1978.

Cheryl Larber  
Notary Public

My commission expires:

My Commission Expires:  
11-19-81

10.

EXHIBIT "A"

The North 5-1/3 chains of the East 11-1/4 chains of that part  
of the Southeast Quarter of Section 23, Township 40 North,  
Range 11 East of the Third Principal Meridian lying South of  
the North 3.19 chains thereof, in DuPage County, Illinois.

R78 - 74290

11.

RECORDER  
DU PAGE COUNTY*Carney*

**FOR THE PROTECTION OF THE  
OWNER, THIS RELEASE SHALL BE  
FILED WITH THE RECORDER OR  
THE REGISTRAR OF TITLES IN  
WHOSE OFFICE THE MORTGAGE  
OR DEED OF TRUST WAS FILED.**

**SATISFACTION OF MORTGAGE AND SECURITY AGREEMENT**

Know all Men by these Presents, That **AID ASSOCIATION FOR LUTHERANS**, a corporation organized and existing under the laws of the State of Wisconsin, located at Appleton, Wisconsin, does hereby certify and acknowledge that a certain mortgage and security agreement, bearing date on the 7th day of August, A.D. 1978, made and executed by **La Salle National Bank, not personally but as Trustee under Trust Agreements Number 54695, 54701 and 54702, all dated July 13, 1978**, now held and owned by the corporation above named, covering property described as follows:

*BS  
2  
RC*

The North 5-1/3 chains of the East 11-1/4 chains of that part of the Southeast Quarter of Section 23, Township 40 North, Range 11 East of the Third Principal Meridian lying South of the North 3.19 chains thereof, in DuPage County, Illinois.

P.I.N.s 03-23-400-007, 03-23-400-008, 03-23-400-009, 03-23-400-010;

and recorded in the office of the Recorder in and for DuPage County, in the State of Illinois, on the 8th day of August, A.D. 1978, at 3:30 o'clock P.M., as Document No. R78-74290; said Mortgage and Security agreement was subsequently modified by that certain Modification of Installment Note and Mortgage and Security Agreement dated August 14, 1978 and recorded in the office of the Recorder in and for DuPage County, in the State of Illinois on the 22nd day of August, A.D., 1978, at 3:30 o'clock P.M., as Document No. R78-79539, is fully paid, satisfied and discharged, and the Recorder of said county is hereby authorized to enter this satisfaction of record.

In Witness Whereof, The said **AID ASSOCIATION FOR LUTHERANS** has caused these presents to be signed by Wayne C. Streck, its Vice President - Mortgages and

Page 1 of 2

*CJA 640 - 650 S. York Rd  
Bensenville*

Real Estate, and countersigned by Kenneth E. Podell, its Assistant Secretary, and the corporate seal to be hereto affixed this 7th day of February, A.D. 1997.

(SEAL)

<sup>W.B.A</sup> AID ASSOCIATION FOR LUTHERANS

By:

Wayne C. Streck

Wayne C. Streck

Vice President -

Mortgages and Real Estate

In Presence of

Kathleen VanBrant  
Bonnie L. Husz

Countersigned,

Kenneth E. Podell

Kenneth E. Podell

Assistant Secretary

STATE OF WISCONSIN )  
                         ) ss.  
OUTAGAMIE COUNTY )

On this 7th day of February, A.D. 1997, before me personally came the above named Wayne C. Streck, Vice President - Mortgages and Real Estate, and Kenneth E. Podell, Assistant Secretary, of **AID ASSOCIATION FOR LUTHERANS**, a corporation, to me known to be such officers of said corporation and to me well known to be the persons who executed the above instrument and acknowledged the same as the deed of said corporation.

(SEAL)

Ruth M. Muller

Notary Public

My commission expires 1-27-97.

*This instrument drafted by Kenneth E. Podell, Attorney, Aid Association for Lutherans, 4321 North Ballard Road, Appleton, Wisconsin 54919.*

Page 2 of 2

Thomas Lindholm  
3588 N Milwaukee Ave  
Chicago, IL 60641

## Blank Finding, Decision And Order

Administrative Building Code

Bensenville

VS

FAIRWAY GREEN APARTMENTS

FAIRWAY GREEN APARTMENTS  
640 S YORK RD.  
BENSENVILLE IL 60106ATT: TIM PURALEWSKY  
Co-Own:

Docket# : 6071

Violation# : 834

Hearing Date : 06/11/2015

Violation Address :

Officer : 129 - RON HERFF

Offense : V186 - FAILURE TO REGISTER PROPERTY AS A RENTAL

Offense Detail :

Rep Of Municipality

W. Belmonte

Rep Of Defendant :

Decision :

 Code Violated Code Not Violated Non-Suit Continuance On

Decision Decided By :

 Admission Evidence

Finding Of Fact :

 In Favor of Respondent In Favor of Municipality Respondent defaulted for failure to appear. In favor of Municipality. Compliance - Pre Hearing Compliance - Post Hearing

Finding Exp :

---

---

Order :

Fine Amount Abated Upon Compliance :  YES  NOFine Amount : \$150 Fee :        Compliance Date :       

Other Stipulation(s) :

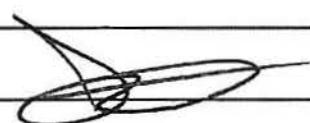
---

---

Date :

06.11.15

Hearing Officer :



**VILLAGE OF BENSENVILLE  
NON-TRAFFIC COMPLAINT  
AND NOTICE TO APPEAR**

CASE NO. VC-00834.00

TICKET # 834

STATE OF ILLINOIS COUNTY OF: COOK / DUPAGE

VILLAGE OF: BENSENVILLE

IN THE ADMINISTRATIVE ADJUDICATION COURT OF THE  
VILLAGE OF BENSENVILLE  
DUPAGE COUNTY, ILLINOIS - 60106

A MUNICIPALITY PLAINTIFF VS.

D	NAME	Fairway Green Apartments		
E	OWNER ADDRESS	640 S York Rd		
F	CITY	Bensenville	STATE	IL
E	PHONE NO.	60106		
N				
D				
A				
N				
T	Location of Violation	640.00 S YORK RD , Bensenville, IL,		

THE UNDERSIGNED STATES THAT ON 5/13/2015 AT  
THIS DEFENDANT DID UNLAWFULLY COMMIT THE FOLLOWING OFFENSE(S):

"No person, whether an owner, manager, agent or sublessor shall operate, and no owner shall permit the operating of a dwelling unit or rooming house or rent or lease or offer to rent or lease any rental unit unless such establishment or rental unit has been granted a certificate of inspection from the village as provided herein."

Comment: FAILURE TO REGISTER RENTAL PROPERTY

IN VIOLATION OF VC 9-15-2:A OF THE BENSENVILLE MUNICIPAL CODE

640.00 S YORK RD , Bensenville, IL,

A	<b>ADMINISTRATIVE ADJUDICATION COURT LOCATED AT:</b>			
P	THE VILLAGE OF BENSENVILLE			
P	2 <sup>ND</sup> FLOOR BOARD ROOM			
E	12 S. CENTER STREET, BENSENVILLE, IL 60106			
A	ON: 06-11-2015			
R	AT: 2:00 P.M.			
A				
N				
C				
E	<input checked="" type="checkbox"/> YOU MUST APPEAR IN COURT, IN PERSON, ON THE ABOVE DATE AND TIME			



**VILLAGE OF BENSENVILLE  
NON-TRAFFIC COMPLAINT  
AND NOTICE TO APPEAR**

CASE NO. VC-00835.00

TICKET # 835

STATE OF ILLINOIS COUNTY OF: COOK / DUPAGE

VILLAGE OF: BENSENVILLE

IN THE ADMINISTRATIVE ADJUDICATION COURT OF THE  
VILLAGE OF BENSENVILLE  
DUPAGE COUNTY, ILLINOIS - 60106

A MUNICIPALITY PLAINTIFF VS.

D	NAME	Fairway Green Apartments		
E	OWNER ADDRESS	640 S York Rd		
F	CITY	Bensenville	STATE	IL
E	PHONE NO.	60106		
D	Location of Violation	644.00 S YORK RD , Bensenville, IL,		
A				
N				
T				

THE UNDERSIGNED STATES THAT ON 5/13/2015 AT

THIS DEFENDANT DID UNLAWFULLY COMMIT THE FOLLOWING OFFENSE(S):

"No person, whether an owner, manager, agent or sublessor shall operate, and no owner shall permit the operating of a dwelling unit or rooming house or rent or lease or offer to rent or lease any rental unit unless such establishment or rental unit has been granted a certificate of inspection from the village as provided herein."

Comment: FAILURE TO REGISTER RENTAL PROPERTY

IN VIOLATION OF VC 9-15-2:A OF THE BENSENVILLE MUNICIPAL CODE

644.00 S YORK RD , Bensenville, IL,

A	ADMINISTRATIVE ADJUDICATION COURT LOCATED AT:
P	THE VILLAGE OF BENSENVILLE
P	2 <sup>ND</sup> FLOOR BOARD ROOM
E	12 S. CENTER STREET, BENSENVILLE, IL 60106
A	ON: 06-11-2015
R	AT: 2:00 P.M.
A	
N	
C	
E	<input checked="" type="checkbox"/> YOU MUST APPEAR IN COURT, IN PERSON, ON THE ABOVE DATE AND TIME

## Blank Finding, Decision And Order

## Administrative Building Code

Bensenville

VS

FAIRWAY GREEN APARTMENTS

FAIRWAY GREEN APARTMENTS  
640 S YORK RD.  
BENSENVILLE IL 60106

ATT: TIM PURALEWSKY  
Co-Own:

Docket# : 6073

Violation# : 836

Hearing Date : 06/11/2015

Violation Address :

Officer : 129 - RON HERFF

Offense : V186 - FAILURE TO REGISTER PROPERTY AS A RENTAL

Offense Detail :

Rep Of Municipality

W. Belmonte

Rep Of Defendant :

Decision :

 Code Violated Code Not Violated Non-Suit Continuance On

Decision Decided By :

 Admission  Evidence

Finding Of Fact :

 In Favor of Respondent In Favor of Municipality Respondent defaulted for failure to appear. In favor of Municipality. Compliance - Pre Hearing Compliance - Post Hearing

Finding Exp :

---

Order :

Fine Amount Abated Upon Compliance :  YES  NOFine Amount : \$150 Fee : 

---

 Compliance Date : 

---

Other Stipulation(s) :

---

Date : 06.11.15Hearing Officer : 

**VILLAGE OF BENSENVILLE  
NON-TRAFFIC COMPLAINT  
AND NOTICE TO APPEAR**

CASE NO. VC-00836.00

TICKET # 836

STATE OF ILLINOIS COUNTY OF: COOK / DUPAGE

VILLAGE OF: BENSENVILLE

IN THE ADMINISTRATIVE ADJUDICATION COURT OF THE  
VILLAGE OF BENSENVILLE  
DUPAGE COUNTY, ILLINOIS - 60106

A MUNICIPALITY PLAINTIFF VS.

D	NAME	Fairway Green Apartments		
E	OWNER ADDRESS	640 S York Rd		
F	CITY	Bensenville	STATE	IL
E	PHONE NO.	. 60106		
N	Location of Violation 648.00 S YORK RD , Bensenville, IL,			
D				
A				
N				
T				

THE UNDERSIGNED STATES THAT ON 5/13/2015 AT  
THIS DEFENDANT DID UNLAWFULLY COMMIT THE FOLLOWING OFFENSE(S):

"No person, whether an owner, manager, agent or sublessor shall operate, and no owner shall permit the operating of a dwelling unit or rooming house or rent or lease or offer to rent or lease any rental unit unless such establishment or rental unit has been granted a certificate of inspection from the village as provided herein."

Comment: FAILURE TO REGISTER RENTAL PROPERTY

IN VIOLATION OF VC 9-15-2:A OF THE BENSENVILLE MUNICIPAL CODE

648.00 S YORK RD , Bensenville, IL,

A	<b>ADMINISTRATIVE ADJUDICATION COURT LOCATED AT:</b>
P	THE VILLAGE OF BENSENVILLE
P	2 <sup>ND</sup> FLOOR BOARD ROOM
E	12 S. CENTER STREET, BENSENVILLE, IL 60106
A	ON: 06-11-2015
R	AT: 2:00 P.M.
A	
N	
C	
E	<input checked="" type="checkbox"/> YOU MUST APPEAR IN COURT, IN PERSON, ON THE ABOVE DATE AND TIME

VILLAGE OF BENSENVILLE  
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT  
12 SOUTH CENTER STREET BESENVILLE, ILLINOIS 60106

## **DWELLING INSPECTION PROGRAM**

### **CERTIFICATE OF OCCUPANCY**

**CERTIFICATE NUMBER: 52034**

**EXPIRATION DATE: 12/25/2017**

**This certifies that the building at 640 SOUTH YORK ROAD was inspected under the authority of Dwelling Inspection Program (Title 9, Chapter 12 of the Bensenville Village Code) and found to conform to the requirements of the Dwelling Inspection Ordinance and Zoning Ordinance of the Village of Bensenville.**

**The dwelling unit may be occupied by no more than 2 persons per bedroom for sleeping purposes. No sleeping is allowed in the basement of any dwelling.**

**BENSENVILLE  
COMMUNITY & ECONOMIC  
DEVELOPMENT**

**07/26/2017**

---

**DIRECTOR OF COMMUNITY  
AND ECONOMIC DEVELOPMENT**

**DATE ISSUED**