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\$18.00

MORTGAGE

The undersigned, Ernest A. Klein, Jr., as Trustee, under the July 7, 1988 Ernest A. Klein, Jr., Declaration of Trust, mortgagor, does hereby mortgage and warrant to Ernest A. Klein, Jr., as Trustee of the June 25, 1981 Sylvia B. Klein Revocable Trust, mortgagee, the following-described real estate, situated in the County of Cook, State of Illinois:

Parcel 1: That part of Lots 13 and 14 taken as a tract lying East of a line drawn from a point on the North line of said Lot 14, 72.17 feet East of the North West corner thereof to a point on the South line of said Lot 13, 71.82 feet East of the South West corner thereof and lying South of a line described as commencing at a point on the last described line 67.75 feet South of the North line of said Lot 14; thence East at right angles 20.50 feet; thence South at right angles 4.50 feet; thence East at right angles 17.0 feet; thence South at right angles 4.0 feet; thence East at right angles 24.75 feet; thence South at right angles 0.50 feet; thence East 30.77 feet more or less to a point on the East line of said Lot 13, 76.75 feet South of the North East corner of said Lot 14, in block 27 in Ravenswood in Section 18, Township 40, North, Range 14 East of Third Principal Meridian, in Cook County, Illinois;

Parcel 2: Easements as set forth in the Declaration of easements and Exhibit "1" thereto attached dated June 21, 1962 and recorded June 28, 1962 as document number 18518879, made by Charles G. Matthies, Inc., a corporation of Illinois and as created by the Deed from Charles G. Matthies, Inc., a corporation of Illinois, and Robert G. Fauler dated January 29, 1971 and recorded February 24, 1971 as document number 18518882 for the benefit of Parcel 1, aforesaid for ingress and egress.

Permanent Tax Number: 14-18-410-037-0000  
Commonly known as: 4201 N. Paulina, Unit # H, Chicago, Illinois.

Together with all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, all of which are declared to be a part of the real estate whether physically attached thereto or not; and also together with all easements and

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the rents, issues, and profits of the premises which are hereby pledged, assigned, and transferred to mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of the property or any part thereof, whether such lease or agreement is written or verbal and whether it is now or may be hereafter existing.

To have and hold the property, with the buildings, improvements, fixtures, appurtenances, apparatus, and equipment unto mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which rights and benefits mortgagor does hereby release and waive. On payment of the obligations hereunder and the note secured hereby, the note shall be marked paid and delivered to the maker or his successor, together with this mortgage duly canceled and a release deed thereof executed. A reasonable fee shall be paid by mortgagor or his successor in interest for such cancellation and release.

This mortgage is made to secure: (a) the payment of a certain indebtedness from mortgagor to mortgagee evidenced by a note made by mortgagor in favor of mortgagee bearing even date herewith in the principal sum of Ninety Thousand and no/100 Dollars (\$90,000.00), which is payable as provided in the note, with the principal balance if any remaining unpaid plus accrued interest being due and payable on November 12, 1993, and any additional advances made by mortgagee to mortgagor or his successor in title.

(b) The performance of the other agreements in the note, which note is hereby incorporated herein and made a part hereof;

(c) Any future advances as herein provided, and to secure the performance of mortgagor's covenants and agreements herein contained.

## Mortgagor covenants:

1. (a) To pay the indebtedness and the interest thereon as herein and in the note provided, or according to any agreement extending the time of payment thereof, and to pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, insurance premiums, water charges, sewer service charges against the property (including those heretofore due), and to furnish mortgagee on request, duplicate receipts therefor, and all such items extended against the property shall be conclusively deemed valid for the purposes of this requirement;

(b) To keep the improvements now or hereafter on the premises insured against damage by fire, windstorm, and such other hazards or liability as mortgagee may require to be insured against, until the indebtedness is fully paid, or in case

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foreclosure, until expiration of the period of redemption, for the full and insurable value thereof, in such companies and in such form as shall be satisfactory to mortgagee. Such insurance policy or policies shall remain with mortgagee during the period and contain the usual clause making them payable to mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or any grantee in a sheriff's or magistrate's deed. In case of loss under such policies, mortgagee is authorized to adjust, collect, and compromise, in its discretion, all claims thereunder, and mortgagor agrees to sign, on demand, all receipts vouchers, releases, checks, and drafts required of him to be signed by insurance companies, and mortgagee is authorized in its discretion to apply the proceeds of any insurance claim to the indebtedness hereby secured, to a restoration of the property, or to the discharge of any obligation insured against, but monthly payments shall continue to be made by mortgagor until the indebtedness is paid in full. Mortgagor hereby appoints any officer of mortgagee as his attorney in fact to receipt for and endorse in the name of mortgagor or his successor in title all checks and drafts received in payment of any casualty loss;

(c) Immediately after destruction or damage, to commence and properly complete the rebuilding or restoration of buildings and improvements now or hereafter on the premises unless mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage;

(d) To keep the premises in good condition and repair without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof;

(e) Not to suffer or permit any unlawful use of or nuisance to exist on the property nor to diminish nor impair its value by any act or omission to act;

(f) To comply with all requirements of law with respect to mortgaged premises and the use thereof;

(g) Not to suffer or permit, without the prior written permission of mortgagee, (1) any use of the property for any purpose other than that for which it is now used, (2) any alterations, additions, demolition, removal, or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter on the property, or (3) a purchase on conditional sale, lease, or agreements under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or on any buildings or improvements on the property;

(h) To complete within a reasonable time any buildings or improvements now or at any time in process of erection on the premises, in accordance with the plans and specifications furnished to mortgagee by mortgagor, and in the event of the failure of mortgagor to do so, mortgagee at its option may

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complete the buildings or improvements, and the amount expended therefor shall be so much additional indebtedness secured hereby;

(i) To appear in and defend any proceeding which in the opinion of mortgagee affects its security hereunder, and to pay all costs, expenses, and attorney's fees incurred or paid by mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage;

(j) That all of the information, statements, and representations made in the written application for and the processing of the indebtedness secured hereby are true and correct;

(k) That mortgagor will not convey or cause to be conveyed his equity of redemption in and to the real estate above described, without the prior written consent of mortgagee;

(l) That whenever mortgagor fails to procure and deliver to mortgagee a renewal insurance policy to protect against the hazards enumerated above not less than 45 days before the expiration date of such policy, mortgagee is authorized to procure such renewal policy of insurance, and the premium therefor shall be paid by mortgagor on demand; and

(m) That mortgagee shall have the right to inspect the premises at all reasonable times, and access shall be permitted for that purpose.

2. That if mortgagor procures contracts of insurance on his life and disability insurance for loss of time and accidental injury or sickness, or either such contract, making mortgagee assignee thereunder, mortgagee may pay the premiums for such insurance and add such payments to the principal indebtedness secured by this mortgage, to be repaid in the manner provided for in the note.

3. That in the case of failure to perform any of the covenants herein, mortgagee may do on mortgagor's behalf everything so covenanted; that mortgagee may also do any act it may deem necessary to protect the lien hereof; and that mortgagor will repay on demand any money paid or disbursed by mortgagee for any of the above purposes, and such money, together with interest thereon at a rate of Fifteen per cent (15%) per annum above the interest rate then payable on the indebtedness shall become so much additional indebtedness hereby secured, and if not so repaid, may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of the premises if not otherwise paid. Mortgagee need not inquire into the validity of any lien, encumbrance, or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring mortgagee to advance any money for any purpose or do any act hereunder. Mortgagee shall not incur any personal liability on account of anything it may do or omit to do hereunder.

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4. That it is the intent hereof to secure payment of the note whether the entire amount has been advanced to mortgagor at the date hereof or at a later date, or having been advanced, is repaid in part and further advances made at a later date.

5. The undersigned agrees that in the event the real estate described herein is sold or conveyed to any person other than the undersigned, then this note shall become at once due and payable, anything herein contained to the contrary notwithstanding. However, mortgagee may agree to an assumption of the note and this mortgage by such person or persons other than the undersigned at an interest rate equal to the then prevailing interest being charged by mortgagee, and mortgagee agrees to act in good faith and reasonableness in considering such an assumption.

6. That in the event the ownership of the property or any part hereof becomes vested in a person other than mortgagor, mortgagee may, without notice to mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with mortgagor, and may forbear to sue or may extend the time of payment of the debt hereby secured without discharging or in any way affecting the liability of mortgagor hereunder or on the debt hereby secured.

7. That time is of the essence hereof, and if default is made in performing any covenant herein or making any payment under the note or obligation or any extension or renewal thereof, if proceedings are instituted to enforce any other lien or charge on or against any of the property, on the filing of a proceeding in bankruptcy by or against mortgagor, if mortgagor makes an assignment for the benefit of his creditors or if his property is placed under control or in custody of any court, if mortgagor abandons any of the property or in the event of the transfer of, or agreement to transfer, any right, title, or interest in the property or any portion thereof, or if mortgagor fails to complete within a reasonable time any building or buildings now or at any time in process of erection on the premises, then mortgagee is hereby authorized and empowered at its option and without affecting the lien hereby created or the priority of such lien or any right of mortgagee hereunder to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default is remedied by mortgagor, and to apply toward the payment of the mortgage indebtedness any indebtedness of mortgagee to mortgagor. Mortgagee may also immediately proceed to foreclose this mortgage, and any foreclosure sale may be made of the premises in mass without offering the several part separately. In the event that ownership of the property or any part thereof becomes vested in a person other than mortgagor and any part of the sum secured hereby remains unpaid, and in the further event that mortgagee does not elect to declare such sums immediately due and payable, mortgagor shall pay a reasonable fee to mortgagee to cover the cost of amending the records of mortgagee to show such

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change of ownership.

8. That on the commencement of any foreclosure hereunder, the court in which such complaint is filed may at any time either before or after sale and without notice to mortgagor or any party claiming under him, and without regard to the then value of the premises, or whether the same is occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rent, issues, and profits of the premises during the pendency of such foreclosure suit and the statutory period of redemption. Such rents, issues, and profits, when collected, may be applied before as well as after the sheriff's or magistrate's sale, toward the payment of the indebtedness, cost, taxes, insurance, or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there is a decree therefor in person or not. If the receiver is appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there is a redemption or not, and until the issuance of deed in case of sale, but if no deed is issued, until the expiration of the statutory period during which it may be issued, and no lease of the premises shall be nullified by the appointment or entry in possession of a receiver, but he may elect to terminate any lease junior to the lien hereof.

On foreclosure of the premises, there shall be allowed and included as an additional indebtedness in the decree of sale, all expenditures and expenses together with interest thereon at the statutory rate which may be paid or incurred by or on behalf of mortgagee for attorney's fees, mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, sheriff's and magistrate's fees and commissions, court costs, publication costs, and estimated costs as to such items after the entry of decree as procuring all abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates, and similar data and assurances with respect to title that mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of the premises. All such amounts, together with interest as herein provided, shall be immediately due and payable by mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgagor or the note secured hereby; (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of the premises there first shall be paid out of the proceeds thereof all of the above items, then the entire indebtedness whether due or payable by the terms hereof or not and

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the interest thereon to the time of such sale. The overplus, if any, shall be paid to mortgagor, and the purchaser shall not be obligated to see to the application of the purchase-money.

9. In the event the mortgaged property or any part thereof is taken by condemnation, mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken by condemnation. All condemnation money so received shall be forthwith applied by mortgagee as it may elect to the immediate deduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged.

10. That (a) each right, power and remedy herein conferred on mortgagee is cumulative of every other right or remedy of mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith;

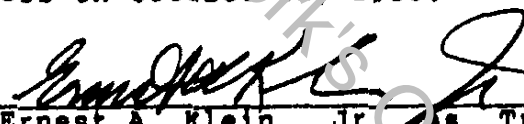
(b) No waiver by mortgagee of performance of any covenant herein or in the obligation contained shall thereafter in any manner affect the right of mortgagee to require or enforce performance of the same or any other of the covenants;

(c) Wherever the context requires, the masculine gender as used herein shall include the feminine, and the singular number shall include the plural;

(d) All rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of mortgagor and successors and assigns of mortgagee; and

(e) The powers herein contained may be exercised as often as the occasion therefor arises.

Executed at Chicago, Illinois on October 12, 1988.

  
Ernest A. Klein, Jr., as Trustee,  
as aforesaid

STATE OF ILLINOIS     )  
                                  )    SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Ernest A. Klein, Jr., as Trustee under the July 7, 1988 Ernest A. Klein, Jr., Declaration of Trust, is 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 and delivered the said instrument as his free and voluntary act as the free and

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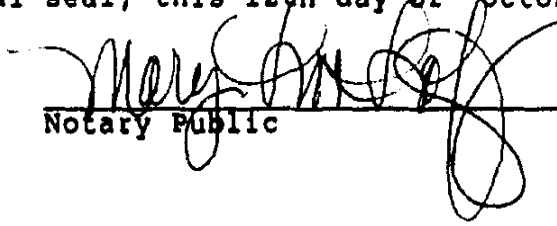
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voluntary act of said Trust, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of October, 1988.

  
\_\_\_\_\_  
Notary Public

- Mey Com. GHP  
3-18-90

This instrument was prepared by **Martin S. Korey, Esq.**  
**Stone, Pogrund, Korey & Spagat**  
**221 N. LaSalle Street, #2800**  
**Chicago, Illinois 60601**

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