

90115644

UNOFFICIAL COPY

9 0 1 1 5 6 4 4

MORTGAGE

14<sup>00</sup>

Handwritten: 7845050

COLE TAYLOR BANK

The MORTGAGOR(S): SHELDON FRIEDMAN AND BARBARA FRIEDMAN  
of the City of NORTHBROOK, County of COOK, and State of ILLINOIS  
MORTGAGE(S) and WARRANT(S) to COLE TAYLOR BANK, a(n) BANKING CORPORATION with its principal place of  
business in CHICAGO, ILLINOIS, the Mortgagee, the following described real estate:

PARCEL 1:

UNIT NUMBER 3-109A IN PHEASANT CREEK CONDOMINIUM NUMBER 6, AS DELINEATED ON A SURVEY TO FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOT "A" IN WHITE PLAINS UNIT 7, BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF 2 ACRES CONVERTED TO F. WALTER, DECEMBER 4, 1849 AS DOCUMENT NUMBER 24234 DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT "A" AFORESAID WITH A LINE 246.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 8, THENCE SOUTH 89 DEGREES 36 MINUTES 55 SECONDS WEST ALONG SAID PARCEL LINE 47.99 FEET, THENCE SOUTH 0 DEGREES 23 MINUTES 05 SECONDS EAST AT RIGHT ANGLES THERETO 17.55 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 6 DEGREES 38 MINUTES 00 SECONDS EAST 268.79 FEET, THENCE SOUTH 83 DEGREES 22 MINUTES 00 SECONDS WEST 82 FEET THENCE NORTH 6 DEGREES 38 MINUTES 00 SECONDS WEST, 268.79 FEET, THENCE NORTH 83 DEGREES 22 MINUTES 00 SECONDS EAST 82 FEET TO THE POINT OF BEGINNING EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26191810 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 26191808.

3030 Pheasant Creek Dr. 04-08-2000-038-100%

1. To pay the indebtedness as hereinbefore provided.
2. To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever; not to remove, demolish, or materially alter any building or other property now or hereafter covered by the lien of this mortgage without the prior written consent of the Mortgagee.
3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other casualties covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgagee. Mortgagors shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagors grant Mortgagee power to settle or compromise all claims under all policies and to demand a receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the moneys secured by this mortgage or be paid over wholly or in part to the Mortgagors for the repair of said buildings or for the erection of new buildings in their place.
4. To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.
5. Mortgagors have good title to the premises and have the right to mortgage the same and shall make, execute, acknowledge or deliver in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectively carrying out the mortgage to the premises described and shall defend said premises from all and any person, firm or corporation deriving any estate, title or interest therein against said Mortgagors and all persons claiming through the Mortgagors.
6. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
7. Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.

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- 8. In the event of default in the performance of any of the Mortgagors' covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at 18.00 % per annum shall immediately be due from Mortgagors to Mortgagee and included as part of the indebtedness secured by this mortgage.
- 9. The whole of the principal sum and interest thereon shall be due at the option of the Mortgagee upon the happening of any one of the following events: (a) if Mortgagors fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagors have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagors have engaged in any action or have failed to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such security including, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the mortgage hereunder, which default is not corrected by Mortgagors within ten (10) days after receipt of notice of said default (ii) the assertion of any liens, mechanics' or otherwise, against the premises (iii) the assignment by Mortgagors for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagors to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagor's interest in real estate which is security for this indebtedness; and the whole sum may forthwith be collected by suit at law, foreclosure of, or other proceedings upon this mortgage or by any other legal or equitable procedure without notice or declaration of such action.
- 10. Upon or at any time after filing a suit to foreclose this mortgage, the court in which such suit is filed may appoint any qualified person, corporation or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond being hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit, and in the case of a suit and deficiency, during the full statutory redemption, if any, as well as during any further times, when the 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 usual in such cases for the protection, possession, control and operation of the premises during the whole of said period; and the receiver out of such rents, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
- 11. In any suit to foreclose the lien of this mortgage there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, appraisers' fees, surveys, title searches and similar data.
- 12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this mortgage.
- 13. The rights and remedies of the Mortgagee are cumulative; may be exercised as often and whenever the occasion thereof arises; the failure of the Mortgagee to exercise such rights or remedies or any of them howsoever often shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.
- 14. The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgagors" shall include all parties executing this mortgage, their respective heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, Mortgagors have set their hands and seals this 21st day of FEB, 19 90

SHELDON FRIEDMAN (SEAL)      BARBARA FRIEDMAN (SEAL)

STATE OF ILLINOIS )  
 COUNTY OF COOK )  
 COOK COUNTY, ILLINOIS  
 FILED FOR RECORD  
 66 MAR 15 AM 10:35      90115644

I, THE UNDERSIGNED, a Notary Public in and for the County and State aforesaid do hereby certify that SHELDON FRIEDMAN and BARBARA FRIEDMAN personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 21st day of FEBRUARY, 19 90  
 This instrument was prepared for Cole Taylor Bank by Din aG. de la Cruz

My Commission Expires: SEAL  
BEATRICE N. TRENIER  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 11/3/93

Beatrice N. Trenier  
 Notary Public  
Mail To:  
Cole Taylor Bank Skokie  
4400 Oakton  
Skokie Ill  
60076      Box 333

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7. Not to assign the whole or any part of the rent, income or profits arising from the premises without the written consent of the Mortgagee.
8. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
9. To pay all taxes, assessments, special assessments, water rates, sewer charges and other charges now or hereafter assessed or hereon or levied against the premises or any part thereof.
10. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other causes covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgagee. Mortgagee shall deliver to Mortgagee with mortgage clause satisfaction to Mortgagee all said insurance policies. Mortgagee shall deliver to Mortgagee or compromise all claims under all policies and to demand a receipt for all monies becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the monies secured by this mortgage or be paid over wholly or in part to the Mortgagee for the repair of said buildings or for the erection of new buildings in their place.
11. To pay all taxes, assessments, special assessments, water rates, sewer charges and other charges now or hereafter assessed or hereon or levied against the premises or any part thereof.
12. To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever, not to remove, demolish, or materially alter any building or other property now or hereafter covered by the lien of this mortgage without the prior written consent of the Mortgagee.
13. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other causes covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgagee. Mortgagee shall deliver to Mortgagee with mortgage clause satisfaction to Mortgagee all said insurance policies. Mortgagee shall deliver to Mortgagee or compromise all claims under all policies and to demand a receipt for all monies becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the monies secured by this mortgage or be paid over wholly or in part to the Mortgagee for the repair of said buildings or for the erection of new buildings in their place.
14. To pay all taxes, assessments, special assessments, water rates, sewer charges and other charges now or hereafter assessed or hereon or levied against the premises or any part thereof.
15. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
16. Not to assign the whole or any part of the rent, income or profits arising from the premises without the written consent of the Mortgagee.

## MORTGAGORS COVENANT AND WARRANT

1. To pay the indebtedness as heretofore provided.

2. To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever, not to remove, demolish, or materially alter any building or other property now or hereafter covered by the lien of this mortgage without the prior written consent of the Mortgagee.

3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other causes covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgagee. Mortgagee shall deliver to Mortgagee with mortgage clause satisfaction to Mortgagee all said insurance policies. Mortgagee shall deliver to Mortgagee or compromise all claims under all policies and to demand a receipt for all monies becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the monies secured by this mortgage or be paid over wholly or in part to the Mortgagee for the repair of said buildings or for the erection of new buildings in their place.

4. To pay all taxes, assessments, special assessments, water rates, sewer charges and other charges now or hereafter assessed or hereon or levied against the premises or any part thereof.

5. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.

6. Not to assign the whole or any part of the rent, income or profits arising from the premises without the written consent of the Mortgagee.

all filed in the County of COOK in the State of ILLINOIS

TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues, and profits and all right, title, and interest of the Mortgagee in and to said real estate.

The Mortgagee hereby waive and waive all rights under and by virtue of the Homestead Exemption Laws of the State of ILLINOIS and of the United States of America.

This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement dated FEB 21, 19 90, between Mortgagee and Mortgagee. A copy of such Agreement may be inspected at the Mortgagee's office. The Mortgage secures not only indebtedness outstanding at the date hereof, if any, but also such future advances as are made pursuant to such Agreement within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof, although there may be no advances made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total amount secured hereby shall not exceed \$ THIRTY THOUSAND AND 00/100 -- (\$30,000.00).

plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

44951106

My Commission Expires 11/3/93  
BEATRICE N. TRENIER  
NOTARY PUBLIC, STATE OF ILLINOIS

THE UNDERSIGNED, a Notary Public in and for the County and State of Illinois do hereby certify that SHELDON FRIEDMAN and BARBARA FRIEDMAN personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 21st day of FEBRUARY, 1990.

STATE OF ILLINOIS  
COUNTY OF COOK  
90115644  
MAR 15 AM 10:35

SHELDON FRIEDMAN (SEAL)  
BARBARA FRIEDMAN (SEAL)  
IN WITNESS WHEREOF, Mortgagors have set their hands and seals this 21st day of FEB, 1990.

14. The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgagors" shall include all parties executing this mortgage, their respective heirs, personal representatives, and assigns.
13. The rights and remedies of the Mortgagor are cumulative and may be exercised as often and whenever the occasion therefor arises; the failure of the Mortgagor to exercise such rights or remedies or any of them however often shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.
12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this mortgage.
11. In any suit to foreclose the lien of this mortgage there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of the Mortgagor, including but without limitation thereof, attorneys' fees, appraisers' fees, surveys, title searches and similar data.
10. Upon or at any time after filing a suit to foreclose this mortgage, the court in which such suit is filed may appoint any qualified person, corporation or banking association (including Mortgagee itself) named by Mortgagor, a receiver of the premises; such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond being hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit, and in the case of a suit and deficiency, during the full statutory redemption, if any, as well as during any further time, when the Mortgagor, 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 usual in such cases for the protection, possession, control and operation of the premises during the whole of said period; and the receiver out of such rents, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decreed.
9. The whole of the principal sum and interest thereon shall be due at the option of the Mortgagor upon the happening of any one of the following events: (a) if Mortgagors fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagors have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagors have engaged in any action or have failed to act in a way which adversely affects the Mortgagor's security or any right of the Mortgagor in such security including, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the mortgage hereunder, which default is not corrected by Mortgagors within ten (10) days after receipt of notice of said default (ii) the assertion of any liens, mechanics' or otherwise, against the premises (iii) the assignment by Mortgagors for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagors to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagor's interest in real estate which is security for this indebtedness; and the whole sum may forthwith be collected by suit at law, foreclosure or other proceedings upon this mortgage or by any other legal or equitable procedure without notice or declaration of such action.
8. In the event of default in the performance of any of the Mortgagors' covenants or agreements herein, the Mortgagor, at the Mortgagor's option, may perform the same, and the cost thereof with interest at 18.00 % per annum shall immediately be due from Mortgagors to Mortgagee and included as part of the indebtedness secured by this mortgage.

3030 Pleasant Creek Dr. 04-08-200-038-1009

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