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NOW THEREFORE, the Mortgagor, to secure the Guaranty according to its tenor and effect and in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor 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, mortgage, grant and convey unto the Lender, its successors and assigns, forever, the following described Real Estate and all their estate, right, title and interest therein, situated and being in the County of Cook and State of Illinois, to wit:

Lot 52 (except North 32.42 feet thereof) in Twin Oaks, being a Subdivision in Northwest 1/4 of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Real Estate Index No. 09-15-210-060

which has the address of 9359 Hamlin Avenue  
(Street)  
Des Plaines, Illinois 60016 ("Property  
(City) (Zip Code)  
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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

MORTGAGOR COVENANTS that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property is unencumbered except for encumbrances of record. Mortgagor covenants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

~~THIS SECURITY INSTRUMENT~~ combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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This Instrument Prepared By:  
Carole Burkhart  
NBD Highland Park Bank, N.A.  
513 Central Avenue  
Highland Park, IL 60035

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[Space Above This Line For Recording Data]

## MORTGAGE TO SECURE GUARANTY

THIS MORTGAGE ("Security Instrument") is given on May 8,  
19 89. The mortgagor(s) is/are Selig Spun and Miriam Spun, his wife  
This Security Instrument is given to NBD  
Highland Park Bank, N.A., which is organized and existing under the laws of The  
United States of America, whose address is 513 Central Avenue, Highland Park,  
Illinois 60035 ("Lender").

THAT, WHEREAS, Selig's Kosher Delicatessen West, Inc.  
a (herein referred to as the "Obligor") is justly indebted  
to the said Lender in the PRINCIPAL SUM OF Seventy-five Thousand and 00/100  
Dollars (\$ 75,000.00) evidenced by a certain Note of Obligor  
dated May 8, 1989, made payable to Lender and delivered, in and by which said  
principal sum with interest thereon from the date the proceeds of this Note are  
disbursed until the maturity thereof, in the manner and bearing interest at the  
rate set forth therein.

THAT, WHEREAS; (check and complete appropriate box).

(Title held in Land Trust)

("Guarantors") are sole  
beneficiaries of mortgagor, having the power of direction, who are  
directing Mortgagor or

(Title held in Individuals name)

Selig Spun and Miriam Spun ("Guarantors") hereinafter  
"Mortgagor" or Guarantor" is/are sole owners of property, who are authorized

to execute and deliver this Mortgage to the Lender as Security for the  
performance of Guarantors' obligations under a certain collateralized  
Guaranty between Guarantor and Lender dated as of May 8, 1989 (the  
"Guaranty"). Among other things, the Guaranty provides for the  
unconditional guaranty of the due and prompt payment of the Note, with  
interest and any and all renewals, extensions and modifications  
thereof.

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3. **PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS.** Mortgagor shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Mortgagor shall comply with the provisions of the lease, and if Mortgagor acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

4. **HAZARDOUS WASTE, INDEMNITY.** Mortgagor has not, and to the best of Mortgagor's knowledge, no prior owner of the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant or prior occupant has not, used Hazardous Materials (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act as amended and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule or regulation) on, from or affecting the Property in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, nor has Mortgagor received any notice of any violation relating to the foregoing.

Mortgagor shall keep or cause the Property to be kept free of Hazardous Materials, and, without limiting the foregoing, shall not cause or permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of the Mortgagor or any tenant, subtenant or occupant, a release of Hazardous Materials onto the Property or onto any other Property.

Mortgagor shall defend, indemnify and hold harmless the Bank, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the Property or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (ii) any personal injury (including wrongful death) or Property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Bank, which are based upon or in any way related to such Hazardous Materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

5. **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY; MORTGAGE INSURANCE.** If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

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UNIFORM COVENANTS. Mortgagor and Lender covenant and agree as follows:

1. CHARGES; LIENS. Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, by Mortgagor paying them on time directly to the person owed payment. Mortgagor shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Mortgagor makes these payments directly, Mortgagor shall promptly furnish to Lender receipts evidencing the payments.

Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

2. HAZARD INSURANCE. Mortgagor 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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay obligations of Guarantor secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 17 the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the obligations of Guarantor secured by this Security Instrument immediately prior to the acquisition.

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terms of this Security Instrument or the Guaranty without that Mortgagor's consent.

10. **LOAN CHARGES.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

11. **LEGISLATION AFFECTING LENDER'S RIGHTS.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Guarantor or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all obligations of Guarantor secured by this Security Instrument and may invoke any remedies permitted by paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 15.

12. **NOTICES.** Any notice to Mortgagor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Mortgagor designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Mortgagor. Any notice provided for in the Security Instrument shall be deemed to have been given to Mortgagor or Lender when given as provided in this paragraph.

13. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Guaranty conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Guaranty which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Guaranty are declared to be severable.

14. **MORTGAGOR'S COPY.** Mortgagor shall be given one conformed copy of the Guaranty and of this Security Instrument.

15. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all obligations of Guarantor secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all obligations of Guarantor secured by this Security Instrument. If Mortgagor fails to pay these obligations of Guarantor prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

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Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Mortgagor secured by this Security Instrument. Unless Mortgagor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Mortgagor requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Mortgagor shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Mortgagor's and Lender's written agreement or applicable law.

6. **INSPECTION.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the obligations of Guarantor secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Lender otherwise agree in writing, the obligations of Guarantor secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the obligations of Guarantor secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Lender to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the obligations of Guarantor secured by this Security Instrument, whether or not then due.

8. **MORTGAGOR NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** Extension of the time for payment or modification of amortization of the obligations of Guarantor secured by this Security Instrument granted by Lender to any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortgagor's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the obligations of Guarantor secured by this Security Instrument by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Mortgagor, subject to the provisions of paragraph 15. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Security Instrument but does not execute the Guaranty: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Security Instrument; (b) is personally obligated to pay the obligations of Guarantor of this Security Instrument; and (c) agrees that Lender and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the

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

(INDIVIDUALS SIGN HERE)

\_\_\_\_\_ Selig Spun  
 \_\_\_\_\_ Miriam Spun

STATE OF ILLINOIS, LAKE County ss:

I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that

Selig Spun & Miriam Spun personally known to me to be the same persons whose names subscribed the foregoing

instrument, appeared before me this day in person and acknowledged that

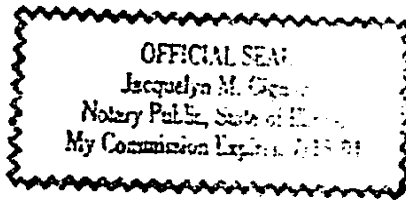
Selig Spun & Miriam Spun signed and

delivered the said instrument as a 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 9<sup>th</sup> day of May, A.D., 1989.

Jacquelyn M. Green  
Notary Public

(Notary Seal)



DEPT. OF REVENUE \$18.00  
 T45555 FAX 7085 06/29/88 10:37:00  
 #3143 E 39-296420  
 COOK COUNTY RECORDER



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16. MORTGAGOR'S RIGHT TO REINSTATE. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Mortgagor: (a) pays Lender all sums which then would be due under this Security Instrument and the Guaranty had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Mortgagor's obligation to pay the obligations of Guarantor secured by this Security Instrument shall continue unchanged. Upon reinstatement by Mortgagor, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 11 or 15.

NON-UNIFORM COVENANTS. Mortgagor and Lender further covenant and agree as follows:

17. ACCELERATION; REMEDIES. Lender shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 11 and 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the obligations of Guarantor secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. LENDER IN POSSESSION. Upon acceleration under paragraph 17 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, 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 collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the obligations of Guarantor secured by this Security Instrument.

19. RELEASE. Upon payment of all obligations of Guarantor secured by this Security Instrument, Lender shall release this Security Instrument with charge to Mortgagor. Mortgagor shall pay any recordation cost.

20. WAIVER OF HOMESTEAD. Mortgagor waives all right of homestead exemption in the Property.

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