

MORTGAGE



This Mortgage consists of 5 pages. The covenants, conditions and provisions appearing on subsequent pages incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made September 15, 2000, between DR. SIDNYEY LEVIN A/K/A DR. SCHLOMO D. LEVINE and ANNABEL LEVINE, herein referred to as "Mortgagor," and CONGREGATION EZRA-HABONIM, a religious not-for-profit corporation, Chicago, Illinois, herein referred to as the MORTGAGEE, witnesseth:

THAT, WHEREAS Mortgagor has concurrently herewith executed a principal note bearing even date herewith in the total Principal Sum of ONE HUNDRED THOUSAND DOLLARS, made payable to THE ORDER OF CONGREGATION EZRA-HABONIM and delivered, in and by which said Principal Note the Mortgagor promises to pay out that portion of the trust estate subject to said trust Agreement and hereinafter specifically described, the said principal sum as set forth herein on the fourth (4th) page of this Mortgage with interest thereon from the date hereof until maturity at the rate of five per centum (5%) per annum, payable as set forth on said Page Four (4) until the principal is satisfied.

All of said principal and interest being payable at 2600 West Sherwin, Chicago, Illinois 60645 or at such address as the MORTGAGEE as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the address listed above, NOW, THEREFORE, Mortgagor, to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage and also in consideration of the sum of Ten Dollars in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Unit 3-"D" in 2300 Sherman Condominium, as delineated on the survey of certain lots or parts thereof in Owner's Resubdivision, being a subdivision located in Section 7, Township 41 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded as document 97478812, in Cook County, Illinois, together with an undivided percentage interest in the common elements appurtenant to said unit, also together with an exclusive easement for parking purposes in and to parking space number "P"-7, as set forth in said Declaration.

P.I.N. No. 11-07-115-023-1011

Address of Property: 2300 Sherman, Unit 3D, Evanston, Illinois 60201

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues, and profits thereof for so long and during all such times as Mortgagor, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), ventilation, (including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of the real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment, or articles hereafter placed in the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Payee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

**THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO PREVIOUSLY ARE:**

1. Until the indebtedness aforesaid shall be fully paid, and in the case of the failure of Mortgagor, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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-, (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to holder of the note (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to holder of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holder of the note, under insurance policies payable, in case of loss or damage, to the holder of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holder of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then holder of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by the holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to holder for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this Mortgage, if any, otherwise the prematurity rate set forth therein. Inaction of holder of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The holder of the note hereby secured is hereby authorized, if necessary, to take any action relating to taxes or assessments, statement or estimate procured from the appropriate public office without injury into the accuracy of tax bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holder of the note, 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, which may be paid or incurred by or on behalf of the Payees or holder of the note, for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as the holder of the note, 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. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this Mortgage, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by holder of the note in

connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

4. 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 all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

5. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Payee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of. (a) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

6. The holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

7. The holder of the Note has no duty to examine the title, location, existence, or condition of the Premises, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the note or the Mortgage, nor shall said holder be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of said holder, and it may require indemnities satisfactory to it before exercising any power herein given.

8. The holder of the Note shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid; and the holder may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to the holder the principal notes, representing that all indebtedness hereby secured has been paid, which representation the holder may accept as true without inquiry. Where a release is requested of a successor holder, such successor holder may accept as the genuine notes herein described any notes which bear an identification number purporting to be placed thereon by a prior holder hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original holder, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

9. Any Successor holder of the Note hereunder shall have the identical title, powers and authority as are herein given holder.

10. The payment of principal and interest pursuant to the terms and provisions of this Mortgage are as follows:

This loan is for the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). The interest rate for reimbursement of said sum is five percent (5%) per annum, payable quarterly.

All principal and unpaid interest shall be due and paid on the maturity date. The maturity date shall be the first of the following to occur:

A) Six months following the sale of the real estate which is secured by this mortgage and located at 2300 Sherman, Unit 3D, Evanston, Illinois 60201.

B) The contract between Rabbi SIDNYEY LEVIN a/k/a DR. SCHLOMO D. LEVINE and Congregation Ezra-Habonim dated August 30, 2000 has a term now scheduled to terminate on July 31, 2004. In the event this contract is not renewed beyond July 31, 2004, all principal and unpaid interest due under this Note shall be paid in three equal installments as follows:

- 1) One-third of the principal and unpaid interest shall be paid on August 1, 2005.
- 2) One-third of the principal and unpaid interest shall be paid on August 1, 2006.
- 3) All remaining unpaid principal and interest shall be paid in full by August 1, 2007.

In the event the contract is renewed between Rabbi SIDNYEY LEVIN a/k/a DR. SCHLOMO D. LEVINE and Congregation Ezra-Habonim, the payment date for all unpaid principal and interest shall be redetermined in writing by the parties.

C) Six (6) months following the resignation of Rabbi SIDNYEY LEVIN a/k/a DR. SCHLOMO D. LEVINE from Congregation Ezra-Habonim.

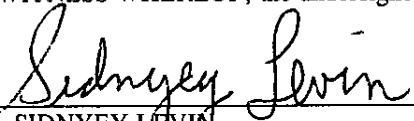
D) Six (6) months following the termination of the services of Rabbi SIDNYEY LEVIN a/k/a DR. SCHLOMO D. LEVINE from Congregation Ezra-Habonim.

E) A default on the Installment Note secured by the first mortgage on the real estate located at 2300 Sherman, Unit 3D, Evanston, Illinois 60201 and the passage of any applicable grace period thereunder.

F) Any default under the Promissory Note securing this mortgage, including, but not limited to, the failure of the Payor under the Note to timely reimburse the Holder of the Note for any sums advanced to incur any default under the first mortgage identified in C above.

This Mortgage is hereby governed by under the laws of the State of Illinois and all Illinois law pertaining to mortgages shall be applicable to this Mortgage.

IN WITNESS WHEREOF, the undersigned hereby execute this Mortgage on the date hereinabove set.

  
DR. SIDNYEY LEVIN  
A/K/A DR. SCHLOMO D. LEVINE

  
ANNABEL LEVINE

Tennessee SE  
STATE OF ~~ILLINOIS~~  
Knox SS  
COUNTY OF ~~COOK~~

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named DR. SIDNYEY LEVIN A/K/A DR. SCHLOMO D. LEVINE and ANNABEL LEVINE, husband and wife, 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.

DATED: Sept. 21, 2000

Bela L. Es  
NOTARY PUBLIC Expires 11-24-2001

THIS INSTRUMENT PREPARED BY:

RICHARD S. ROSEN  
VEVERKA, ROSEN AND HAUGH  
180 North Michigan Avenue  
Suite 900  
Chicago, Illinois 60601  
(312) 372-3665

MAIL TO:

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