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90358370

THIS INDENTURE, made July 23 19 90, between
SHERWIN SORKIN

3315 Lake Knoll Drive, Northbrook, Illinois
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagee," and PAUL SORKIN

(NO. AND STREET) (CITY) (STATE)

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth:
THAT WHEREAS the Mortgagee is justly indebted to the Mortgagee upon the loan agreement of even date herewith, in the principal sum of Twelve Thousand One Hundred Dollars and No/100 (\$12,100.00) DOLLARS, payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagee promises to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on or before 08/25/90, 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 office of the Mortgagee at

NOW, THEREFORE, the Mortgagee does agree 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 performance of the covenants and agreements herein contained, by the Mortgagee 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 CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the Village of Northbrook, COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

See Exhibit "A" - Legal Description attached.

90358370

DEPT-01 RECORDING 914.25
103323 TRAN 2908 07/25/90 14:29:00
69794 90-90-358370
COOK COUNTY RECORDER

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

Permanent Real Estate Index Number(s): 04-17-300-122
Address(es) of Real Estate: 3315 Lake Knoll Drive, Northbrook, Illinois 60062

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 Mortgagee 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 to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves and water heaters. 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 Mortgagee 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 Illinois, and said rights and benefits the Mortgagee do hereby expressly release and waive.

The name of a record owner is:
This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagee, their heirs, successors and assigns.

Witness the hand and seal of Mortgagee as first above written.
SHERWIN SORKIN (Seal)

State of Illinois, County of Cook, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that SHERWIN SORKIN

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, sealed and delivered the said instrument as his 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 official seal, this 27th day of July 19 90.
Commission expires September 7, 1993
Harvey L. Harris, 1 N. LaSalle St., Ste. 2000, Chicago, IL 60602

This instrument was prepared by Harvey L. Harris, One N. LaSalle Street, Suite 2000 (NAME AND ADDRESS)

OFFICIAL SEAL Chicago, Illinois 60602
KATHRYN M. SPRELL (Seal)
Notary Public
My Commission Expires 9/7/93

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THE COVENANTS, CONDITIONS AND PROVISIONS OF THIS MORTGAGE

1. Mortgagors shall (1) promptly repair, restore or replace any part of the premises which may become damaged or be destroyed; (2) keep and maintain the premises free from all other liens or claims for lien not expressly subordinate to the lien hereof; (3) keep a lien or charge on the premises superior to the lien hereof; (4) complete within a reasonable time any improvements on the premises; (5) comply with all requirements of law; and (6) make no material alterations in said premises except as herein provided.
2. Mortgagors shall pay before any penalty a sewer service charges, and other charges against the premises, and shall obtain receipts therefor. To prevent default hereunder Mortgagors shall pay such charges before any assessment which Mortgagors may desire to contest.
3. In the event of the enactment after this date of any law which increases the amount of the lien thereon, or imposing upon the Mortgagors the payment of any additional amount required to be paid by Mortgagors, or changing in any manner the Mortgagors' interest in the property, or the manner in which the holder thereof, then and in any such event, the Mortgagors shall reimburse the Mortgagee therefor; provided, however, that the Mortgagors shall not be required to reimburse the Mortgagee to make such payment or (b) the amount of such payment, in any such event, shall not exceed the amount of the indebtedness secured hereby to be and become due and payable.
4. If, by the laws of the United States of America, or any State thereof, in respect of the issuance of the note hereby secured, any law, the Mortgagee further covenant to hold harmless against any liability incurred by reason of the imposition of such law, the Mortgagee shall not be held liable therefor.
5. At such time as the Mortgagors are not in default under this mortgage, the Mortgagors shall have such privilege and rights as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements on the premises insured by fire, lightning and wind-storm under policies providing for the replacement or repairing the same or to pay in full the cost of such replacement or repairing, under insurance policies payable, in case of loss or damage, to the Mortgagors, and shall deliver all policies and receipts therefor to the Mortgagee. In case any policy shall be attached to each policy, and shall deliver all policies when they shall expire, shall deliver renewal policies when they shall expire.
7. In case of default therein, Mortgagee may, but is not bound to, in any form and manner deemed expedient, and may, without notice, sell or lease the premises, or any part thereof, or any tax sale or forfeiture affecting said premises or any part thereof, and all expenses paid or incurred in connection with the sale or lease of the premises shall be paid by the Mortgagors. The Mortgagee shall protect the mortgaged premises and the lien hereof, shall not be considered as a waiver of any right accruing thereunder.
8. The Mortgagee making any payment hereby secured shall not be deemed to assume the responsibility for the validity of any law, assessment, sale, forfeiture, tax lien or other proceeding.
9. Mortgagors shall pay each item of indebtedness secured hereby. At the option of the Mortgagee and without releasing the Mortgagors from their obligation under this mortgage to the payment of any installment of principal or interest on the note, the Mortgagee may, at its option, make any payment of any other agreement of the Mortgagors in respect of the note.
10. When the indebtedness hereby secured shall become due and payable, the Mortgagee may, at its option, to foreclose the lien hereof, in any suit to foreclose the lien hereof, all expenses, costs and expenses which may be incurred by the Mortgagee in connection with the foreclosure, including, but not limited to, the costs of advertising, outlays for documentary and expert evidence, and other items to be expended after entry of the decree) of proceedings for foreclosure, and similar data, and shall have the right either to prosecute such suit or to evidence to bid at the sale, or to the value of the premises. All expenditures and expenses incurred in connection with the foreclosure of the indebtedness secured hereby and immediately due and payable by the Mortgagors, shall be paid by the Mortgagors. The Mortgagee shall be a party, either as plaintiff, claimant or defendant, in any suit, or in any proceedings for the commencement of any suit for the foreclosure of the lien hereof, or for the defense of any suit for the foreclosure of the lien hereof.
11. The proceeds of any foreclosure sale of the premises shall be applied first to the payment of the principal account of all costs and expenses incurred in the foreclosure of the lien hereof; second, all other items which under the note, with interest thereon as herein provided; third, all other items which are due and payable by the Mortgagors, their heirs, legal representatives or assigns, as the case may be.
12. Upon or at any time after the filing of a court order appointing a receiver of said premises, such appointment may be made in connection with the bankruptcy or insolvency of Mortgagors at the time of application for the same shall be then occupied as a homestead or not, power to collect the rent, income and profits of said premises, during the full statutory period of redemption of the Mortgagors, except for the intervention of such receiver which may be necessary or are usual in such cases for doing the whole or in part of: (1) The indebtedness secured hereby and other lien which may be or become superior to the lien hereof; (2) the deficiency in case of a sale and deficiency.
13. No action for the enforcement of the lien or of the note shall be maintained until the full amount of the note and available to the party interposing same in an action therefor.
14. The Mortgagee shall have the right to inspect the premises for the purpose of this mortgage.
15. The Mortgagors shall periodically deposit with the Mortgagee the amount of taxes and assessments on the premises. No such deposit shall be required if the payment of such taxes and assessments is made by the Mortgagors at the time of the same.
16. If the payment of said indebtedness or any part thereof is made by the Mortgagors at any time hereafter, whether or not the note is released, and their liability and the lien and all provisions hereof, being expressly reserved by the Mortgagee, notwithstanding the payment of any such amount.
17. Mortgagee shall release this mortgage and lien secured hereby and payment of a reasonable fee to the Mortgagors.
18. This mortgage and all provisions hereof, shall be deemed to have been made by the Mortgagors, and the word "Mortgagors" when used in the instrument or any part thereof, whether or not such word is used hereof shall include the successors and assigns of the Mortgagors.

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EXHIBIT A

Legal Description

LOT 119 IN SUMMERHILL, UNIT NUMBER 1, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 21086041.

Permanent Tax No. 04-17-300-122

Address: 3215 Lake Knoll Drive, Northbrook, Illinois 60062

Property of Cook County Clerk's Office

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