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THIS INDENTURE, made July 23, 1990, between

SHERWIN SORKIN

3315 Lake Knoll Drive, Northbrook, Illinois
(NO. AND STREET)

Debtors referred to as "Mortgagors," and FRANCIS JAMES HANSEN
(NAME) STATE

(NO. AND STREET)

(CITY)

(STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the loan agreement of even date herewith, in the principal sum of Seven Thousand Dollars and No/100 (\$7,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal

sum and interest at the rate and in the manner as provided in said note with a full payment of the balance due thereon, on or before July 23, 1991, 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 Mortgagors agree to 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 Mortgagors 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, situate, lying and being in the Village of Northbrook, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See Exhibit "A" - Legal Description attached.

90358371

• DEPT-01 RECORDED \$14.25
• T43343 TRAN 2908 07/25/90 14:29:00
• 09795 90-358371
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 Mortgagors may be entitled thereto (which are physical property and on a parity with said real estate, and not secondary) and all apparatus, equipment or articles now or hereafter thereon 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, indoor 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 Mortgagors 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, who said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is:

This mortgage consists of one page. 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 Mortgagors, their heirs, successors and assigns.

Witness the hand, and seal of Mortgagors the 23rd day of July, 1990 first above written.

(Seal)

Sherwin Sorkin

State of Illinois, County of Cook

I, 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.

Gave under my hand and official seal, this 23rd day of July, 1990.
Commission expires September 7, 1993.

Notary Public
Harvey L. Harris, 1 N. LaSalle St., Ste. 2000, Chicago, IL 60602

This instrument was prepared by: Harvey L. Harris, 1 N. LaSalle Street, Suite 2000

Name and Address: Harvey L. Harris, 1 N. LaSalle Street, Suite 2000

Name and Address: Harvey L. Harris, 1 N. LaSalle Street, Suite 2000

City: Chicago State: Illinois Zip Code: 60602

Notary Public, State of Illinois Reg. No. 577792

Office of Recorder of Deeds, County of Cook

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THE MORTGAGE)

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from encumbrances, other liens or claims for fees not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be created by a lien or charge on the premises superior to the fee herein, and upon receipt of sufficient evidence of the discharge of such lien to the Mortgagor; (4) complete within a reasonable time any building or buildings now or at any time in process of construction on the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, and make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagor shall pay before any penalty attaches all general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagor receipts therefor. To prevent defaults hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any assessment which Mortgagor may desire to contest.
3. In the event of the enforcement after this date of any law of Illinois detracting from the value of land for the purpose of taxation, or lien thereon, or imposing upon the Mortgagor the payment of the whole or any part of the taxes or assessments or charges so imposed, required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of realty or debts incurred by the mortgagor's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured thereby, the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagor, shall pay such taxes or assessments or reimburse the Mortgagor therefor; provided, however, that if in the opinion of counsel for the Mortgagor, it would be imprudent to require Mortgagor to make such payment, or (b) the making of such payment might result in the bankruptcy of Mortgagor, the maximum amount permitted by law, then and in such event, the Mortgagor may claim, by notice in writing given to the Mortgagor, to have 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 Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agree to indemnify the Mortgagor, and the Mortgagor's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagor are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said note (in addition to the regular payments) as may be provided in said note.
6. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorms under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, or in computing deductible, to the insurance, under insurance policies payable, in case of loss or damage, to Mortgagor, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagor, and in case of loss or damage about to expire, shall deliver renewal policies not less than ten days prior to the respective date of expiration.
7. In case of default therein, Mortgagor may, but need not, make any payment or perform any act hereinafter named of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on said premises, or any part thereof, if any, and purchase, discharge, compromise or settle any tax or other prior lien or title or claim thereto, or any other claim or any tax sale or forfeiture affecting said premises, or cancel any tax or assessment. All amounts paid for any of the purposes hereinabove authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other amounts advanced by the Mortgagor to protect the mortgaged premises and the fee herein, shall be so much additional indebtedness secured hereby, and shall become due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Interest of such amount shall never be considered as a waiver of any right accruing to the Mortgagor on account of any default hereunder on the part of the Mortgagor.
8. The Mortgagor making any payment hereby mentioned relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, bill, forfeiture, tax lien or other claim thereof.
9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagor and without notice to the Mortgagor, all unpaid indebtedness secured by this mortgage shall stand notwithstanding anything in the note or in this mortgage to the contrary, for one day and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in non-performance of any other agreement of the Mortgagor herein contained.
10. When the indebtedness secured shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien hereof. In any suit to foreclose the lien herein, there shall be allowed and included as additional indebtedness to the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for attorney's fees, court costs, witness fees, expenses for documentary and expert evidence, telegraphers' charges, messenger costs, and costs which may be caused by the items to be expended after entry of the decree of procuring all such abstracts of title, title searcher, and cancellation of insurance policies, Torrent certificates, and similar data, and assurances with respect to title as Mortgagor may deem to be necessary, either to prosecute such suit or to evidence to bidders at any sale which may be held pursuant to such decree the true ownership of the property to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become as much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, paid or incurred by Mortgagor in connection with (a) any proceeding, including probate, administration, or any proceedings, in respect of which Mortgagor shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness created thereby, or (b) preparations for the commencement of any suit for the foreclosure hereof after removal of such right to foreclose whether or not proceedings commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding, which might affect the possession or the security hereof.
11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priorities: First, an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned to the preceding subparagraph hereof; second, all other items which under the terms hereof constitute secured indebtedness hereunder to that extent; to the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any amounts to Mortgagor, 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 suit, without notice, and to someone for the benefit or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a home or not, and the Mortgagor may be appointed as such receiver. Such receiver shall have a 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 deficiency, during the full statutory period of redemption, whether there be 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 cases for the protection, preservation, 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 foreclosing this mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien herein, or of such decree, provided such application is made prior to foreclosure sale; (b) 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 instituting same in an action at law upon the note hereby secured.
14. The Mortgagor shall have the right to inspect the premises at all reasonable hours and access thereto shall be granted for that purpose.
15. The Mortgagor shall periodically deposit with the Mortgagor such sums as the Mortgagor 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 therefore, or in respect to said premises, shall be held to answer to such extension, variation or release, and their liability and the lien and all provisions herein shall continue to full force, the right of recourse against all such persons being expressly reserved by the Mortgagor, notwithstanding such extension, variation or release.
17. Mortgagor shall release this mortgage and lien therefrom by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagor for the early release of such release.
18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons taking, holding or dealing with the indebtedness or any part thereof, whether or not such persons shall have executed the note of this mortgage. The word "successors" when used herein shall include the successors and assigns of the Mortgagor named herein and the holder of interest taken by him in the note secured hereby.

90359371

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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
90353074

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