

BOX 370

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4/4/2018 97 001 Page 1 of 6
2000-07-26 15:19:14
Cook County Recorder 31.00

THIS INSTRUMENT PREPARED BY:
AND RECORD AND RETURN TO:



00562677

Alvin J. Helfgot
Laser, Pokorny, Schwartz,
Friedman & Economos, P.C.
205 N. Michigan Ave., #3800
Chicago, IL 60601
(312) 540-0600

ADDRESS OF PROPERTY:
5009 Oakton
Skokie, IL 60077

PIN: 10-28-201-006
10-28-201-007

For Recorder's Use Only

MORTGAGE

ADDELHEID THIS INDENTURE, made as of July 7, 2000 between MICHAEL MATAN and HEIDI MATAN, husband and wife (herein referred to as "Mortgagor") and STEVEN H. BERLIANT (herein referred to as "Mortgagee") witnesseth:

AHM
TJA

THAT WHEREAS, Mortgagor executed a Mortgage Note of even date herewith in the principal sum of Three Hundred Thousand Dollars (\$300,000.00) (herein referred to along with all renewals thereof, as the "Note"), in and by which Note, Mortgagor promises to pay the principal sum with interest as set forth in the Note on or before July 7, 2005.

NOW, THEREFORE, Mortgagor to secure the payment of the Note, with interest as set forth in the Note, and also in consideration, of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, his successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

See attached Exhibit "A"

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements thereon situate and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any

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JL

ARGF, INC

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and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said obligations hereinbefore described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

In addition, the Mortgagor covenants with the Mortgagee as follows:

1. Mortgagor shall promptly pay when due without set-off, recoupment, or deduction, the principal and interest on the indebtedness evidenced by the Note.
2. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; and (3) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.
3. Mortgagor shall immediately pay, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may be levied against the premises. Mortgagor shall delivery satisfactory evidence to Mortgagee that all such taxes and assessments have been promptly paid.
4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and such other risks and hazards that are insurable under the present and future forms of all-risk insurance policies providing for payment by the insurance companies of moneys sufficient to pay the greater of either the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. Mortgagee shall be named in the standard form mortgagee clause in the all-risk insurance policy and as an additional insured under the liability insurance policy to be kept by Mortgagor for the premises.
5. At the option of Mortgagee, and after notice to Mortgagor, the Note shall become due and payable if any of the following Events of Default shall occur: (a) ten (10) days after an Event of Default under the terms of the Note; (b) immediately in the event Mortgagor shall, without the prior consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the premises, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing; (c) immediately in the event Mortgagor files for bankruptcy or bankruptcy

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proceedings are instituted against Mortgagor and are not dismissed within thirty (30) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing; (d) immediately in the event Mortgagor makes an assignment for the benefit of creditors, becomes insolvent or becomes unable to meet his obligations as they become due; or (e) immediately in the event Mortgagor breaches any covenant or agreement contained herein or any other document or agreement executed in connection with the Note or this Mortgage.

6. When the Note shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses relating thereto which may be paid or incurred by or on behalf of Mortgagee, including but not limited to attorneys' fees, appraiser's fees, broker's commissions, environmental audit costs, advertising expenses, outlays for documentary and expert evidence, 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, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises.

7. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all principal and interest, remaining unpaid on the Note; and third, any overplus to Mortgagor, their successors or assigns, as their rights may appear.

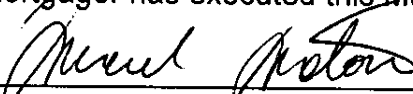
8. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgage or Note conflict with said law, such conflict shall not affect any other provision of the Mortgage or Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the Note shall be deemed severable.

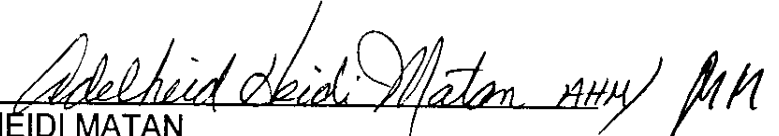
9. Any notice, demand, request or other communications desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally serviced or on the second (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Mortgagor at the addresses set forth in the Note or to such other address as either the Mortgagor or the Mortgagee notifies the other party in writing.

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.


MICHAEL MATAN


ADELHEID HEIDI MATAN

Property of Cook County Clerk's Office

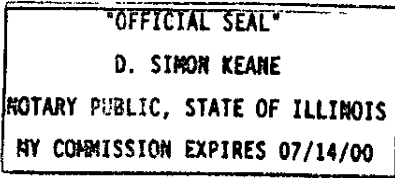
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STATE OF ILLINOIS)
)
COUNTY OF COOK) ss:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Michael Matan and Heidi Matan, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 7th day of July, 2000.




Notary Public

Commission expires:

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EXHIBIT "A"

Lots 4 and 5 in Block 1 in Circuit Court Partition of Lots 2 to 18 in William Lill Administrators Subdivision in the Northeast 1/4 of Section 28, Township 41 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded October 15, 1915 as Document No. 5731200 in Cook County, Illinois.

Property of Cook County Clerk's Office

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