

51133894 Runway

GEORGE E. COLE  
LEGAL FORMS

MORTGAGE RECORDING  
For Use With Note Form No. 1447

FORM NO. 103  
February 1985

UNOFFICIAL COPY

87194132

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE, made March 26, 1987, between  
Marc M. Pozan and Dawn B. Pozan, his wife

419 Oakdale, Chicago, Illinois  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and  
The First Commercial Bank

6945 N. Clark St. Chicago, IL 60626  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

DEPT-01 RECORDING \$15.30  
TR#0222 TRAN 0390 04/13/87 11:12:00  
#5746 # B \* -87-194132  
COOK COUNTY RECORDER

-87-194132

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of One Hundred Fifty Thousand and no/100ths DOLLARS (\$ 150,000.00), 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 at the rate and by installments as provided in said note, with a final payment of the balance due on the 1st day of April 2012, and all of said principal and interest are 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 at 6945 N. Clark St., Chicago, Illinois

NOW, THEREFORE, the Mortgagors do secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY 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 Flossmoor, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOTS 20, 21, AND 22 IN BLOCK 3 IN FLOSSMOOR PARK, A SUBDIVISION IN THE WEST 1/2 ON THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\* THE TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF AS ATTACHED HERETO AS EXHIBIT "A".

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 32-06-307-016, 32-06-307-017, 32-06-307-018, 40720

Address(es) of Real Estate: 2321 Vardon Lane, Flossmoor, Illinois 60122

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto be owned, and all rents, issues and profits thereof 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, inador beds, awnings, stoves 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, and 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.

The name of a record owner is: Marc M. Pozan and Dawn B. Pozan, his wife

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this page) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

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

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

Marc M. Pozan (Seal)  
Marc M. Pozan

Dawn B. Pozan (Seal)  
Dawn B. Pozan

State of Illinois, County of Cook in the State aforesaid, DO HEREBY CERTIFY that

I, the undersigned, a Notary Public in and for said County  
Marc M. Pozan and Dawn B. Pozan,

Official Seal of Notary Public  
I am personally known to me to be the same person s whose name are subscribed to the foregoing instrument, and 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 homestead.

Given under my hand and official seal, this 30th day of March 1987

This instrument was prepared by David I. Dredsner 6945 N. Clark, Chicago, IL  
(NAME AND ADDRESS)

Mail this instrument to The First Commercial Bank 6945 N. Clark, Chicago, IL  
(NAME AND ADDRESS)

Chicago, Illinois 60626  
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO.

15.00 MAIL

87194132

TP  
EAO

10722 10721



# UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors 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; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. 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.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagor's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. 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, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, 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 days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee 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 office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured 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 which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances 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. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. 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; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. 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 Mortgagors 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, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. 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.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness 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 Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. 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 or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

# UNOFFICIAL COPY

RIDER ATTACHED TO AN MADE A PART OF MORTGAGE  
DATED MARCH 26, 1987 FROM MARC M. POZAN AND  
DAWN B. POZAN, HIS WIFE TO THE FIRST COMMERCIAL  
BANK.

This Mortgage and Note which it secures, will not be assumable  
without the Note Holders consent. Any sale, transfer, or  
further encumbrance (including but not limited to a contract  
sale, sale under articles of agreement for deed, or a transfer  
to a land trust), or any attempted sale, transfer, or further  
encumbrance of the undersigned's right, title, and interest  
to the property mortgaged hereunder, without said consent, shall  
render the entire Note indebtedness immediately due and payable  
at the Note Holder's election.

Mortgagor:

BY



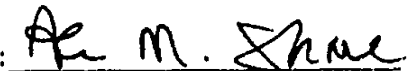
BY

Dawn B. Pozan

MORTGAGEE:

THE FIRST COMMERCIAL BANK

BY:

  
Alan M. Share  
Vice President

Property of Cook County Clerk's Office

87194132

NOTE

\$150,000.00

Chicago, Illinois  
March 26, 1987

FOR VALUE RECEIVED, Marc M. Pozan & Dawn B. Pozan hereby promise, to pay to the order of THE FIRST COMMERCIAL BANK the principal sum of ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100ths (\$150,000.00), and interest on the balance of principal remaining from time to time unpaid at the rate computed as follows:

- (a) From the date of disbursement to April 1, 1992, Nine and one half percent (9½%) per annum, and,
- (b) From April 1, 1992 to April 1, 1997 the prime rate at Continental Illinois National Bank and Trust Company of Chicago in effect on April 1, 1992 plus 2.0 percent per annum,
- (c) From April 1, 1997 to April 1, 2002 the prime rate at Continental Illinois National Bank and Trust Company of Chicago in effect on April 1, 1997 plus 2.0 percent per annum,
- (d) From April 1, 2002 to April 1, 2007 the prime rate at Continental Illinois National Bank and Trust Company of Chicago in effect on April 1, 1997 plus 2.0 percent per annum
- (e) From April 1, 2007 to April 1, 2012 the prime rate at Continental Illinois National Bank and Trust company of Chicago in effect on April 1, 2007 plus 2.0 percent per annum,

in the following manner:

- (1) From the date of disbursement to April 1, 1992 principal and interest on the balance of principal remaining from time to time unpaid at the rate as computed in (a) above, shall be payable in consecutive monthly installment of One Thousand Three Hundred Ten and 55/100ths (\$1310.55) Dollars each, beginning with May 1, 1987 and continuing thereafter on the first day of each month to and including April 1, 1992.
- (2) For the period from April 1, 1992 to April 1, 1997 the unpaid principal balance as of April 1, 1992 together with interest as computed in (b) above shall be amortized over a period of 20 years and shall be payable in consecutive equal monthly installments beginning with May 1, 1992 and continuing thereafter on the first day of each month to and including April 1, 1997.
- (3) For the period from April 1, 1997 to April 1, 2002 the unpaid principal balance as of April 1, 1997 together with interest as computed in (c) above shall be amortized over a period of 15 years and shall be payable in consecutive equal monthly installments beginning with May 1, 1997 and continuing thereafter on the first day of each month to and including April 1, 2002.
- (4) For the period from April 1, 2002 to April 1, 2007 the unpaid principal balance as of April 1, 2002 together with interest as computed in (d) above shall be amortized over a period of 10 years and shall be payable in consecutive equal monthly installments beginning with May 1, 2002 and continuing thereafter on the first day of each month to and including April 1, 2007.
- (5) For the period from April 1, 2007 to April 1, 2012 the unpaid principal balance as of April 1, 2007 together with interest as computed in (e) above shall be amortized over a period of 5 years and shall be payable in consecutive equal monthly installments beginning with May 1, 2007 and continuing thereafter on the first day of each month, except that a final payment of principal and interest, if not sooner paid, shall be due and payable on April 1, 2012.
- (6) All such payments on account of the indebtedness evidenced by this Note shall be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal.

87194132

Interest after maturity or default until paid shall be payable at the highest legal rate. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois as the legal holder of this Note may, from time to time, in writing appoint, and in the absence of such appointment than at the office of The First Commercial Bank.

If the note holder has not received the full amount of any payment by the end of 15 calendar days after the date is due, I will pay a late charge to the Note Holder. The amount of the late charge will be 5% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

The principal sum may be prepaid, in whole or in part, on any installment date, without penalty, upon 30 days written notice.

The payment of this Note is secured by a Mortgage, bearing even date herewith to said THE FIRST COMMERCIAL BANK, on real estate in Cook County, Illinois, to which instruments reference is hereby made for a description of the security, and a statement of the terms and conditions upon which this Note is secured. It is agreed that at the election of the holder or holders hereof and without notice the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof, or in case at any time hereafter the right to foreclose the said Mortgage shall accrue to the legal holders hereof under any of the provisions contained in said Mortgage.

This Note and the Mortgage which secures it, will not be assumable without the Note Holder's prior written consent. Any sale, transfer or further encumbrance (including by not limited to a contract sale, sale under articles of agreement for deed or a transfer to land trust) or any attempted sale, transfer or further encumbrance of the undersigned's right, title and interest to the property securing this Note, without said consent, shall render the entire note indebtedness immediately due and payable, at the Note Holder's election.

The maker, makers, guarantors or endorsers jointly and severally waive diligence, presentment, protest and demand, notice of protest, demand and dishonor and non-payment of this Note, and agrees to pay all costs of collection when incurred, including reasonable attorney's fees. Payments under this Note may be extended or modified without affecting the liability of the undersigned. The security stated in the Mortgage securing this Note may be released in whole or in part, or increased or modified, and may secure future advances without affecting said liability.

Regardless of their form, all words shall be deemed singular or plural and shall have the gender as required by the text. Whenever applicable the term "Trust Deed" shall also mean "Mortgage". If there is more than one maker of this Note, the liability of the undersigned shall be joint and several.

BY \_\_\_\_\_  
Marc M. Pozan

BY \_\_\_\_\_  
Dawn B. Pozan

87194132