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Cook County Recorder

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GEORGE E. COLE@
LEGAL FORMS

No.103 REC
February 1996

MORTGAGE (ILLINIOS)

For Use With Note Form No. 1447

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THIS AGREEMENT, made DECEMBER 13 ~~XX~~ 2000, between RICHARD N. WARSAW

IL

herein referred to as "Mortgagors," and J LIPSCHULTZ, LEVIN & GRAY, L.L.C. (No. and Street) (City) (State)

425 Huehl Road, Bldg. 7 Northbrook IL 60062

herein referred to as "Mortgagee," witnesseth: (No. and Street) (City) (State)

Promissory

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the ~~attached~~ ^{attached} note of even date herewith, in the principal sum of Twenty-seven thousand nine hundred thirty-four and 83/100 ~~thirty-four and 83/100~~ DOLLARS(\$27,934.83*****), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate ~~of~~ ^{as} provided in said note, with a final payment of the balance due on the 13th day of February, ~~XX~~ 2001, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 425 Huehl Road, Bldg. 7, Northbrook, IL 60062

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF COOK IN STATE OF ILLINIOS, to wit:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF

which, with the property herein after described, is referred to herein as the "premise,"

Permanent Real Estate Index Number(s): 17-04-122-086 & 087 & 088 & 089 & 090

Address(es) of Real Estate: 1277 N. Clybourn, Chicago, IL

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 Mortgagors 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), and 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 said 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is: RICHARD N. WARSAW

This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written.

[Signature] (SEAL) _____ (SEAL)
RICHARD N. WARSAW

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

_____ (SEAL) _____ (SEAL)

State of Illinois, County of _____ ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD N. WARSAW



_____ is known to me to be the same person whose name _____ is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

_____ he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 13th day of December xx 2000

Commission expires 9-2 2003 Shirley Dalgaard
NOTARY PUBLIC

This instrument was prepared by Jay Rubinstein, 425 Huehl Road, Bldg. 7, Northbrook, IL 60062
(Name and Address)

Mail this instrument to William Finestone, 425 Huehl Road, Bldg. 7, Northbrook, IL 60062
(Name and Address)

Northbrook IL 60062
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____

EXHIBIT "A"

LOTS 4, 5, 6, 7, 8 and 9 IN SUBDIVISION OF LOT 22 IN BUTTERFIELD'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTH WEST QUARTER AND THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-04-122-086-000, 087, 088, 089 & 090

COMMON ADDRESS: 1275-85 N. CLYBOURN
CHICAGO, IL 60610

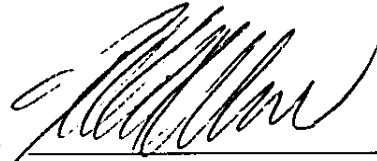
Property of Cook County Clerk's Office

\$27,934.83

Northbrook, Illinois
December 13, 2000

PROMISSORY NOTE

On February 13, 2001, I promise to pay to Lipschultz, Levin & Gray, L.L.C., or order, the sum of Twenty-seven thousand, nine hundred and thirty-four dollars and 83/100, (\$27,934.83), with interest at the rate of eight per cent (8%), per annum, at 425 Huehl, Building 7, Northbrook, IL 60062.



Richard N. Warsaw

Property of Cook County Clerk's Office

GUARANTY

Whereas the undersigned's solely owned corporation, Antiques, Ltd., ("Antiques"), is past due and in default in the payment of fees for services previously rendered to Antiques by it's CPA firm, Lipschultz, Levin & Gray, L.L.C., ("LLG"), and

Whereas the undersigned desires LLG to continue to perform ongoing accounting and tax services on behalf of Antiques in the future, and

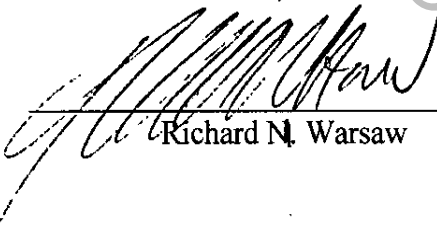
Whereas the undersigned desires LLG to continue to forbear from commencing legal and other collection action against Antiques for the past due fees owed to LLG,

Now, therefore for this and other good and valuable consideration the receipt of which is hereby acknowledged, I, Richard N. Warsaw, hereby personally guaranty to LLG the prompt payment of all debts, and amounts due to LLG by Antiques as well as all claims which may hereinafter arise in favor of LLG against Antiques.

This is a continuing Guaranty and shall remain in force until revoked by me by notice in writing to LLG, but such revocation shall be effective only as to claims of LLG, which arise out of transactions entered into after it's receipt of such notice.

This obligation shall cover the renewal of any claims guaranteed by this instrument or extensions of time of payment thereof, and shall not be affected by any surrender or release by LLG of any other security held by it for any claim hereby guaranteed. In the event of default of Antiques to make payment on any claims of Antiques when due, I agree, without LLG first having to proceed against Antiques, to pay on demand all sums due and to become due to LLG from Antiques and all losses, costs, attorney's fees, or expenses which LLG may incur by reason of Antiques's default.

In witness whereof I have signed and sealed this guaranty on 12.22, 2000.


Richard N. Warsaw