

MORTGAGE
With Provision For Receiver
(ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

88435519

THE MORTGAGOR Merle H. Berk, f/k/a Merle H. Moss
of the County of Cook and State of Illinois,
MORTGAGE S and WARRANT S to MORTGAGEE Marshall E. Rodin, 161 Chicago Ave. East #43A, Chicago, IL: 60611
of the County of Cook and State of Illinois,
to secure the payment of a certain promissory note *
executed by mortgagor Merle H. Berk, f/k/a Merle H. Moss, bearing even date herewith, payable to the order of

Marshall E. Rodin
161 Chicago Avenue East
#43A
Chicago, Illinois 60611

Above Space For Recorder's Use Only

*in the principal amount of \$ 25,440.15, payable on demand.

the following described real estate, to wit:

The West 19 feet of Lot 6 (except the North 85 feet thereof) and Lots 7, 8, 9 and 10 (except the North 85 feet of said Lots 7, 8, 9 and 10) in Krenn & Dato's Howard Street and Crawford Avenue Subdivision of part of Lot 1 in Hoffman's Subdivision of the South East 1/4 of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian

Property Address 7549 N. Keystone, Skokie

P. I. N. 10-27-407-059

situated in the County of Cook, in the State of Illinois, together with all the rents, issues and profits thereof, and all appurtenances to said real estate, and all improvements thereon, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

If default be made in the payment of the said promissory note Merle H. Berk, f/k/a Merle H. Moss, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest, secured by the said promissory note Merle H. Berk, f/k/a Merle H. Moss in this mortgage mentioned, shall thereupon, at the option of the said mortgagee Marshall E. Rodin, his heirs, executors, administrators, attorneys or assigns, become immediately due and payable; and this mortgage may be immediately foreclosed to pay the same by said mortgagee Marshall E. Rodin, his heirs, executors, administrators, attorneys or assigns, and it shall be lawful for the said mortgagee Marshall E. Rodin, his heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

Upon the filing of any complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint William E. Borenstein, attorney at law or any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and expenses and advances herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, ascertaining the necessary parties to the foreclosure action, and reasonable dollars attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the principal of said note Merle H. Berk, f/k/a Merle H. Moss whether due and payable by the terms thereof or by acceleration, and the interest thereon.

If any provision of this mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this mortgage.

Dated this 2nd day of August 1988
Merle H. Berk, f/k/a Merle H. Moss (SEAL)

(SEAL)

(SEAL)

This instrument was prepared by William E. Borenstein, 135 S. LaSalle St., Suite 630, Chicago, IL. (NAME AND ADDRESS) 60603

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12.00

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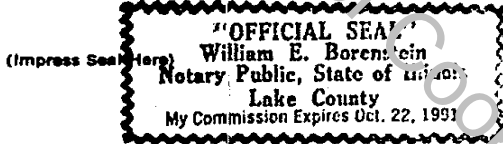
UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, WILLIAM E. BORENSTEIN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Merle H. Berk, f/k/a Merle H. Moss

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 official seal this 2nd day of August, 19 88.



William E. Borenstein
Notary Public

Commission Expires _____

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1988 SEP 22 PM 1:25

88435519

Cook County Clerk's Office

88435519
WILLIAM BORENSTEIN
135 S. LA SALLE ST., 5TH FL.
CHICAGO, ILLINOIS 60603

BOX 333-CC

MAIL TO

GEORGE E. COLE®
LEGAL FORMS

Real Estate Mortgage

TO