	ore using or acting under this form. I therefo, including any wementy of m	merchaniability or litness for a partic			
CLITIC PRINCIPUL IDE:	Septem	mber 17, ₁₉ 90	h	90453332	
		in S. Weinberg			
his wife	TOUR AND NODE		11		
	mant Chicago	TI 60659			
(NO AND	mont, Chicago STREET)	(CITY) (ST.	ATE)		
	ortgagors," and				
	mmercial Bank	-			
945 N. Clar	k, Chicago, II	L 60626	ATE)		
erein referred to as "Mo		(6)		Above Space For Recorder's Use C	Only
THAT WHEREAS	the Mortgagors are justly	indebted to the Mortgages	upon the installment note	of even date herewith, in the prin	ncipal sum of
,15,000.00*/), payable to the order	r of and delivered to the Mor	rigagee, in and by which note	the Mortgagors promise to pay the	suid principal
um and interest at the ra	ite and in installments as pro	ovided in said note, with a fi	inal payment of the balance d	we on the 1st day of Octo	per
90 Truffd all of said prir I such appointment, the	icipal and interest are made in at the roller of the Morta:	: payable at such place as the ragee at The Fir	st Commercial	time to time, in writing appoint, a Bank, 6945 N。 Cla	nd in absence
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nd limitations of this monsideration of the sum fortgages, and the Mort	ortgage, and the per/orman of One Dollar in hrad said, taagee's successors and radia	nce of the covenants and ag , the receipt whereof is hereb gas, the following described	reements herein contained, t by acknowledged, do by these Real Estate and all of their est	interest in accordance with the term by the Mortgagors to be performed presents CONVEY AND WARR ate, right, title and interest therein.	a, and and in ANT unto the aituate, lying
•	y of Chicago			AND STATE OF ILLI	
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limited to a c a land trust), signed's right	contract sale, sa or any attempte , title, and int render the enti	ale under incicled sale, transfe terest to the or	les of agreement or er, or further end coperty mortgaged	nce (including, but for deed, or a trans cumbrance of the und hereunder, without y due and payable at	fer to er- said
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IMPRESS Ziva Grunfeld personally known to me to be the same person S whose name S are subscribed to the foregoing instrument, appealed before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as tight of homestead free and voluntary act, for the uses and purposes therein set forth, including the release apply 1741 day of 11/30/ 1991 Given under my hand and official seal, this Commission expires ... Notary Public 6/626 Ziva Grunfeld, 6945 N. Clark, This instrument was prepared by The First Commercial Bank, 6945 Mail this instrument to (NAME AND ADDRESS) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERED TO ON PAGE I (THE REVERSE SIDE OF THIS

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the pramises 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 rection 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 Mortgagors 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 navment of the whole or you part of the laws of the laws of the laws.

Property of Cook County Clerk's Office

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- 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 mortgagee'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 is curred 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 kee, at buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm furter policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the saine or to pay in full the indehtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in the of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall driver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver rejeval policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mongagee 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, complouise 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 threewith, 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 with we inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or the continuous claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mintoned, 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, notwith-standing anything in the note or in this mortgage to the contrary, became 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 or 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 rean 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 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 inoltgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had jursuant 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 payarap', mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the airchest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate are a bankruptcy proceedings, to which the Mortage 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 for any overplus 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 remises 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 purpove.
- 15. The Mortgagors shall periodically deposit with the Mortgagoe such sums as the Mortgagoe 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.

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

JUNIOR

MOTO NOME OF

September 17, 19 90 between Aron Y. Weinberg and Robin S. Weinberg, his wife 3022 W. Rosemont, 60659 Chicago, TI. (STATE) (NO. AND STREET) (CITY) herein referred to as "Mortgagors," and The First Commercial Bank 6945 N. Clark, Cl Chicago, IL 60626

90453332

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth:

(s15,000.00*), payable to the order of and delivered to the Mortgagoe, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate rad in installments as provided in said note, with a final payment of the balance due on the 1st day of October ... Kox 2, 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 rate: of the Mortgagee at The First Commercial Bank, 6945 N. Clark, Chicago, IL 6062t Chicago,

NOW, THEREFORE, the Mortus of the 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 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 succession and single, the following described Real Estate and all of their extate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit: and being in the City of Chicago AND STATE OF ILLINOIS, to wit: _, COUNTY OF __

DESCRIPTION PART MEREOF ATTACHED HERETO AS EXHIBIT "A" SEE LEGAL HEREOF EXHIBIT A S MADE

This Junior Mortgage and the Note which it secures, will not be assumable without the Note Holder's consent. Any sale transfer or further encumbrance (including, but not limited to a contract sale, sale under a ticles 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 indextedness immediately due and payable at the Note Holder's election.

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

Permanent Real Estate Index Number(s): 13-01-103-031-0000 and 13-01-103-036-0000 Address(es) of Real Estate: 3022 W. Rosemont, Chicago,

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto be uny ing, and all rents, insues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a "art"; 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, win sow shades, storm doors and windows, floor coverings, insador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real eviate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagori 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 I lino; which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is:

Aron Y. Weinberg and Robin S. Weinberg

Weinberg

THE HATING OF B LECTURE CARREL IN					
This mortenee consists of tw	n pages. The covenants, conditions	and provisious appearing on (page 2 (the reverse sid	o of this is a league) are incorp	potetod
herein by reference and are a par	n pages. The covenants, conditions at thereof and shall be binding on Mor	tengors, their heirs, specessor	n and antigns.	. ()	
	al of Mortgagors the day and yes	er first ehove written.	// ' ^ '		
William the things The sa	-	-	Track Value	Universe	
			My Cul	SISTATE AND	_(Seal)

Aron Y. PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Robin S. Weinberg

I, the undersigned, a Notary Public in and for said County. Weinberg and Robin S. Weinberg, Cook State of Illinois, County of _ Aron

"OFFICIAL SEAL" ally known to me to be the same person S whose name 5 are IMPRESS Zive Grunfeld .. subscribed to the foregoing instrument. ed before me this day in person, and acknowledged that _t_hey_ signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release appl waiver of the

Given under my hand and official seal,	thi	
Commission expires		

11/30/ 19.21

6/0626

IL

6945 N. Ziva Grunfeld, This instrument was prepared by The First Commercial Bank,

Chicago.

Clark

6945 N.

	: -	(CITY)
OR RECORDE	R'S OFFICE BOX N	0

Chicago,

60626

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EXHIBIT "A"

THE EAST 18 FEET OF THE WEST 48 FEET 4 INCHES OF LOTS 236 AND 237 TOGETHER WITH THE NORTH 9 FEET 8 INCHES OF THE SOUTH 52 FEET 7 INCHES OF THAT PART LYING EAST OF THE WEST 102 FEET 4 INCHES OF LOTS 236 AND 237 TAKEN AS A TRACT IN KRENN AND DATO'S DEVON-KEDZIE ADDITION TO NORTH EDGEWATER, BEING A SUB-DIVISION OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3022 W. Rosemont, Chicago, Illinois 60659 P.A.

A. Rosen.

Cook County Clark's Office

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