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AFTER RECORDING, RETURN TO:

Taffe + Berlin, LLC
111 W. Washington St #1401
CHICAGO IL 60602

Doc#: 0722139145 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/09/2007 01:23 PM Pg: 1 of 5

PERMANENT INDEX NUMBER:

14-21-103-030-1012

SECOND MORTGAGE

THIS MORTGAGE is made payable this 31st day of October, 2006, between the Mortgagor, Frank Goldstin & Stephen Bruss, ("Borrower") of the City of Chicago, and the Mortgagee, Shakkin Arbor, Inc ("Lender"), of the City of Chicago, County, Cook.

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Thousand, and 00/100ths Dollars (\$100,000.00), which indebtedness is evidence by Borrower's Note dated October 1, 2006 (herein "Note"), providing for pay-off in full plus 9 ½ interest on or before March 1, 2007. 10

TO SECURE TO LENDER the repayment of the indebtedness evidenced by this Note, with interest thereon, the payment of all other sums, with interest thereon, advance in accordance herewith to protect the security of this mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower(s) does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

PARCEL 1: LOTS "B" AND "C" IN THE SUBDIVISION OF LOTS 1 AND 23 IN BLOCIK 4 IN PELEG HALL'S ADDITION TO CHICAGO IN THE NORTH WEST FRACTIONAL ¼ OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID PREMISES THAT PORTION THEREOF WHICH IS EMBRACED WITHIN THE STREET KNOWN AS SHERIDAN ROAD AS LOCATED BY THE PLAT RECORDED IN THE OFFIE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON MARCH 5, 1896 IN BOOK 69 OF PLATS PAGE 41, IN COOK COUNTY, ILLINOIS

PARCEL 2: LOT 22 IN BLOCK 4 IN PELEG HALL'S ADDITION TO CHICAGO BEING A SUBDIVISION OF LOTS 1, 2 AND 3 IN HUNDLEY'S SUBDIVISION OF LOTS 3 AND 21 AND 33 TO 37 IN PINE GROVE IN THE NORTH WEST FRACTIONAL ¼ OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATIN OF CONDOMINIUM RECORDED AS DOCUMENT 24647550, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

Permanent Index No. 14-21-103-030-1012

Common Address: 3800 N. Lakeshore Drive, Unit 12A
(Herein "Property Address")

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TOGETHER with all improvements now or hereafter erected on the property, and all easement, rights, appurtenances, rent royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additional thereto, shall be deemed to be and remain a party of the property covered by this Mortgage, and all of the foregoing, together with said property (or leasehold estate if this mortgage is on a leasehold) are herein referred to as the "Property" by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

TO HAVE AND TO HOLD the Property unto the Lender, and the Lender'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 Law.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands subject to declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follow:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and any late charges as provided in the Note.
2. **Application of Payments.** Unless applicable by law provides otherwise, all payments received by Lender under the Note shall be applied by Lender, first in payment of amounts payable to Lender for late fees, thereto interest payable on the Note, and then to the principal of the Note.
3. **Prior Mortgages, Charges, Liens:** Lender shall pay all mortgages, taxes, assessments and other charges, fines and impositions attributable to the Property that may have or attain a priority over this mortgage, now due and owing, up to and including October 1, 2006. However, taxes advance to Borrower shall be reimbursed to Lender should Lender purchase the property on or before October 1, 2006. Pro-rations for taxes at the sale, should it occur, will be calculated to the date of this document. If requested by Lender, Borrower shall promptly furnish to Lender all notices of amounts due under this Lender's request, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall agree in writing to the payment of this obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend.
4. **Hazard Insurance.** Borrower shall keep improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

All insurance policies and renewals thereof shall be in the same form as said policies are presently maintained and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments or change the amount of such installments.

5. **Preservation of Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

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6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, foreclosure, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums and take such actions as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the property to make repairs. If Lender required Mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such times as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall include interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. **Condemnation:** The Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid by Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to herein or change the amount of such installments.

9. **Borrower not Released.** Extension of the time for payments or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

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11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy unless this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Captions.** The covenant and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt request, to Lender's address state herein or to such other address as Lender by designated by notice to Borrower as provided herein. Any notice for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. The laws of the State of Illinois shall govern this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the mortgage and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this mortgage at the time of execution or after recordation hereof.

16. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to the Mortgage, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (c) the grant of any leasehold interest of five years or less, not containing an option to purchase, Lender may, at Lender's option declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted herein.

17. **NON-UNIFORM CONVENANTS.** Borrower and Lender further covenant and agree as follows:

a. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and

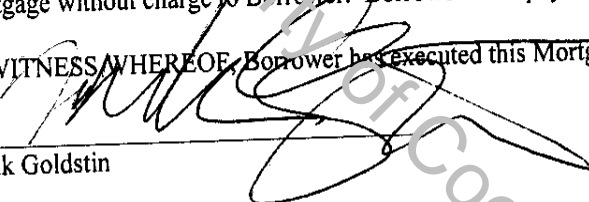
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may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

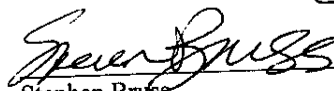
b. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no accelerations occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies, as provided herein, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such actions as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired and reinstated.

c. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

IN WITNESS WHEREOF, Borrower has executed this Mortgage this 1st day of October, 2006.



Frank Goldstin



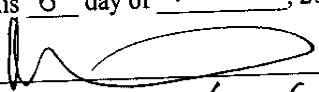
Stephen Bruss

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, personally known to me, in whose name(s) the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he/they signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of October, 2006.



Notary Public: 

My Commission Expires: 09/06/10

This Instrument was prepared by Mazie Harris, Esq., 400 E. South Water St., Ste 2809, Chicago, IL 60601

**FOR THE PROTECTION OF THE OWNER
OF THE PREMISES, THIS RELEASE SHOULD
BE FILED WITH THE RECORDER OF DEEDS
IN WHOSE OFFICE THE NOTE WAS FILED.**