

UNOFFICIAL COPY



1767 8 190177819  
Box 370

MORTGAGE

THIS MORTGAGE, made as of November 30, 1989, by STUART H. WOLF and RONA M. WOLF, husband and wife (hereinafter referred to as "Mortgagor"), in favor of A. ALVIN WOLF and SHIRLEY WOLF, (hereinafter referred to as "Mortgagee"),

W I T N E S S E T H:

THAT, WHEREAS, Mortgagor has concurrently executed a Note bearing even date herewith, in the principal sum of ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000.00), made payable to the order of Mortgagee, with interest from date to maturity, payable monthly commencing January 1, 1990 on the principal thereof remaining from time to time unpaid, pursuant to the terms and conditions as are more fully set out in said Note (the "Note").

All such payments on account of indebtedness evidenced by said Note to be applied first to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment unless paid when due shall bear interest at the rate equal to the Applicable Federal Rate plus one percent (1%) from time to time in effect (hereinafter called "Penalty Rate"), and all said principal and interest being made payable at such place as the holders of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the residence of Mortgagee.

THAT, to secure the payment of the indebtedness evidenced by the Note, Mortgagor, at the direction of its beneficiary does by these presents GRANT, BARGAIN, SELL, CONVEY and MORTGAGE unto Mortgagee, its successors and assigns, the real estate situated, lying and being in the County of Cook and State of Illinois, legally described on Exhibit A attached hereto and made part hereof.

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter, therein or thereon used thereon. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by Mortgagor or the beneficiary, or their successors or assigns, shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the Premises unto the said Mortgagor, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

Permanent Real Estate  
Index Number: 03-06-201-011

Common Address: 715 W. Whiting Lane  
Arlington Hts, IL 60004

Document Preparer  
Stuart H. Wolf  
Stuart H. Wolf, Ltd.  
1655 N. Arlington Heights Rd.  
Arlington Heights, IL 60004  
394-1713

10743  
REALTOR SERVICES #

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THE STATE OF ILLINOIS, County of Cook, ss. I, the undersigned, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Clerk of Cook County

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

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

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Notary Public

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Notary Public

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Notary Public

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Notary Public

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IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor and/or Beneficiary, if applicable, shall:

(a) 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;

(b) Pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the 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 Mortgagee;

(c) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; and

(d) Make no material alterations in said Premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before penalty attaches all general taxes and shall pay special taxes, special assessments, and other charges against the Premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protests in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor 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, compromise, 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 monies paid for any of the purposes herein authorized and all expenses paid or accrued in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the mortgaged Premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the Penalty Rate. An action of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagor.

4. Mortgagee is hereby secured in making any payment hereby authorized relating to taxes or assessments, and may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or unto the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

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STATE OF ILLINOIS

County of Cook

IN SENATE,  
January 10, 1911.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE,  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE,  
MAY 15, 1908.

ALBION S. HARRIS, COMMISSIONER.

CHICAGO: PUBLISHED BY THE STATE OF ILLINOIS,  
1911.

THE STATE OF ILLINOIS,  
BY THE COMMISSIONER OF THE LAND OFFICE,  
ALBION S. HARRIS,  
CHICAGO.

ALBION S. HARRIS,  
COMMISSIONER OF THE LAND OFFICE,  
CHICAGO.

ALBION S. HARRIS,  
COMMISSIONER OF THE LAND OFFICE,  
CHICAGO.

ALBION S. HARRIS,  
COMMISSIONER OF THE LAND OFFICE,  
CHICAGO.

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5. Mortgagor and Beneficiary, if any, shall pay each item of indebtedness secured hereby, both principal and interest, when due according to the terms thereof. At the option of the Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage to the contrary, becomes due and payable:

(a) Immediately in the case of default in making payment of principal or interest on the indebtedness secured hereby, either on its stated date of maturity or upon acceleration as therein provided; or

(b) When default shall occur and continue for thirty (30) days following written notice in the performance of any other agreement of Mortgagor and Beneficiary, if any, herein contained; or

6. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the 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 or judgment for sale, all expenditures and expenses which may be paid or incurred by or on 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 items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, and similar data and assurance with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be pursuant 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 paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Penalty Rate when paid or incurred by Mortgagee, in connection with:

(a) Any proceeding, including probate and bankruptcy proceedings, to which it 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) Preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

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7. 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 with interest thereon as herein provided; Third, all principal and interest remaining unpaid on the indebtedness secured hereby; and Fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

8. Upon, or at any time after the filing of a bill or complaint to foreclose this Mortgage, the Court in which such bill or 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 Mortgagor at the time of application for such receiver, and the Mortgagee hereunder 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 a redemption or not, as well as during any further time when 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 are usual in such case 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:

(a) The indebtedness secured hereby, or by any decree or judgment 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 or judgment provided such application is made prior to foreclosure sale;

(b) The deficiency in case of a sale and deficiency.

9. 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, and all indebtedness shall be payable without any relief whatever from valuation or appraisal laws.

10. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

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11. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OF JUDGMENT CREDITORS OF THE MORTGAGOR ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE HEREOF.

12. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

13. That upon any sale by virtue of any judicial proceedings or otherwise for the enforcement of this Mortgage, the mortgaged property may be sold in one parcel as an entirety, and the Mortgagor, to the full extent that it may lawfully do so, for itself and for all who may claim through or under them hereby expressly waives and releases all right to have the mortgaged property or any part thereof marshalled upon any foreclosure sale, or other enforcement hereof, and any court at the time foreclosure of this Mortgage is sought shall have the right and is hereby authorized and directed to sell the entire mortgaged property as a whole in a single parcel.

14. That any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagor; that neither the Mortgagor nor any other person now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the mortgaged property and the Mortgagee extending the time of payment or modifying the terms of the Note or Mortgage without first having obtained the consent of the Mortgagor or such other person in the latter event, the Mortgagor and all such other persons shall continue liable to make such payments according to the terms of any such agreement or extension or modification unless expressly released and discharged in writing by the Mortgagee; that the Mortgagee may release, regardless of consideration, this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien; and that the Mortgagee may resort for the payment of the indebtedness secured hereby to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

15. That the rights of the Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that no act of the Mortgagee shall be construed as an election to proceed under any one provision thereof to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

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16. That wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean and include "the undersigned and/or any subsequent owner or owners of the premises," and the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage," the word "person" shall mean "an individual, corporation, partnership or unincorporated association," and the word "premises" shall include the real estate hereinbefore described, together with all equipment, condemnation awards and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof and pronouns of any gender shall include the other gender, and either the singular or plural shall include the other.

17. That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

18. That the Mortgagor warrants that the Mortgagor has title to the mortgaged property and has a right to mortgage the same and that the Mortgagor shall and will make, execute, acknowledge and deliver in due form of law, all such further or other deeds or assurances as may at any time hereafter be reasonably desired or required for more fully and effectually conveying the mortgaged property unto all and every person or persons, corporation or corporations, deriving any estate, right, title or interest therein under this Mortgage, against the said Mortgagor and all persons claiming through the Mortgagor.

19. This Mortgage may not be assigned, subordinated or otherwise transferred without Mortgagor having first having obtained the written consent of Mortgagee.

IN WITNESS WHEREOF, this Mortgage has been duly executed the day and year first above written.

  
STUART H. WOLF

  
RONA M. WOLF

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

In testimony whereof, I have hereunto set my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

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STATE OF ILLINOIS

COUNTY OF C O O K

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that STUART H. WOLF and RONA M. WOLF, his wife, personally known to me to be the same persons whose names subscribed to the foregoing document, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said document as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of November, 1989.

Carel Frishman  
Notary Public

My Commission Expires:



Document Prepared By:

Stuart H. Wolf  
Stuart H. Wolf, Ltd.  
1655 North Arlington Heights Road  
Suite 201 West  
Arlington Heights, Illinois 60004

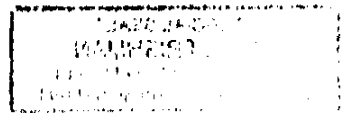
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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Cook County

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COOK COUNTY CLERK'S OFFICE

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## EXHIBIT A

Lot 233 in Terramere of Arlington Heights Unit 6, being a subdivision of the North 1/2 of fractional Section 6, Township 42 North, Range 11 East of the Third Principal Meridian, as recorded on November 7, 1980 as Document 25-657-004, in Cook County, Illinois.

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. DEPT-01 RECORDING 119.00  
. T49999 TRAN 2584 04/19/90 10:25:00  
. 66341 G \*-90-177819  
COOK COUNTY RECORDER

90177819

90177819

19.00

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1998.

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