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**THIS INSTRUMENT PREPARED BY:
AND RECORD AND RETURN TO:**

**Alvin J. Helfgot
Deutsch, Levy & Engel, Chtd.
225 West Washington Street
Suite 1700
Chicago, IL 60606
(312) 346-1460**

**ADDRESS OF PROPERTY:
6409 Palma Road
Morton Grove, IL**



Doc#: 0727031050 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/27/2007 11:34 AM Pg: 1 of 8

For Recorder's Use Only

PIN: 10-18-215-050-0000

MORTGAGE

THIS INDENTURE, made as of August 15, 2007 by Caryn Weiner and Steven Weiner, as Trustees of the SAUL WEINER TRUST DATED DECEMBER 12, 1991 ("Mortgagor"), to THE PRIVATEBANK AND TRUST COMPANY ("Mortgagee").

WITNESSETH:

Mortgagee has made a \$2,057,026.00 loan to Mortgagor, as evidenced by a \$2,057,026.00 Promissory Note of even date herewith (herein referred to along with all extensions, modifications and renewals thereof as the "Note").

NOW, THEREFORE, Mortgagor to secure the payment of the Note, with interest as set forth in the Note, all sums expended or advanced by Mortgagee pursuant to any provision of the the Note, this Mortgage or any other document that secures payment of the Note ("Other Loan Documents"), and also in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

See Attached Exhibit "A"

TOGETHER with all improvements thereon situated and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as

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additional security and as an equal and primary fund with the property and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

TO HAVE AND TO HOLD the above described premises with the appurtenances, and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly released and waive.

In addition, the Mortgagor covenants with the Mortgagee as follows:

1. Mortgagor shall promptly pay when due without set-off, recoupment, or deduction, the principal and interest on the indebtedness evidenced by the Note.
2. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; and (3) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.
3. Mortgagor shall immediately pay, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may be levied against the premises.
4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and such other risks and hazards that are insurable under the present and future forms of all-risk insurance policies providing for payment by the insurance companies of moneys sufficient to pay the greater of either the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. All such policies shall contain a non-contributory standard mortgagee's endorsement in favor of Mortgagee.
5. At least thirty (30) days prior to the expiration date of any policy evidencing insurance required under Paragraph 4, hereof, a renewal thereof, substitution therefor or certificate of insurance satisfactory to Mortgagee, shall be delivered to Mortgagee with receipts or other evidence of the payment of any premiums then due on such renewal policy or substitute policy.
6. If Mortgagor fails to pay any tax, assessment, encumbrance or other imposition, or to furnish insurance hereunder, or to perform any other covenants, condition or term in this Mortgage, or the Note, Mortgagee may, but shall not be obligated to pay, obtain or perform the same. All payments made, whether such

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payments are regular or accelerated payments, and costs and expenses incurred or paid by Mortgagee in connection therewith shall be due and payable within five (5) days after demand. The amounts so incurred or paid by Mortgagee, together with interest thereon at the Default Rate set forth in the Note (the "Default Rate") from the date paid by Mortgagee until reimbursed, shall be secured by the lien of this Mortgage and all other assets securing payment of the Note.

7. At the option of Mortgagee, and after notice to Mortgagor, the Note shall become due and payable if any of the following Events of Default shall occur: (a) an Event of Default under the terms of the Note or any of the Other Loan Documents and the period to cure such Events of Default have elapsed; (b) Mortgagor shall, without the prior consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the premises, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing; or (c) Mortgagor breaches any of the covenants made in this Mortgage, and such breach is not cured within fifteen (15) days.

8. When the Note shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses relating thereto which may be paid or incurred by or on behalf of Mortgagee, including but not limited to attorneys' fees, appraiser's fees, broker's commissions, environmental audit costs, advertising expenses, outlays for documentary and expert evidence, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, guarantee policies, and similar data and assurance with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises.

9. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all principal and interest, remaining unpaid on the Note; and third, any overplus to Mortgagor, their successors or assigns, as their rights may appear.

10. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provisions of the Mortgage or Note conflict with said law, such conflict shall not affect any other provision of this Mortgage or the Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the Note shall be deemed severable.

11. Any notice required hereunder shall be in writing and shall be deemed to have been validly served, given and received (i) if delivered by messenger, when

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delivered; (ii) if mailed in the United States mail, certified, postage prepaid, return receipt requested, on the third business day after deposit in the mail; or (iii) if delivered by reputable overnight courier, freight prepaid, the business day following delivery to the courier.

Notices to the Bank shall be given to:

The PrivateBank and Trust Company
70 W. Madison
Chicago, IL 60602
Attn: Jerry Feldman

Notices to Borrower shall be given to:

Saul Weiner Trust
1322 Rose Court West
Buffalo Grove, IL 60089

Signature Page Follows.

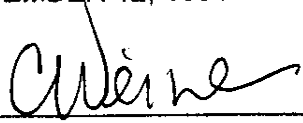
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IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed as of the day and year first above written.

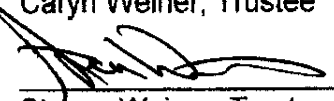
SAUL WEINER TRUST DATED
DECEMBER 12, 1991

By:



Caryn Weiner, Trustee

By:



Steven Weiner, Trustee

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Caryn Weiner and Steven Weiner, Trustees of the Saul Weiner Trust dated December 12, 1991, 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

Given, under my hand and official seal, as of the 15th day of August, 2007.

Jill N. Simmons

Notary Public



Commission expires: 10/05/2009

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EXHIBIT "A"

LEGAL DESCRIPTION

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 50 and that part of lot 49 in Happ's Eldorado Estates, a subdivision in the North half of the North East quarter of Section 18, Township 41 North, Range 13, East of the Third Principal Meridian; Morton Grove, Cook County, Illinois described as follows: Beginning at the South East corner of said Lot 49: thence West along the South line of said lot 49, a distance of 85 feet, thence North Westerly on a line forming an angle of 74 degrees 6 minutes measured from the West to the North with the South line of said lot 49 a distance of 70.00 feet; thence North Westerly a distance 75 feet to a point in the Northerly line or front line of said lot 49 which is 2 feet Westerly of the North East corner of said lot 49; thence Easterly a distance of 2 feet to the North Easterly corner of said lot 49; thence South Easterly along the Easterly line of said Lot 49, a distance of 193.03 feet to the place of beginning.

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