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2002-12-02 14:25:47  
Cook County Recorder 36.00

JUNIOR MORTGAGE



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②  
From

2214 3264 / ST-5042006

THIS MORTGAGE executed this 22nd day of NOVEMBER, 2002, by Western Springs National Bank and Trust A/T/U/T/A dated December 6, 1996 A/K/A Trust # 3564, herein called "mortgagor", which term includes mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, and shall denote the singular and/or plural and the masculine and/or feminine and natural and/or artificial persons whenever the context so requires, to Helen Jerbich, her successors and/or assigns, herein called "mortgagee."

For good and valuable consideration, and also in consideration of the aggregate sum named in the note of even date herewith, herein described, mortgagor does grant with mortgage covenants to mortgagee, it's successors and assigns, all the certain tract of land which mortgagor is now the legal owner, and in actual possession, situated in the County of Cook, State of Illinois, described as follows:

**THIS MORTGAGE IS A JUNIOR MORTGAGE AND IS SUBORDINATED TO A MORTGAGE DATED THE 22<sup>nd</sup> DAY OF NOVEMBER, 2002 BY AND BETWEEN MORTGAGOR AND HINSDALE BANK AND TRUST WHICH MORTGAGE IS IN AN AMOUNT OF SIX HUNDRED AND FOURTEEN THOUSAND TWO HUNDRED AND FIFTY and 00/100 Dollars (\$614,250.00) AND IS SUBJECT TO A SUBORDINATION AGREEMENT BEARING EVEN DATE HEREWITH.**

^

LEGAL DESCRIPTION ATTACHED HERETO AND MADE FULLY A PART HEREOF

Common Addresses: 7315 W. 71st St. Bridgeview, IL  
P.I.N.# 18-25-204-033

Together with all structures and improvements now and hereafter on the land and the fixtures attached thereto, together with all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, all the estate, right, title, interest, and all claims and demands whatsoever, in law and in equity, of mortgagor in and to the same, and every part and parcel thereof.

This mortgage is given (a) to secure the payment of Ninety Three Thousand Five Hundred and 00/100 DOLLARS (\$93,500.00), with interest as provided in a Secured

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Promissory Note dated November 22, 2002, between Helen Jerbich, as Lender, and SKS & Associates, Inc., as Borrower, which note is incorporated herein and made a part hereof, said note being payable in monthly installments of Seven Hundred Twenty One and 65/100 Dollars (\$721.65) beginning on January 1, 2003 and the 1<sup>st</sup> day of each month thereafter, with interest from and after the date hereof at a rate of Eight Percent ( 8%) per annum, payable on the whole amount of said principal sum remaining from time to time unpaid, both principal and interest payable in legal tender of the United States of America, that unless sooner paid, the final payment of principal together with all accrued interest thereon shall be made on December 1, 2005.

(b) The performance of the other agreements in the note;

(c) Any future advances as herein provided, and to secure the performance of mortgagor's covenants and agreements.

Provided always, that if mortgagor shall pay to mortgagee, its successors, legal representatives, or assigns, the amount in the Secured Promissory Note mentioned above, with all interest due thereon, and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the note and of this mortgage, and shall pay all taxes that may accrue on the property and all costs and expenses that mortgagee, its successors or assigns may be put to in collecting the note, in the foreclosure of this mortgage or otherwise, including reasonable attorneys' fees, then this mortgage and the lien hereby created shall cease and be null and void, and a release of the mortgage shall be executed by mortgagee.

Mortgagor does hereby covenant and agree that:

1. Mortgagor shall pay the principal and interest and other sums of money payable by virtue of the Secured Promissory Note and this mortgage, or either, promptly on the days respectively the same severally become due.

2. Mortgagor shall pay the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the described property, and if the same are not promptly paid, mortgagee, its successors, legal representatives, or assigns may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen percent (18.00%) per annum.

3. Mortgagor shall pay all costs, charges, and expenses, including attorney's fees, reasonably incurred or paid at any time by mortgagee, its successors, legal representatives, or assigns, because of failure by mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Secured Promissory Note and this mortgage, or either.

4. Mortgagor shall keep the building now or hereafter on the land insured in a sum equal to the highest insurable value, both fire and extended coverage, in a

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company or companies to be approved by mortgagee, with standard and customary mortgagee loss-payable clause indorsed thereon, making such loss payable to mortgagee, its successors, legal representatives, or assigns; and in the event mortgagor fails to obtain such insurance then mortgagee may obtain such insurance and hold the same as hereinabove provided, without waiving or affecting the option to foreclose or any right hereunder, and the mortgagor will repay to the mortgagee on demand all premiums so paid by mortgagee; with interest at the rate of ten percent (10.00%) per annum from the time of payment by mortgagee; all premiums so paid by mortgagee shall be secured by this mortgage and shall be collectible in the same manner as the principal indebtedness; and should the mortgagee by reason of such insurance receive any sum of money for damage thereunder, such amount may be retained and applied by such mortgagee toward payment of the debt secured by the mortgage or the same may be paid over either wholly or in part to the mortgagor for the repair of said buildings for the erection of new buildings in their place, or for any other purpose or purposes satisfactory to the mortgagee; and if the mortgagee receives and retains insurance money for damage to said buildings, the lien of the mortgage shall be affected only by a reduction thereof by the amount of such insurance money so retained by the mortgagee.

5. Mortgagor shall neither permit nor cause the removal, alteration, or demolition, without the consent of the mortgagee, of any building on the premises; all buildings now or hereafter situated on the premises shall be maintained by the mortgagor in good and substantial repair; mortgagor shall not permit, commit, nor cause waste, impairment, or deterioration of the property, or any part thereof, except reasonable wear and tear; and, in the event of failure of mortgagor to keep the buildings on the premises and those to be erected thereon, or improvements thereon, in good repair, mortgagee may make such repairs as in its discretion it may deem necessary for the property preservation thereof and the full amount of each and every such payment shall be due and payable thirty (30) days after demand, and shall be secured by the lien of this mortgage; and in addition, in the event of the occurrence of any of the foregoing, the mortgagee shall be entitled to immediately restrain the same by injunction or other appropriate remedy.

6. Mortgagor shall perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the Secured Promissory Note.

7. If any of such sums are not promptly paid when due and within ten (10) days after notice to cure any money defaults is given, or if each of the stipulations, agreements, conditions, and covenants of the Secured Promissory Note and this mortgage, or either, are not fully performed, complied with, and abided by, the aggregate sum mentioned in the Secured Promissory Note shall become due and payable forthwith or thereafter at the option of the mortgagee, its successors, legal representatives, or assigns, as fully and completely as if the aggregate sum were originally stipulated to be paid on such day, anything in the Secured Promissory Note or herein to the contrary notwithstanding.

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made or becomes a party to such action or proceeding, all expenses of the mortgagee incurred in any such action or proceeding to prosecute or defend the rights and lien created by this mortgage, including reasonable counsel fees, shall be paid by the mortgagor, and if not so paid promptly on request, shall be added to the debt secured hereby and become a lien on the mortgaged premises, and shall be deemed to be fully secured by this mortgage and to be prior and paramount to any right, title or interest, or claim to or on the premises accruing or attaching subsequent to the lien of this mortgage, and shall bear interest at the rate provided for the obligation secured hereby. This covenant shall not govern or affect any action or proceeding to foreclose this mortgage or to recover or to collect the debt secured hereby, which action or proceeding shall be governed by the provisions of law and rules of court respecting the recovery of costs, disbursements, and allowances in foreclosure actions.

14. If the mortgagor or any obligor on the note secured hereby: (1) files a voluntary petition in bankruptcy under the Bankruptcy Code of the United States, or (2) is adjudicated a bankrupt under said act, or (3) is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in a bankruptcy or insolvency, or (4) makes a general assignment for the benefit of creditors, then and on the occurrence of any of said conditions, at the option of the mortgagee, the entire balance of the principal amount secured hereby, together with all accrued interest, shall immediately become due and payable.

15. Mortgagor shall comply with all statutes, ordinances, and governmental requirements affecting the mortgaged premises, and if mortgagor neglects, or refuses to so comply and such failure or refusal continues for a period of thirty (30) days, then, at the option of the mortgagee, the entire balance of the principal amount secured hereby, together with all accrued interest, will immediately become due and payable.

**MORTGAGOR:**  
**Western Springs National Bank and**  
**Trust A/T/U/T/A dated December 6,**  
**1996 A/K/A trust #3564**

Note trustee's exculpatory exhibit  
attached hereto and expressly  
made a part hereof

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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8. The mailing of a written notice or demand addressed to the owner of record of the mortgaged premises or to such owner at the last address actually furnished to mortgagee, or if none, directed to the owner at the mortgaged premises, and mailed by the United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.
9. If foreclosure proceedings of any mortgage or lien of any kind superior or inferior to this mortgage are instituted, mortgagee hereunder may at its option, immediately or thereafter, declare this mortgage and the indebtedness secured hereby due and payable.
10. The mortgagor, within ten (10) days after request of the mortgagee, will furnish to the mortgagee or to such other person, firm, or corporation as may be designated by the mortgagee, a duly acknowledged written statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt.
11. The whole of the principal amount and interest shall become due at the option of the mortgagee, under any of the following conditions: after default in the payment of any principal or interest, or any installment thereof, as provided in said note, for ten (10) days after notice; after default in the payment of any tax, assessment, water charges, sewer service charge, or other governmental or other charge or rate levied or charge against the mortgage premises, for thirty (30) days after notice and demand from the mortgagee; after default subsequent to notice and demand from the mortgagee either in assigning and delivering the insurance policies insuring the building against loss, or in reimbursing the mortgagee for premiums paid on such insurance, as herein before provided; or after default on request of the mortgagee in furnishing a statement of the amount due on the mortgage and whether offsets or defenses exist against the mortgage debt, as herein above provided.
12. The mortgagor hereby warrants title to the premises and covenants with the mortgagee that the mortgagor is the true and lawful owner of the premises and is well seized of the same in fee simple and has good right and full power to grant and mortgage the same, and that the premises are free and clear of all encumbrances (except those disclosed herein), except only restrictions and easements of record, taxes and assessments not yet due or delinquent, and such other matters as are herein above following the legal description of said premises expressly set forth; and mortgagor further covenants that mortgagor will warrant and defend the same against all lawful claims of all persons except as herein above provided.
13. In the event any action or proceeding is commenced (except an action to foreclose this mortgage or to collect the obligation secured hereby) in which it becomes necessary to defend or assert the lien of this mortgage, whether or not the mortgage is

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This JUNIOR MORTGAGE is executed by the WESTERN SPRINGS NATIONAL BANK and Trust, not personally, but as Trustee under a Trust Agreement dated December 6, 1996, and known as Trust No. 3564, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the said mortgagor, or on the WESTERN SPRINGS NATIONAL BANK and TRUST, personally to pay the said obligation or any interest that may accrue therein, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder.

IN WITNESS WHEREOF, the WESTERN SPRINGS NATIONAL BANK and TRUST, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunder affixed and attested by its Assistant Trust Officer, this 22nd day of November, 2002.



WESTERN SPRINGS NATIONAL BANK and TRUST

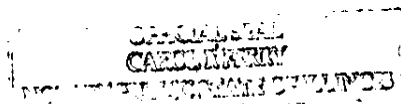
By: [Signature]  
DANIEL N. WLODEK Trust Officer

Attest: [Signature]  
VANCE E. HALVORSON/Asst. Trust Officer

STATE of ILLINOIS )  
                                  ) 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 Trust Officer and Assistant Trust Officer of the WESTERN SPRINGS NATIONAL BANK and TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of November, 2002.



[Signature]  
Notary Public

12-6-2003

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STATE OF ILLINOIS     )  
                                  )SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this document are personally know to me to be duly authorized officers of Western Springs National Bank and Trust A/T/U/T/A dated December 6, 1996 A/K/A Trust #3564 and that they appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as duly authorized officers of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of November, 2002.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT WAS PREPARED BY**  
H. James Slinkman, Esq.  
17559 Allison Ln.  
Orland Park, IL 60467

**AFTER RECORDING MAIL TO:**  
John H. Ciprian, Esq.  
8501 W. Higgins, Suite 440  
Chicago, IL 60631

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