

SECOND MORTGAGE  
JUDICIAL CONVEYANCE

THIS INDENTURE WITNESSETH, That Honorable Moshe Jacobius, a judge of the Circuit Court of Cook County, Illinois, pursuant to and under the authority conferred to him under the laws of the state of Illinois and pursuant to judgment entered by the Circuit Court of Cook County, Illinois on December 12, 1991, in case No. 89 D 9752 entitled Debra Ericson v. Barry Ericson, herein referred to as "Mortgagors," for and in consideration of the sum of Eleven Thousand (\$11,000) Dollars due and owing pursuant to a lump sum installment payoff of marital property, CONVEYS AND WARRANTS TO Debra Ericson, of 15W728 W. 59th. St., Apt. 12, Hinsdale, Illinois, and to its Successors hereafter referred to as "Mortgagee", witnesseth:

THAT WHEREAS the mortgagors are justly indebted to the Mortgagee upon the installment judgment on August 28, 1991, in the principal sum of Eleven Thousand (\$11,000) Dollars, payable to the order of and delivered to the Mortgagee, in and by which judgement the Mortgagors promise to pay the said principal sum in installments as provided in said judgement, with a final payment of the balance due on August 28, 1995, and all of said principal is made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absences of such appointment, then at the office of the Mortgagee at 15W728 W. 59th St., Hinsdale, Illinois.

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NOW, THEREFORE, the Mortgagors to secure the payment of said principal sum of money and said interest in accordance with the terms, provision 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 City of Chicago, County of Cook and State of Illinois, to wit:

Lots 28, 29, 30 and 31 in Block 2 in Marr's Subdivision of the South half of the West half of the East half of the West half of the Southeast quarter of Section 4, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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

Commonly known as: 9339 S. 51st St., Oak Lawn, Illinois

Permanent Real Estate Index Number(s): 24-04-413-015, 016, 017

Together with all improvement, tenements, easements, fixtures and

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appurtenances thereto belonging, and all rents, issues and profits thereof for so long and doing all such times as Mortgagors 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 herein 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, windows, shades, storm doors and windows, floor 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, which said rights and benefits the mortgagors do hereby expressly release and waive.

This mortgage consists of FOUR (4) pages. The covenants, conditions and provisions appearing on pages 2 through 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

#### THE COVENANTS, CONDITIONS AND PROVISIONS OF THIS MORTGAGE:

1. Mortgagors shall (1) promptly repair 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 any mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (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 erection 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 parties when due, and shall upon written request, furnish to the Mortgagee duplicate receipts thereof. 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. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, 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 mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee 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, 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 incurred in connection therewith, including attorney's fees and other monies 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.

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5. 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 without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagors shall pay each item of indebtedness herein mentioned, 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, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in 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 performance of any other agreement of the Mortgagors herein contained.
7. When the indebtedness hereby secured shall become due whether by 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 or on behalf of Mortgagee for attorneys' fees at \$125 an hour, 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 examinations, title insurance policies, Torrens certificates, and similar data and assurances 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 had pursuant to such decree the true condition of the title to or value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediate due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee 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 or such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account for 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 the that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights might appear.
9. 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 premises 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 sale and a deficiency, during the full statutory the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except of 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 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 thereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
10. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
11. 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.
12. Mortgagee shall release its 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.
13. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagor, 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.

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14. Mortgagor warrants that the proceeds of the note shall be used solely for business purposes of repairing and paying debts of apartment buildings owned by Mortgagor in his business as a real estate developer.

15. Mortgagor hereby grants an assignment of rents to Mortgagee which Mortgagee may exercise, without notice, if Mortgagor is more than five days late with any payments called forth in the note.

16. The Mortgagee shall have the power and authority to enter upon and take possession of the mortgage premises and to demand, collect and receive from the tenants, lessees, or other occupants now or at any time hereafter in possession of the mortgaged premises or from any part thereof, rents now due or to become due, to endorse the name of the Mortgagor or any subsequent owner of the premises on any checks, notes, or other instruments for the payment of money, to deposit the same in bank accounts, to give any and all acquittance or any other instrument in relation thereto in the name of the Mortgagee, to institute, prosecute, settle, or compromise any other proceedings for the protection of the mortgaged premises for the abatement of any nuisance therein, also the power to defend any legal proceedings brought against the Mortgagor or against the owners arising out of the operation of the mortgaged premises.

17. The Mortgagee, upon default, shall have the power to lease or rent the mortgaged premises, or any part thereof, to employ an agent to rent and manage the premise, whose compensation shall be fixed at 5% of the gross rents collected, to make any changes or improvements thereon or thereon deemed necessary by him or expedient for leasing or renting of the premises, to keep and maintain the premises in a tenable and rentable condition as well as in a good state of repair, and to purchase all equipment and supplies necessary or desirable in the operation and maintenance of the premises and to pay for all gas, electricity, power, painting, repairs, wages of employees.

18. If beneficial, equal or equitable ownership of the premises are sold, conveyed or changed, all proceeds due pursuant to the judgment are immediately due and payable at the time of the sale, conveyance or change.

Witness the hand and seal of Mortgagor the day and year first above written.

Dated: December 17, 1991

  
Honorable Moshe Jacobius

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Honorable Moshe Jacobius is 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, and stated he was single and never married.

Given under my hand and official seal, this 17 day of December, 1991.

  
Cynthia L. Kaplan  
Notary Public

"OFFICIAL SEAL"  
CYNTHIA L. KAPLAN  
NOTARY PUBLIC, STATE OF ILL.  
MY COMMISSION EXPIRES 9/9/95

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CLERK'S OFFICE  
R DEPT-01 RECORDING \$27.50  
T42222 TRAN 5754 01/15/92 12:06:00  
\$3874 13 10-92-028885  
COOK COUNTY RECORDER

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Mail to

Robert Lewenthal  
630 Dendee #120  
Northbrook 1160062

County Clerk's Office