

AFTER RECORDING RETURN THIS INSTRUMENT TO:

Helene Mandel
21303 Northeast 38th Avenue
Adventura, Florida 33180

**JUNIOR SUBORDINATED
REAL PROPERTY MORTGAGE**

THIS JUNIOR SUBORDINATE REAL PROPERTY MORTGAGE ("Junior Mortgage"), made as of September 4, 2002, is made and executed by RONALD RUBINSTEIN and SHERRY RUBINSTEIN ("Mortgagor"), in favor of HELENE MANDEL of 21303 Northeast 38th Avenue, Adventura, Florida 33180 ("Lender").

RECITALS AND AGREEMENT

I. Lender has agreed to make a loan to Mortgagor in the principal amount of Sixty Thousand and 00/100ths Dollars (\$60,000.00) ("Loan"). The Loan is evidenced by the Junior Subordinated Note dated September 4, 2002 ("Note"). The terms and provisions of the Note are hereby incorporated by reference in this Junior Mortgage. All indebtedness and other obligations of Borrower under the Note shall be subordinate and junior in right of payment to the prior payment in full of all amounts owed to Cole Taylor Bank ("Cole Taylor") under the a certain note and mortgage dated as of September 4, 2002, between Borrower and Cole Taylor ("First Mortgage").

II. This Junior Mortgage is given to secure the Loan. This Junior Mortgage is junior and subordinate to the First Mortgage in all respects.

III. To secure the payment of the indebtedness evidenced by the Note and the payment of all amounts due under and the performance and observance of all covenants and conditions contained in this Junior Mortgage and the Note, in the principal amount of Sixty Thousand and No/00 Dollars (\$60,000.00), Mortgagor does hereby convey, mortgage, warrant, assign, transfer, pledge and deliver to Lender the real property commonly known as 1311 Eton Drive, Arlington Heights, Illinois 60004 ("Mortgaged Property") and legally described as follows:

PIN No. 03-08-416-007

IV. Mortgagor covenants, warrants and represents to Lender as follows:

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2002-11-15 12:20:21
Cook County Recorder 40.50



0021262054

COOK COUNTY CLERK'S OFFICE
JUNIOR SUBORDINATED
MORTGAGE
HELENE "HELENE" MANDEL
BORROWER

FOR RECORDER'S USE ONLY

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(a) Mortgagor shall perform, observe and comply with in a complete and timely manner the Note, the Junior Mortgage and the First Mortgage.

(b) As of the date hereof and at all times thereafter during the term hereof: (i) Mortgagor will own the Mortgaged Property in fee simple with good and absolute title free and clear of all liens, security interests, charges and encumbrances whatsoever, except the First Mortgage and those expressly permitted in writing by Lender, if any (such liens, security interests, charges and encumbrances expressly permitted in writing being hereinafter referred to as the "Permitted Encumbrances"); (ii) upon the occurrence of an Event of Default, Lender may at all times peaceably and quietly enter upon, hold, and occupy and enjoy the Mortgaged Property, provided, however any remedies sought to be undertaken by Lender are strictly subject to the First Mortgage, (iii) Mortgagor will maintain and preserve the lien of this Junior Mortgage as a second, junior subordinated lien on the Mortgaged Property subject only to the Permitted Encumbrances until Borrower's Liabilities have been paid in full.

(c) The Mortgaged Property comply with, and will during the term of this Mortgage continue to comply, in all material respects, with, all covenants, zoning and subdivision ordinances and building codes, licenses, health and environmental laws and regulations and all other applicable laws, ordinances, rules and regulations.

(d) Mortgagor shall pay when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations, liens and encumbrances of every kind and nature imposed, levied or assessed upon or against the Mortgaged Property, provided, however, that Mortgagor may in good faith contest the validity, applicability or amount of any asserted tax, assessment or other charge and pending such contest Mortgagor shall not be deemed in default hereunder.

(e) Mortgagor shall not permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien or encumbrance (other than any lien for taxes and assessments not yet due) to be created upon or against the Mortgaged Property, provided, however, that Mortgagor may in good faith, by appropriate proceeding, contest the validity, applicability or amount of any asserted lien and, pending such contest, Mortgagor shall not be deemed to be in default hereunder.

(f) Mortgagor shall, at their sole expense, obtain and pay premium for hazard insurance in an amount which shall be not less than 100% of the full insurable replacement cost of the Mortgaged Property, subject to the First Mortgage's prior position as sole loss payee/additional insured, until Borrower's Liabilities are paid in full. In the event of loss, Mortgagor will give immediate written notice to Lender and Lender may make proof of loss if not made promptly by Mortgagor. All such policies shall provide that they shall not be modified, canceled or terminated without at least thirty (30) days prior written notice to Lender from the insurer.

(g) If all or any part of the Mortgaged Property shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain Mortgagor shall promptly and with all due diligence restore and repair the Mortgaged Property but shall not be required to expend funds in excess of the proceeds, award or other compensation. Such proceeds, award or other compensation shall be made available to Mortgagor, on such terms and conditions as Lender may approve so long as Mortgagor owes any indebtedness to Lender.

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(h). Mortgagor shall preserve and maintain the Mortgaged Property in good and first class condition and repair, consistent with its present condition, ordinary wear and tear excepted. Mortgagor shall not, without the prior written consent of Lender, permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof.

(i) Mortgagor shall not permit or suffer to occur any sale, assignment, conveyance, transfer, mortgage, lease or encumbrance of, or any contract for any of the foregoing on an installment basis or otherwise pertaining to, the Mortgaged Property, any part thereof, any interest therein, whether by operation of law or otherwise, without the prior written consent of Lender having been obtained, provided however, the foregoing shall not prohibit transfers, subject to the Lender's rights herein, for estate planning purposes.

(j). At any time and from time to time, upon Lender's request, Mortgagor shall execute and deliver to Lender, and where appropriate shall cause to be recorded such further mortgages and instruments and other documents as Lender may consider necessary to effectuate or perfect, or to continue and preserve the obligations under, this Junior Mortgage.

(k) To the extent permitted by law, Mortgagor agrees to hold harmless Lender against and from, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses, including without limitation reasonable attorneys' fees, which may be imposed upon, asserted against, or incurred or paid by it by reason of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever, or asserted against it on account of any act performed or omitted to be performed hereunder, or on account of any transaction arising out of or in any way connected with the Mortgaged Property, this Junior Mortgage or the Note.

(l). To the extent that Lender, after the date hereof, pays any sum due under any provision of law or instrument or document creating any lien superior or equal in priority in whole or in part to the lien of this Junior Mortgage, Lender shall have and be entitled to a lien on the premises equal in parity with that discharged, and Lender shall be subrogated to and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Lender.

(m). Mortgagor shall not suffer or permit the Mortgaged Property to be used for any for any unlawful purpose.

(n) Mortgagor agrees and warrants that (i) there are no Hazardous Materials (as hereinafter defined) beneath, in or upon the Mortgaged Property, except as such Hazardous Materials may be required to be used, stored or transported in connection with the permitted uses of the Mortgaged Property and then only to the extent permitted by law after obtaining all necessary permits and licenses therefore. For purposes of this Junior Mortgage, "Hazardous Materials" shall mean and include any pollutants, flammable, explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of toxic or hazardous substances, wastes, or materials under any federal, state or local laws, ordinances,

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regulations or guidance which regulate, govern, prohibit or pertain to the generation, manufacture, use, transportation, disposal, release, storage, treatment of, or response or exposure to, toxic or hazardous substances, wastes or materials. Such laws, ordinances and regulations are hereinafter collectively referred to as the "Hazardous Materials Laws.", (ii) the Mortgaged Property is and will be kept in compliance with any applicable Hazardous Materials Laws, (iii) Mortgagor shall immediately advise Lender in writing of: (A) any notices received by Mortgagor (whether such notices are from the Environmental Protection Agency, or any other federal, state or local governmental agency) of the violation or potential violation occurring on or about the Mortgaged Property to any applicable Hazardous Materials Laws; (B) any enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened with respect to the Mortgaged Property pursuant to any Hazardous Materials Laws; (C) all claims made or threatened by any third party against Mortgagor or the Mortgaged Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials; and (D) Mortgagor's discovery of any occurrence or condition that could cause the Mortgaged Property or any part thereof to be subject to any Hazardous Material claims. Lender shall have the right but not the obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials claims and Mortgagor shall pay to Lender, upon demand, all reasonable attorneys' and consultants' fees incurred by Lender in connection therewith, (iv) Mortgagor shall be solely responsible for, and shall indemnify and hold harmless Lender, her successors and assigns from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence (whether prior to or during the term of the Loan or otherwise and regardless of whether caused by Mortgagor or any predecessor in title or any owner of land adjacent to the Mortgaged Property or any predecessor in title or any such adjacent land owner or any third person (exclusive of Lender) of Hazardous Materials on, under or about the Mortgaged Property; including, without limitation: (A) claims of third parties (including governmental agencies) for damages, penalties, losses, costs, fees, expenses, damages, injunctive or other relief, (B) response costs, clean-up costs, costs and expenses of removal and restoration, including fees of attorneys and experts, and costs of determining the existence of Hazardous Materials and reporting same to any governmental agency; and (C) any and all expenses or obligations, including reasonable attorneys' fees, incurred at, before and after any trial or appeal therefrom whether or not taxable as costs, including, without limitation, witness fees, deposition costs, copying and telephone charges and other expenses.

(o) Mortgagor certifies that: (i) the execution and delivery of the Junior Mortgage is not a transfer of "real property" under and as defined in the Illinois Responsible Property Transfer Act (765 ILCS 90/1et seq.), as amended from time to time ("IRPTA"); (ii) there are no underground storage tanks located on, under or about the Mortgaged Property which are subject to the notification requirements under Section 9002 of the Solid Waste Disposal Act, as now or hereafter amended (42 U.S.C. 6991); and (iii) there is no facility located on or at the Mortgaged Property which is subject to the reporting requirements of Section 312 of the federal Emergency Planning and Community Right to Know Act of 1986 and the federal regulations promulgated thereunder (42 U.S.C. 11022), as "facility" is defined in RPTA.

(p) Any loss, damage, cost, expense or liability incurred by Lender as a result of a breach or misrepresentation by Mortgagor or for which Mortgagor is responsible or for which Mortgagor

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has indemnified Lender shall be paid to Lender on demand, and, failing prompt reimbursement, such amounts shall, together with interest thereon at the Default Rate from the date incurred by Lender until paid by Mortgagor, be immediately due and payable and be secured by the lien of this Junior Mortgage.

(q) Lender may access the Mortgaged Property at any reasonable time upon prior written notice, for the purpose of either (i) taking such action as Lender shall determine to be appropriate to respond to a release, threatened release, or the presence of Hazardous Materials, or any related condition, on or about the Mortgaged Property; or (ii) conducting such studies or assessments of the Mortgaged Property, as Lender may deem necessary or appropriate or desirable.

V. The term "Event of Default," wherever used in this Junior Mortgage, shall mean any one or more of the following events:

(a) The failure by Mortgagor: (i) to pay or deposit when due any deposit for taxes and assessments due hereunder or any other sums to be paid by Mortgagor hereunder; or (ii) to keep, perform, or observe any covenant, condition or agreement contained herein, within thirty (30) days after notice of said delinquency, or (iii) to keep, perform or observe any other material covenant, condition or agreement on the part of Mortgagor in this Mortgage, within thirty days (30) days after notice of said delinquency.

(b) The occurrence of an "Event of Default" as defined in the Note or the Junior Mortgage.

(c) The untruth, in any material respect, of any warranty or representation made herein.

(d) An uninsured loss, damage, destruction or taking by eminent domain or other condemnation proceedings of any material part of the Mortgaged Property.

VI. If an Event of Default shall have occurred, subject to notice and cure provisions herein, and junior and subordinate in each instance to the First Mortgage, Lender shall have all remedies in law or equity and as provided in the Note and the Junior Mortgage, including without limitation, the following remedies:

(a) Lender may declare the Note to be immediately due and payable, without further demand or notice.

(b) Lender may, either with or without entry or taking possession, without regard to whether or not the amounts due under the Note were accelerated, and without prejudice to the right of Lender thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (i) to enforce payment of the Note or the performance of any term hereof; (ii) to foreclose this Junior Mortgage and to have sold, as an entirety or in separate lots or parcels, the Mortgaged Property; and (iii) to pursue any other remedy available to it. Lender may take action by such proceedings as Lender may determine. Notwithstanding anything contained in this Section to the contrary, all enforcement powers of Lender, including such measures set forth herein in different sections, are specifically subordinate and subject to all rights under the First Mortgage.

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(c) Mortgagor, upon written demand of Lender, shall surrender to Lender possession of the Mortgaged Property, and to the extent permitted by law, Lender is hereby expressly authorized peaceably to enter and take possession of all or any portion of the Mortgaged Property.

(d) Mortgagor shall pay to Lender, upon demand, all reasonable costs and expenses of obtaining such judgment or decree including reasonable attorneys fees, and this Junior Mortgage shall until paid, secure all such costs and expenses..

(e) Lender shall be entitled to sue for and to recover judgment against Mortgagor for the amounts due and unpaid under the Note, together with costs and expenses, including, without limitation, reasonable attorneys fees incurred during such proceedings for the enforcement of this Junior Mortgage.

(f) No right, power or remedy of Lender is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note hereafter existing at law, in equity or by statute. Notwithstanding any provision in this Junior Mortgage to the contrary, all rights, remedies and enforcement powers of Lender are strictly subordinate and subject to all rights under the First Mortgage.

VII. Whenever Mortgagor or Lender is named or referred to herein, heirs and successors and assigns of such person or entity shall be included, and all covenants and agreements contained in this Junior Mortgage shall bind the successors and assigns of Mortgagor, including any subsequent owner of all or any part of the Mortgaged Property and inure to the benefit of the successors and assigns of Lender. This Section shall not be construed to permit an assignment, transfer, conveyance, encumbrance or other disposition otherwise prohibited by this Junior Mortgage.

VIII. All notices, requests, reports demands or other instruments required or contemplated to be given or furnished under this Junior Mortgage to Mortgagor or Lender shall be sent, as the case may be, via overnight messenger, certified mail (return receipt requested) or personal delivery with a copy sent via facsimile to the following addresses:

If to Lender: Helene Mandel
21303 Northeast 38th Avenue,
Adventura, Florida 33180
Facsimile: ()

If to Mortgagor: Ronald Rubinstein and Sherry Rubinstein
1311 Eton Drive
Arlington Heights, Illinois 60004
Facsimile: ()

IX. The headings of the articles, sections, paragraphs and subdivisions of this Junior Mortgage are for convenience only, are not to be considered a part hereof; and shall not limit, expand or otherwise affect any of the terms hereof.

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X. Neither this Junior Mortgage nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought.

XI. This Junior Mortgage and the Note shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

XII. Mortgagor shall notify Lender promptly upon the receipt of written notice from any governmental authority relating to the violation of any rule, regulation, law or ordinance, the enforcement of which would materially and adversely affect the Mortgaged Property or commencement of any judicial or administrative proceedings against the Mortgaged Property.

XIII. Upon full payment and satisfaction of the Note, Lender shall cancel the Note and issue to Mortgagor an appropriate release deed in recordable form.

XIV. In the event that any provision in this Junior Mortgage shall be inconsistent with any provision of the Illinois statutes regarding mortgage foreclosures ("Act"), the provisions of the Act shall take precedence over the provisions of this Junior Mortgage, but shall not invalidate or render unenforceable any other provision of this Junior Mortgage that can be construed in a manner consistent with the Act. Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Junior Mortgage, shall be added to the indebtedness secured by this Junior Mortgage or by the judgment of foreclosure.

[SIGNATURE PAGE FOLLOWS]

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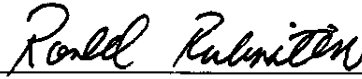
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IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed as of the day and year first above written.

MORTGAGOR



Ronald Rubinstein



Sherry Rubinstein

ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF Cook)

I, Judith Berg a Notary Public in and for and residing in said county and state, do hereby certify that Ronald Rubinstein and Sherry Rubinstein, 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 said instrument as their own free and voluntary act for said uses and purposes.

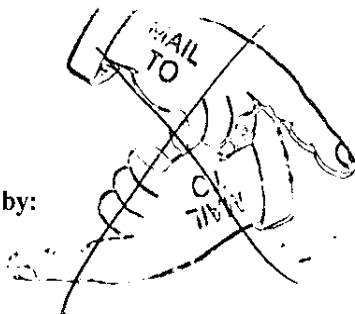
Given under my hand and notarial seal this 4th day of September, 2002.


Notary Public

My commission expires 7-23-06



This instrument was prepared by:
Robert I. Wertheimer, P.C.
Suite 555
707 Skokie Boulevard
Northbrook, Illinois 60062



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11/17/2007

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IN CAMBRIDGE OF ARLINGTON HEIGHTS UNIT ONE, BEING A SUBDIVISION OF PART OF THE
EAST QUARTER OF SECTION 8, AND PART OF THE SOUTHWEST QUARTER OF SECTION 9,
TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
RECORDED APRIL 23, 1986, AS DOCUMENT NO. 86-158551, IN COOK COUNTY, ILLINOIS.

PROPERTY TAX INDEX NO.: 03-08-416-007

PROPERTY ADDRESS: 1311 ETON DRIVE, ARLINGTON HEIGHTS, IL 60004

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