

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on Sept 15, 1987 by Steven B. Pearlman and Hollis A. Pearlman, his wife.

1987 The mortgagor is

("Borrower"). This Security Instrument is given to Bank of Northfield

which is organized and existing under the laws of Illinois  
and whose address is 400 Central Ave, Northfield, Illinois 60093

("Lender"). Borrower owes Lender the principal sum of Thirty five thousand and no/100's  
Dollars (U.S. \$ 35,000.00).

This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides that Borrower has opened a credit line with Lender obligating Borrower to make monthly payments of interest, with the full debt, if not paid earlier, due and payable on

Sept 15, 1992

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note and future advances made pursuant to the Note to the same extent as if such future advances were made on the date hereof and regardless of whether or not any advance has been made as of the date of this Security Instrument or whether there is any outstanding indebtedness at the time of any future advances; interest in accordance with the terms of the Note, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

The North 1/2 of lot 7 in Glenview Highlands, being a subdivision of the South 397.98 feet of the East 1009.8 feet of the North East 1/4 of Section 26, Township 42 North, Range 12 East of the Third Principal Meridian and of the East 976.80 feet of the North 637.23 Feet of the South East 1/4 of said section 26 and of the East 16 acres of Lot 10 in William Reed's subdivision of part of the South 1/2 of Sections 26 and 27, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded August 16, 1886 as document 744546 in Book 24 of plats page 2 in recorders office of Cook County, Illinois and of the North 1/2 ( by North and South measurements) of Lot 10 (except 8 acres thereof in William Reed's subdivision as above described)

Perm Tax ID#04-26-204-034-0000 BHD

Address: Same as below

which has the address of 1820 Highland Terrace

Glenview, Illinois 60025

("Property Address")

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, 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 additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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

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 late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Taxes; Insurance; Charges; Liens. Borrower shall pay all taxes, hazard insurance, assessments and other charges, fines and impositions attributable to the Property. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

3. Hazard Insurance. Borrower shall keep the 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.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold copies of 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Mail to:

This document was prepared by Marianne White, Bank of Northfield. 400 Central  
Northfield, IL 60093

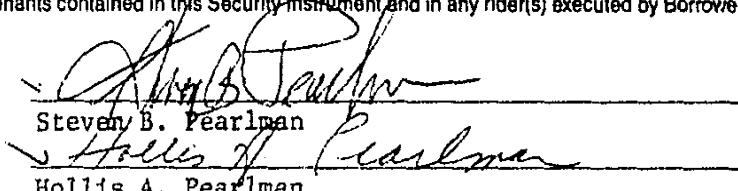
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18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

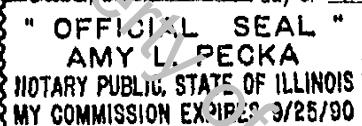
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
Steven B. Pearlman  
Hollis A. Pearlman

STATE OF ILLINOIS }  
COUNTY OF Cook } SS

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Steven B. Pearlman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 Notarial seal, this 10th day of February, 1987.



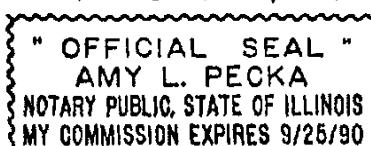
Notary Public

My commission expires: \_\_\_\_\_, 19 \_\_\_\_\_.  
*(Signature)*

STATE OF ILLINOIS }  
COUNTY OF Cook } SS

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Hollis A. Pearlman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her 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 Notarial seal, this 10th day of February, 1987.



Notary Public

My commission expires: \_\_\_\_\_, 19 \_\_\_\_\_.  
*(Signature)*

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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1. **Provisions Relating to Sale of Property.** Unless Landlord and Borrower shall agree otherwise in writing, any such sale of principal or proceeds of real estate by either party to another party shall not extend or postpone the due date of the mortgagor's obligations to Borrower, unless Landlord and Borrower shall agree to other terms of payment, such amounts shall be payable upon notice from Landlord to Borrower, provided that the mortgagor has been given at least 30 days prior to the date of sale to pay the amount due, and if the mortgagor fails to do so, Landlord may sue for the amount due, and may have a right to foreclose in addition to any other remedy available to him.

2. **Provisions Relating to Sale of Personal Property.** If the mortgagor sells his personal property, he shall pay the amount due, and if he fails to do so, Landlord may sue for the amount due, and may have a right to foreclose in addition to any other remedy available to him.

3. **Provisions Relating to Sale of Real Estate.** If the mortgagor sells his real estate, he shall pay the amount due, and if he fails to do so, Landlord may sue for the amount due, and may have a right to foreclose in addition to any other remedy available to him.

4. **Provisions Relating to Sale of Accounts.** If the mortgagor sells his accounts, he shall pay the amount due, and if he fails to do so, Landlord may sue for the amount due, and may have a right to foreclose in addition to any other remedy available to him.

5. **Provisions Relating to Sale of Investments.** If the mortgagor sells his investments, he shall pay the amount due, and if he fails to do so, Landlord may sue for the amount due, and may have a right to foreclose in addition to any other remedy available to him.

6. **Provisions Relating to Sale of Securities.** If the mortgagor sells his securities, he shall pay the amount due, and if he fails to do so, Landlord may sue for the amount due, and may have a right to foreclose in addition to any other remedy available to him.

7. **Condemnation.** The proceeds of any such condemnation shall be applied to the amount due, and the balance shall be paid to the mortgagor.

8. **Injunction.** Landlord may make or cause to be made reasonable reparation to any such injunction relating to the property, provided that Landlord shall give Borrower notice of any such injunction and furnish Borrower with a copy of the injunction.

9. **Fettered Title.** Fettered title by Landlord No. 2 Waiver. Any notice of any such proceeding by Landlord shall not be a waiver of the right of the mortgagor to defend or to set aside the same.

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

11. **Successors and Assigns Bound; Joint and Several Liability; Covenants.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Landlord and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements herein contained shall be joint and several. The covenants and agreements of this Mortgage are for joint convenience only and are not to be used to interpret or define the provisions hereof.

12. **Notice.** Except for any notice required under applicable law, notice shall be given in the manner designated herein.

13. **Governing Law; Governing Rule.** This Mortgage shall be governed by the law in which the property or any interest therein is located. In the event that any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this mortgage or the Note which can be given effect without the consent of the parties.

14. **Borrower's Copy.** Borrower shall be furnished a copy of the note and of this Mortgage without further notice to the lender.

15. **Transfer of the Property or a Beneficial Interest.** Without Landlord's prior written consent, Borrower must pay all sums secured by this Security instrument in full of all sums demanded or received by Borrower to Acceleration of any conveyance or agreement following Borrower's breach of any provision in this Security instrument; (b) the default instrument (but not prior to Acceleration of any conveyance or agreement following Borrower's breach of any provision in this Security instrument); (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) the action required to cure the default or before the notice is given to Borrower the date specified in the notice is given to Borrower, by which the default must be cured.

16. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to Acceleration following Breach of any provision in this Security instrument (but not prior to Acceleration of any provision in this Security instrument).

17. **Lender in Possession.** Upon acceleration under paragraph 16 or abandonment of the property and at any time prior to the expiration of any period of reademption following liquidation, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and to collection of rents, including, but not limited to, security fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.