

MORTGAGE

87294790

THIS MORTGAGE is made this 1st day of June, 1987, between Michael Weininger and Susan Weininger whose address is 1115 Hinman, Evanston, Illinois (hereinafter referred to as "Mortgagor") and Jack Weininger and Muriel Weininger, as joint tenants with the right of survivorship, whose address is 5754 North Christiana, Chicago, Illinois, 60659, doing business in Chicago, Illinois (hereinafter referred to as "Mortgagee").

WITNESSETH

Mortgagor is justly indebted to Mortgagee in the principal sum of ONE HUNDRED THIRTY-THREE THOUSAND AND NO/100 (\$133,000.00) DOLLARS, as evidenced by that Note of Mortgagor dated of even date herewith, made payable to Mortgagee, providing for mandatory payments of principal and interest until said Note is fully paid.

To secure the payment of the principal sum of money evidenced by the Note, with interest thereon as provided therein, and the payment of all other sums advanced to protect the security of this Mortgage, with interest thereon, and the performance by Mortgagor of all of the covenants and conditions contained herein and in said Note and all other sums due and owing by Mortgagor to Mortgagee, the Mortgagor does hereby by these presents, GRANT, MORTGAGE AND CONVEY to Mortgagee, its successors and assigns the following described real estate and all of their estate, right, title and interest therein, situated, lying and being in the City of Evanston, County of Cook and State of Illinois, legally described on Exhibit "A" attached hereto and by this reference incorporated herein, together with all improvements, tenements, easements, hereditaments and appurtenances thereunto belonging and all rents, issues and profits thereof for so long and during all such times as the Mortgagor may be entitled thereto, and all the structures, buildings, additions and improvements, and replacements thereof, erected upon said realty, including any energy systems providing power, electricity, heating, air conditioning, lighting, ventilation, water, and all apparatus and fixtures of every kind and nature whatsoever forming part of said improvements or of any structures or buildings heretofore or hereafter standing on the realty or on any part thereof or now or hereafter used in connection with the use and enjoyment of said realty, whether or not physically attached thereto. All of the above-mentioned and described real estate, property and rights are hereinafter referred to as "Property".

TO HAVE AND TO HOLD the Property unto the said Mortgagee, its successors and assigns forever, for the purposes and use therein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Obligations Relating to Property. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or

This Document Prepared By And After Recording To Be Returned To:

Michael Weininger, Esq.
Suite 2300
200 North LaSalle Street
Chicago, IL 60601

Common Address of Property:

1115 Hinman
Evanston, IL

Property Identification Number
11-19-208-007



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improvements now or hereafter on the Property which may become damaged or be destroyed; (b) keep said Property in good condition and repair, without waste and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Property superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) not use or suffer or permit use of the Property for any purpose other than that for which the same is now used; (e) not initiate or acquiesce in any zoning reclassification without Mortgagee's written consent; (f) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note; and (g) pay all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgement of this Mortgage and all other documents securing the indebtedness secured hereby.

2. Taxes. Mortgagor shall pay before any penalty attaches all general taxes, special taxes, special assessments, water charges, sewer service charges and other charges against the Property when due, and shall upon written request, furnish to Mortgagee duplicate receipts therefor.

3. Insurance. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Property insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may reasonably require.

4. Prepayment. At such time as the Mortgagor is not in default under the terms of the Note secured hereby, the Mortgagor shall have the privilege of making prepayments on the principal of said Note without penalty.

5. Rights of Lender. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor 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 monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the Property and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable after notice to Mortgagor and failure of Mortgagee to pay such amount within ten days receipt of such notice and with interest thereon from the date of the disbursement at the rate stated in the Note.

6. Duties When Paying Property Obligations. Mortgagor in making any payment hereby authorized: (a) relating to taxes and assessments or insurance premiums, 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; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

7. Default. If (a) default be made in the due and punctual payment of the Note, or any installment due in accordance with the

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terms hereof, either of principal or interest or in any payment required to be made under the terms of said Note or this Mortgage; or (b) a petition shall be filed by or against the Mortgagor in voluntary or involuntary bankruptcy or under Chapters XI, XII or XIII of the Federal Bankruptcy Act or any similar law, state or Federal, whether now or hereafter existing; or (c) the Mortgagor shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor or for all Mortgagor's property or the major part thereof in any proceeding, or any court shall have taken jurisdiction of the property of the Mortgagor or the major part thereof in any proceeding for the arrangement, liquidation or winding up of the affairs of the Mortgagor; or (d) the Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing inability to pay Mortgagor's debts generally as they become due; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Mortgagor and any such default described in this paragraph 7 shall continue for twenty-one (21) days after written notice to Mortgagor of such default, then and in every such case the whole of said principal sum hereby secured may, at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon.

8. Foreclosure. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, publication costs, and costs for 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 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 Property.

9. Inspection. Mortgagee shall have the right to inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

10. Release. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

11. Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagor or Mortgagee at the address set forth above, or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

12. Nonassignment. This mortgage shall not be assigned by Mortgagee.

13. Binding. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such 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, and shall include the singular or plural as the context may require. All obligations of

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Mortgagor hereunder shall be joint and several if more than one party comprise the Mortgagor.

14. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof. Wherever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

Michael Weininger
Michael Weininger

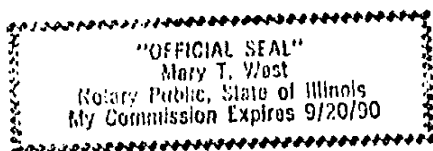
Susan Weininger
Susan Weininger

STATE OF ILLINOIS)
) 93
COUNTY OF COOK)

I, MARY T. WEST, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Weininger and Susan Weininger appeared before me this day in person and acknowledged that they signed and sealed the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1 day of JUNE, 1987.

Mary T. West
Notary Public



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11/18/2013

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LEGAL DESCRIPTION FOR 1115 HINMAN, EVANSTON

Lot 15 in the resubdivision of Lots 12 to 16 inclusive, in Block 78 in the Northwestern University Subdivision of that part of the north half of the north half lying east of Chicago Avenue of Section 19, Township 41 North, Range 14, East of the Third Principal Meridian except the 15-1/2 acres in the northeast corner of said tract in Cook County, Illinois.

11-19-2008.007

ADD Wn

DEPT-01 RECORDING \$15.25
TR 111 TRAM 0001 06/01/07 16:42:00
87294790 *87-294790
COOK COUNTY RECORDER

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