

UNOFFICIAL COPY

THIS MORTGAGE IS A SECOND MORTGAGE

MORTGAGE

86323309

THIS INDENTURE, made July 11 1986
 between JACK K. HIRSCH and ELAINE F. HIRSCH,*
 his wife, * ALSO KNOWN AS ELAINE H. HIRSCH
 2323 Ashbury, Evanston, Illinois
 (NO. AND STREET) (CITY) (STATE)
 herein referred to as "Mortgagors", and STATE NATIONAL BANK, 1603 Orrington Avenue, Evanston,
 Illinois, herein referred to as "Mortgagee", witnesseth:

RECORDED
INDEXED

30 AM 10:43

86323309

Above Space For
Recorder's Use Only

THAT WHEREAS, the Mortgagors are jointly indebted to the Mortgagee upon an installment note of even date herewith ("Note"), in the maximum principal sum of One Hundred Twenty-Five Thousand and no/100 (\$125,000)

DOLLARS (\$), payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagors promise to pay the said principal sum and interest as follows: principal and interest (applied first to accrued interest, then to principal) is due monthly in the full amount of principal and interest outstanding at the option of Mortgagee, in the minimum amount of the greater of two percent (2%) of the amount of principal and interest outstanding, all accrued interest outstanding or \$100.00, with the entire balance of principal and interest due five (5) years from the date hereof, with interest accruing on the principal balance outstanding from time to time at the rate per annum referred to herein and in the Note as the "Loan Rate," which is the "Prime Rate" (described below) plus whichever of the following percentages is then applicable (such percentages being adjusted as and when changes in the "Prime Rate" occur): (i) two percent (2%) during periods that the principal balance is less than \$25,000; (ii) one percent (1%) during periods that the principal balance is \$25,000 or greater, but less than \$50,000; and (iii) zero percent (0%) during periods that the principal balance is \$50,000 or greater, with the term "Prime Rate" being the rate of interest declared as such in the "Money Rates" section of *The Wall Street Journal* advised quarterly, and all of said principal and interest is made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee.

THAT WHEREAS, the aforementioned Note and this Mortgage have been issued pursuant to a Credit Agreement ("Credit Agreement") dated JUNE 15, 1986 by Mortgagee to Mortgagors to mortgage and principal indebtedness under the aforementioned Note represents loans or advances from time to time made under the Credit Agreement by Mortgagee to Mortgagors for the account of Mortgagors.

NOW, THEREFORE, the Mortgagors do hereby in accordance with the terms, provisions and limitations of this Mortgage, the Credit Agreement and the Note (and any extensions or renewals thereof), and the performance of the covenants and agreements contained herein and in the Credit Agreement, and also in consideration of the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, do by these presents MORTGAGE AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Evanston, COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

Lot 2 in R. Clarence Brown's Evanston Community Golf Subdivision in the Southwest Quarter of Section 7, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Tax Number: 11-07-111-903

Property Address 2323 Ashbury, Evanston, Illinois

11.00

which, with the property hereinafter described, is referred to herein as the "premises" TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, shades, beds, awnings, doors and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes set forth upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

THIS MORTGAGE is subject to the following described first mortgage or trust deed hereinafter "First Mortgage" the holder thereof being hereinafter referred to as the "First Mortgagee":

Merchandise National Bank

THIS MORTGAGE secures not only existing indebtedness but also future advances under the aforementioned Note and Credit Agreement made within twenty (20) years from the date hereof to the same extent as if said advances were made on the date hereof although there may be no advance on the date hereof and although there may be no indebtedness outstanding at the time any advance is made.

- THE MORTGAGORS HEREBY JOINTLY AND SEVERALLY COVENANT AND AGREE AS FOLLOWS
- Mortgagors shall pay when due all indebtedness, including principal and interest, under the Note and Credit Agreement and any other indebtedness secured hereunder and shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on the Mortgagors' part to be performed or observed as provided herein, in the Note and in the Credit Agreement and this Mortgage shall secure such payment, performance and observance.
 - Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien (except for this Mortgage and the First Mortgage), (c) pay when due any indebtedness which may be secured by a lien or charge on the premises (no such lien or charge being permitted except for this Mortgage and the First Mortgage); (d) comply within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance; (g) comply in all respects with the terms and conditions of the Credit Agreement; and (h) comply in all respects with the terms and conditions of the First Mortgage.
 - Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
 - Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby and any indebtedness superior hereto under the First Mortgage, all in companies reasonably satisfactory to the Mortgagee and the First Mortgagee, under insurance policies payable in case of loss or damage to Mortgagee and First Mortgagee as their interests shall appear to be evidenced by the standard mortgage clause to be attached to each policy (providing that the same shall not be terminated except upon ten (10) days prior written notice to Mortgagee), and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

1071
C-16255
RE TITLE AGENCY ORDER #

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BOX 169

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5. In case of default thereof by Mortgagor... make an assignment or perform any act... required of Mortgagor in any form and manner deemed expedient...

6. The Mortgagor making any payment hereby authorized, relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax, or title or claim thereof.

7. Mortgagor shall pay each item of indebtedness secured hereunder, both principal and interest, when due according to the terms hereof... At the option of the Mortgagor and without notice, demand or presentment to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable immediately...

8. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagor 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 which may be paid or incurred by or on behalf of Mortgagor for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs...

9. Subject to any prior rights of the First Mortgagor, 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 all such items as are mentioned in the preceding paragraph hereof...

10. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not...

11. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

12. The Mortgage shall have the right to inspect the premises at all reasonable times and access therein shall be permitted for that purpose.

13. If the payment of the indebtedness secured hereby or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagor, notwithstanding such extension, variation or release.

14. Under the Credit Agreement, Mortgagor has agreed to cause the Mortgage to be released at its expense (including recording fees and otherwise) whenever this Mortgage no longer secures any indebtedness under the Note or Credit Agreement.

15. Mortgagors agree that they shall not cause, suffer or allow the conveyance, sale, lease, exchange, mortgage (other than this Mortgage or the First Mortgage), encumbrance (including, without limitation, mechanic's liens), attachment or other transfer or disposition of the premises or any part thereof, whether voluntary or involuntary by operation of law, without the prior written consent of Mortgagor; and any such unpermitted transfer or other disposition shall constitute a default hereunder and, as provided herein, Mortgagor may thereupon without notice, demand or presentment to Mortgagors declare all indebtedness secured hereunder to be immediately due and payable and may foreclose the lien hereof.

16. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note, the Credit Agreement or this Mortgage. The word "Mortgagor" when used herein shall include the successors and assigns of the Mortgagor named herein.

Witness the hand and seal of Mortgagors the day and year first above written.



Jack K. Hirsch (Seal)

Elaine T. Hirsch (Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

(Seal)

(Seal)

State of Illinois County of Cook

I, the undersigned a Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY THAT Jack K. Hirsch and Elaine T. Hirsch * ALSO KNOWN AS ELAINE H. HIRSCH

personally known to me to be the same persons whose name is 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 11th day of July 1986 Commission expires My Commission Expires Dec. 7, 1989 Lucy M. [Signature] Notary Public

This instrument was prepared by: Mariann Chase, State National Bank (NAME)

Mail this instrument to: State National Bank (NAME)

Evanston, Illinois 60204 (CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. BOX 169

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REC'D VANCE UNIT 181