

# MORTGAGE AGREEMENT

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9711/0053 89 001 Page 1 of 6  
2001-02-15 09:47:42  
Cook County Recorder 59.50



At the request of PAUL J. KRUGMAN, single  
(the undersigned) and upon the security hereof, BANKERS INSURANCE COMPANY  
(Surety) has arranged, executed or continued an appearance bond, numbered  
105-000542, dated 12-21-2000  
for PHILIP MARC KRUGMAN 07/26/1969 (Principal).  
Said bond is in the sum of \$ 50,000- and is posted in the  
CIRCUIT Court of BROWARD COUNTY, FL

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (jointly and severally, if more than one) absolutely and unconditionally covenant, promise, undertake, agree and bind themselves, their representatives, successors, heirs and assigns as follows:

1. The undersigned shall have the Principal forthcoming before the Court named in said bond, or in the event of a bindover, the Court to which bound, at the time therein fixed, or as provided by law, and from day to day and term to term thereafter, as may be ordered by such Court.
2. The undersigned shall at all times indemnify and hold harmless the Surety from and against every loss, cost and expense which the Surety shall or may for any cause at any time directly or indirectly sustain or incur by reason or in consequence of the execution or continuation of said bond and every bond executed in substitution for said bond, with or without the consent of the undersigned. This indemnity shall include (but not be limited to) bond estreatures and forfeitures, judgments, court costs, sheriff's fees, attorney fees and appellate attorney fees, suit orders and adjudications, recording and filing fees, reward offerings, investigative expenses reasonably incurred in the attempt to locate Principal, and incidental expenses incurred in Principal(s) apprehension and return to proper custody. The undersigned shall place the Surety in funds to meet every such loss, cost and expense before the Surety is required to pay the same. This Mortgage is given as security for the Surety in the event it becomes obligated to advance funds in the future as a result of having undertaken the above described bond obligation. It is the intention of the undersigned to allow a present and continuing lien on or interest in the herein described property in the amount of \$ 50,000- plus a sum equal to an additional 25% thereof until the above obligation shall be terminated and cancelled.
3. The undersigned guarantees the payment of every premium on the bonds described above promptly when due without first requiring the Surety to proceed against the Principal.
4. To secure the payment and performance of every obligation described herein, the undersigned hereby grant, convey and mortgage to the Surety, all of the following described real property:  
Property Street Address: 3643 C West Cornelia, Chicago, IL 60618

PLEASE SEE EXHIBITS "A" and "B" ATTACHED HERETO.

5. The undersigned full warrant fee simple title to said property, shall pay the obligations of every nature thereon promptly when due, and shall defend the same against the claims and demands of all person. The undersigned shall insure said property in full and amount satisfactory to the Surety with a loss payable clause in favor of the Surety.
6. If any sum referred to herein remains unpaid ten (10) days after the same becomes due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The Surety may then foreclose this agreement, notwithstanding any exemption which may be available by law, and shall be entitled to recover forthwith any deficiency which may occur.
7. The undersigned waive all notices and demands and shall pay all costs of collection incurred by the Surety in connection herewith, whether suit be brought or not, including attorney fees, appellate attorney fees and collection agency fees. The acquiescence of the Surety in any default by the undersigned shall not constitute a waiver of such default.
8. The term "Surety" shall include the Surety Company on the bonds referred to herein and their agents, co-sureties, re-insurers, successors and assigns. The rights given to the Surety herein shall be in addition to any rights which the Surety may have under separate agreements of applicable law.

SIGNED, SEALED AND DELIVERED at 1133 SE 3 Avenue, Fort Lauderdale, FL 33316  
this 21 day of DECEMBER A.D., 2000

WITNESS (signature) Eduardo Almeida Owner (signature) Paul J. Krugman  
(print) EDUARDO ALMEIDA (print) Paul J. Krugman

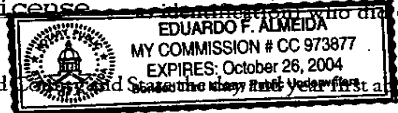
WITNESS (signature) Jodi Krugman Owner (signature) \_\_\_\_\_  
(print) JODI KRUGMAN (print) \_\_\_\_\_

STATE OF Florida COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21 day of DECEMBER A.D., 2000  
by PAUL J. KRUGMAN, who is personally known to me to be

the individual described herein (or who has produced IL Driver's License who did (did not) take an oath and acknowledged that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal in the said County and State the day and year first above set forth.  
Notary Public: Eduardo Almeida My Commission Expires: \_\_\_\_\_



Prepared By: Eduardo Almeida Address: 1133 SE 3 Ave, Ft Lauderdale, FL33316

This instrument depends upon the happening of a contingency before an obligation to pay is created.

500  
P6  
5-  
M-Y  
JK

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Property of Cook County Clerk's Office

EXHIBIT ALEGAL DESCRIPTION OF THE PROPERTY

Parcel 1: Lots 1 to 11 and Lots 38 to 48, both inclusive, and vacated North-South alley adjoining said Lots 1 to 11 and Lots 38 to 48 in Block 2 in J. R. Wickersham's Subdivision of Blocks 5 and 6 of K. K. Jones' Subdivision of the North Half of the Southwest Quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, taken as a tract (except the West 213.50 feet and except the South 249.39 feet thereof) in Cook County, Illinois.

Parcel 2: The North 16.59 feet of the South 249.39 feet (except the West 213.50 feet) of the following described Tract:

Parcel 3: The North 16.57 feet of the South 232.80 feet (except the West 213.50 feet) of the following described Tract:

Parcel 4: The North 18.42 feet of the South 216.23 feet (except the West 213.50 feet) of the following described Tract:

Parcel 5: The North 17.11 feet of the South 197.41 feet (except the West 213.50 feet) of the following described Tract:

Parcel 6: The North 19.29 feet of the South 171.75 feet (except the West 213.50 feet) of the following described Tract:

Parcel 7: The North 16.60 feet of the South 152.40 feet (except the West 213.50 feet) of the following described Tract:

Parcel 8: The North 16.61 feet of the South 135.86 feet (except the West 213.50 feet) of the following described Tract:

Parcel 9: The North 19.32 feet of the South 119.25 feet (except the West 213.50 feet) of the following described Tract:

Parcel 10: The North 17.10 feet of the South 91.38 feet (except the West 213.50 feet) of the following described Tract:

Parcel 11: The North 18.83 feet of the South 74.28 feet (except the West 213.50 feet) of the following described Tract:

Parcel 12: The North 16.58 feet of the South 55.45 feet (except the West 213.50 feet) of the following described Tract:

Parcel 13: The North 16.58 feet of the South 38.87 feet (except the West 213.50 feet) of the following described Tract:

Parcel 14: The North 19.37 feet of the South 22.29 feet (except the West 213.50 feet) of the following described Tract:

Parcel 15: The North 17.21 feet of the South 38.88 feet of the East 49.50 feet of the West 197.50 feet of the following described Tract:

Parcel 16: The North 16.62 feet of the South 55.50 feet of the East 49.50 feet of the West 197.50 feet of the following described Tract:

Parcel 17: The North 18.83 feet of the South 74.33 feet of the East 49.50 feet of the West 197.50 feet of the following described Tract:

Parcel 18: The North 17.05 feet of the South 91.38 feet of the East 49.50 feet of the West 197.50 feet of the following described Tract:

Parcel 19: The North 19.42 feet of the South 119.34 feet of the East 49.50 feet of the West 197.50 feet of the following described Tract:

Parcel 20: The North 16.58 feet of the South 135.92 feet of the East 49.50 feet of the West 197.50 feet of the following described Tract:

Parcel 21: The North 16.62 feet of the South 152.54 feet of the East 49.50 feet of the West 197.50 feet of the following described Tract:

Parcel 22: The North 19.39 feet of the South 171.83 feet of the East 49.50 feet of the West 197.50 feet of the following described Tract:

Parcel 23: The North 17.12 feet of the South 197.50 feet of the East 49.50 feet of the West 197.50 feet of the following described Tract:

Parcel 24: The North 18.83 feet of the South 216.33 feet of the East 49.50 feet of the West 197.50 feet of the following described Tract:

Parcel 25: The North 16.58 feet of the South 231.91 feet of the East 49.50 feet of the West 197.50 feet of the following described Tract:

Parcel 26: The North 16.58 feet of the South 249.49 feet of the East 49.50 feet of the West 197.50 feet of the following described Tract:

Parcel 27: The East 49.50 feet of the West 197.50 feet (except the South 249.49 feet) of the following described Tract:

Parcel 28: The East 49.50 feet of the West 118.00 feet (except the South 249.30 feet) of the following described Tract:

Parcel 29: The North 16.58 feet of the South 249.30 feet of the East 49.50 feet of the West 118.0 feet of the following described Tract:

Parcel 30: The North 16.58 feet of the South 232.72 feet of the East 49.50 feet of the West 118.0 feet of the following described Tract:

Parcel 31: The North 18.83 feet of the South 216.14 feet of the East 49.50 feet of the West 118.0 feet of the following described Tract:

Parcel 32: The North 17.20 feet of the South 197.31 feet of the East 49.50 feet of the West 118.0 feet of the following described Tract:

Parcel 33: The North 19.41 feet of the South 171.80 feet of the East 49.50 feet of the West 118.0 feet of the following described Tract:

Parcel 34: The North 16.74 feet of the South 152.39 feet of the East 49.50 feet of the West 118.0 feet of the following described Tract:

Parcel 35: The North 16.54 feet of the South 135.65 feet of the East 49.50 feet of the West 118.0 feet of the following described Tract:

Parcel 36: The North 19.38 feet of the South 119.11 feet of the East 49.50 feet of the West 118.0 feet of the following described Tract:

Parcel 37: The North 17.10 feet of the South 91.31 feet of the East 49.50 feet of the West 118.0 feet of the following described Tract:

Parcel 38: The North 18.83 feet of the South 74.21 feet of the East 49.50 feet of the West 118.0 feet of the following described Tract:

Parcel 39: The North 16.58 feet of the South 55.38 feet of the East 49.50 feet of the West 118.0 feet of the following described Tract:

Parcel 40: The North 17.16 feet of the South 38.80 feet of the East 49.50 feet of the West 118.0 feet of the following described Tract:

Parcel 41: The North 19.42 feet of the South 22.19 feet of the West 52.50 feet of the following described Tract:

Parcel 42: The North 16.58 feet of the South 38.77 feet of the West 52.50 feet of the following described Tract:

Parcel 43: The North 16.58 feet of the South 55.35 feet of the West 52.50 feet of the following described Tract:

Parcel 44: The North 18.83 feet of the South 74.8 feet of the West 52.50 feet of the following described Tract:

Parcel 45: The North 17.10 feet of the South 91.28 feet of the West 52.50 feet of the following described Tract:

Parcel 46: The North 19.29 feet of the South 119.08 feet of the West 52.50 feet of the following described Tract:

Parcel 47: The North 16.54 feet of the South 135.62 feet of the West 52.50 feet of the following described Tract:

Parcel 48: The North 16.74 feet of the South 152.36 feet of the West 52.50 feet of the following described Tract:

Parcel 49: The North 19.41 feet of the South 171.77 feet of the West 52.50 feet of the following described Tract:

Parcel 50: The North 17.25 feet of the South 197.36 feet of the West 52.50 feet of the following described Tract:

Parcel 51: The North 18.87 feet of the South 216.23 feet of the West 52.50 feet of the following described Tract:

Parcel 52: The North 16.58 feet of the South 232.81 feet of the West 52.50 feet of the following described Tract:

Parcel 53: The North 16.58 feet of the South 249.39 feet of the West 52.50 feet of the following described Tract:

Parcel 54: The West 52.50 feet (except the South 249.39 feet) of the following described Tract:

Tract: Lots 1 to 11 and Lots 38 to 48, both inclusive, and vacated North-South alley adjoining said Lots 1 to 11 and Lots 38 to 48 in Block 2 in J. R. Wickersham's Subdivision of Blocks 5 and 6 of K. K. Jones' Subdivision of the North Half of the Southwest Quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

Common Area Parcel: Lots 1 to 11 and Lots 38 to 48, both inclusive, and vacated North-South alley adjoining said Lots 1 to 11 and Lots 38 to 48, taken as a tract, in Block 2 in J. R. Wickersham's Subdivision of Blocks 5 and 6 of K. K. Jones' Subdivision of the North Half of the Southwest Quarter of Section 23, Township 40 North, Range

13, East of the Third Principal Meridian, (except from said tract that part lying East of the West 213.50 feet and lying North of the South 180.30 feet thereof and except that part of the North 71.82 feet of the South 171.75 feet lying East of the West 213.50 feet of said tract; and also except that part of the North 88.46 feet of the South 91.38 feet lying East of the West 213.50 feet of said tract; and except the North 69.71 feet of the South 91.38 feet of the East 49.50 feet of the West 197.50 feet of said tract; and except the North 71.91 feet of the South 171.83 feet of the East 49.50 feet of the West 197.50 feet of said tract; and except that part of the East 49.50 feet of the West 197.50 feet lying North of the South 180.38 feet of said tract; and except that part of the East 49.50 feet of the West 118.0 feet lying North of the South 180.11 feet of said tract; and also except the North 72.07 feet of the South 171.80 feet of the East 49.0 feet of the West 118.0 feet of said tract; and except the North 69.67 feet of the South 91.31 feet of the East 49.50 feet of the West 118.0 feet of said tract; and except the North 88.51 feet of the South 91.28 feet of the West 52.50 feet of said tract; and except the North 71.98 feet of the South 171.77 feet of the West 52.50 feet of said tract; and except that part of the West 52.50 feet lying North of the South 180.11 feet of said tract) in Cook County, Illinois.

Property Addresses: 3433-3459 North Lawndale  
3641-3651 West Cornelia  
3432-3458 North Monticello  
Chicago, Illinois 60618

Permanent Index No 13-20-2,5-001-0000  
(affects Property and other land)

EXHIBIT B

LEGAL DESCRIPTION OF THE COMMON AREA

Common Area: (Includes Coonard and Lazer Drive)

Common Area Parcel: Lots 1 to 11 and Lots 38 to 48, both inclusive, and vacated North-South alley adjoining said Lots 1 to 11 and Lots 38 to 48, taken as a tract, in Block 2 in J. R. Wickersham's Subdivision of Blocks 5 and 6 of K. K. Jones' Subdivision of the North Half of the Southwest Quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, (except from said tract that part lying East of the West 213.50 feet and lying North of the South 180.30 feet thereof and except that part of the North 71.82 feet of the South 171.75 feet lying East of the West 213.50 feet of said tract; and also except that part of the North 88.46 feet of the South 91.38 feet lying East of the West 213.50 feet of said tract; and except the North 69.71 feet of the South 91.38 feet of the East 49.50 feet of the West 197.50 feet of said tract; and except the North 71.91 feet of the South 171.83 feet of the East 49.50 feet of the West 197.50 feet of said tract; and except that part of the East 49.50 feet of the West 197.50 feet lying North of the South 180.38 feet of said tract; and except that part of the East 49.50 feet of the West 118.0 feet lying North of the South 180.11 feet of said tract; and also except the North 72.07 feet of the South 171.80 feet of the East 49.0 feet of the West 118.0 feet of said tract; and except the North 69.67 feet of the South 91.31 feet of the East 49.50 feet of the West 118.0 feet of said tract; and except the North 88.51 feet of the South 91.28 feet of the West 52.50 feet of said tract; and except the North 71.98 feet of the South 171.77 feet of the West 52.50 feet of said tract; and except that part of the West 52.50 feet lying North of the South 180.11 feet of said tract) in Cook County, Illinois.