

# UNOFFICIAL COPY



Doc#: 0613712114 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/17/2006 03:06 PM Pg: 1 of 3

## SECOND MORTGAGE

THIS INDENTURE WITNESSETH, That Andrew Wachtel and Elizabeth Calihan, husband and wife (collectively herein-after called the "Grantor"), of 2103 Orrington Avenue, Evanston, Illinois 60202,

(Above Space For Recorder's Use Only)

for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid, **CONVEY AND WARRANT** to Northwestern University, an Illinois corporation, (hereinafter called the "Grantee") of 633 Clark Street, Evanston, Illinois, and to its successors and/or assigns, the following real estate legally described in Exhibit A attached hereto and incorporated herein by reference, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures and everything appurtenant thereto, together with all rents, issues and profits of said premises:

Street Address: 2103 Orrington Avenue, Evanston, Illinois 60202  
Permanent Real Estate Index Number: 11-18-200-004

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois, for the purpose of securing performance of the covenants and agreements herein.

## THIS MORTGAGE IS A SECOND MORTGAGE.

WHEREAS, Andrew Wachtel is justly indebted to the Grantee under the terms of a Promissory Note in the amount of \$300,000 dated December 13, 2005, payable December 12, 2015 or earlier as provided for in said Note. Said Note bears interest at the rate of four and thirty-one one-hundredths percent (4.31%) per annum commencing on December 12, 2005.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Grantee, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Mortgagee, and second, to the Grantee, as their interests may appear, which policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

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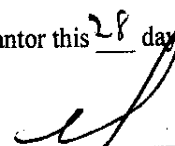
IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the Grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of fifteen percent (15%) per annum shall be so much additional indebtedness secured hereby.

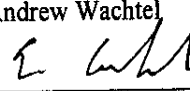
IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at the rate of fifteen percent (15%) per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including but not limited to reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing the title policy for said premises, shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether a decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor, for the Grantor and for their heirs, executors, administrators and assigns, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Second Mortgage, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

This Second Mortgage is subject and subordinate to a First Mortgage on the Premises dated September 19, 2002 from Grantor to ABN AMRO Mortgage Group, Inc. in the principal amount of \$650,000.00.

WITNESS the hand and seal of the Grantor this 28 day of February, 2006.

  
\_\_\_\_\_  
Andrew Wachtel

  
\_\_\_\_\_  
Elizabeth Calihan

This Instrument Was Prepared  
By and Return after Recording to:

J.E. Rothschild  
Rothschild, Barry & Myers  
55 West Monroe, Suite 3900  
Chicago, IL 60603

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STATE OF ILLINOIS   )  
  ) SS.  
COUNTY OF COOK     )

I, Maria A. Delgado, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Andrew Wachtel and Elizabeth Calihan, 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, sealed and delivered the said instrument as their 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 28th day of February, 2006.

Maria A. Delgado  
Notary Public  
Commission Expires: Sept. 9, 2006

