

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 26, 1992, between Arkady Slusky and Zhanna Slusky

(herein referred to as "Mortgagors," ) and FIRST COLONIAL BANK NORTHWEST a banking corporation organized under the laws of the State of Illinois, doing business in Wheeling, Illinois, (herein referred to as "Mortgagee," )

WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Two Hundred Two Thousand Three Hundred Forty-Five and No/100ths----- dollars (\$ 202,345.00----- ) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of nine and one-quarter per cent (9.25%) per annum prior to maturity, at the office of Mortgagee in Wheeling, Illinois, in SIXTY successive monthly installments commencing May 1, 1992, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 1,732.85----- each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 12.25% per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note"),

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgagee during the term of this mortgage, however created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, (fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee by Mortgagors or any of them of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagors or any of them to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warranty to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

SEE ATTACHED EXHIBIT 'A'

92267137

DEPT-01 RECORDING 92267137 \$25.00
T02222 TRAN 2391 04/21/92 18:1100
63170 # -92-267137
COOK COUNTY RECORDER

92-331960
PREFERRED LAND TITLE

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

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 placed 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 on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever for the purposes 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 two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

Signed and sealed by the Mortgagors the date first above written.

Arkady Slusky (SEAL) Zhanna Slusky (SEAL)

STATE OF ILLINOIS )
COUNTY OF Cook ) SS in the State aforesaid, DO HEREBY CERTIFY THAT ARKADY SLUSKY AND ZHANNA SLUSKY who are personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 26 day of March, A.D. 1992

Notary Public

NAME First Colonial Bank Northwest
STREET 800 S. Wheeling Road
CITY Wheeling, IL 60090
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
438 Pleasant Run Drive
Wheeling, IL 60090

BOX 395 2500

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

1. Mortgages contemplated here to pay said indebtedness and the interest thereon as herein and in said Note or other evidence thereof provided, or according to any agreement or condition of the Note, shall be subject to the following conditions: (1) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the premises (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items returned against said premises shall be conclusively deemed valid for the purpose of this requirement; (2) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide liability insurance and fire insurance on the premises as the Mortgagee may require, which said insurance shall be in full force and effect at all times during the full term of the mortgage, and contain the usual clause satisfactory to the Mortgagee obligating the mortgagor and in case of foreclosure sale payable to the owner of the certificate of sale; owner of any deficiency, any receiver or administrator, or any trustee in a deed, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in his discretion, all claims thereunder and to execute and deliver on behalf of the mortgagor all necessary proofs of loss, receipts, vouchers, releases and assignments required to be signed by the insurance companies; and the mortgagor covenants and agrees to execute and deliver to the Mortgagee all policies of insurance on the premises or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full (4) Immediately after destruction or damage to or on the premises and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage (5) To keep said premises in good condition and repair, without waste, and free from any mechanics' or other lien of claim of lien not expressly subordinated in writing to the lien hereof (6) Not to make, alter or permit any unlawful use of or any nuisance to exist on said premises nor to diminish or to make any change in the use of the premises or to use the premises for any purpose other than that for which it is now used, (7) No alterations, improvements, apparatus, appendages, fixtures or equipment now or hereafter upon said premises, (8) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixture or equipment to be placed in or upon any buildings or improvements on said premises (9) To pay the premiums on Mortgagee's title insurance covering this mortgage when required by Mortgagee pursuant to its written commitment and (10) To pay when due any indebtedness which may be secured by a lien or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of each such lien to Mortgagee.

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagee agrees to pay to the holder of the Note, when required, the amount of any taxes, special taxes, special assessments, water charges, and sewer service charges against the premises (including those heretofore due) and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items returned against said premises shall be conclusively deemed valid for the purpose of this requirement; (2) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide liability insurance and fire insurance on the premises as the Mortgagee may require, which said insurance shall be in full force and effect at all times during the full term of the mortgage, and contain the usual clause satisfactory to the Mortgagee obligating the mortgagor and in case of foreclosure sale payable to the owner of the certificate of sale; owner of any deficiency, any receiver or administrator, or any trustee in a deed, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in his discretion, all claims thereunder and to execute and deliver on behalf of the mortgagor all necessary proofs of loss, receipts, vouchers, releases and assignments required to be signed by the insurance companies; and the mortgagor covenants and agrees to execute and deliver to the Mortgagee all policies of insurance on the premises or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full (4) Immediately after destruction or damage to or on the premises and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage (5) To keep said premises in good condition and repair, without waste, and free from any mechanics' or other lien of claim of lien not expressly subordinated in writing to the lien hereof (6) Not to make, alter or permit any unlawful use of or any nuisance to exist on said premises nor to diminish or to make any change in the use of the premises or to use the premises for any purpose other than that for which it is now used, (7) No alterations, improvements, apparatus, appendages, fixtures or equipment now or hereafter upon said premises, (8) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixture or equipment to be placed in or upon any buildings or improvements on said premises (9) To pay the premiums on Mortgagee's title insurance covering this mortgage when required by Mortgagee pursuant to its written commitment and (10) To pay when due any indebtedness which may be secured by a lien or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of each such lien to Mortgagee.

3. The privilege is granted to make prepayments on principal of the Note on any interest payment date upon thirty days prior written notice provided, however, that all such prepayments in any calendar year in excess of twenty per cent (20%) of the original principal amount of the Note will be accepted only upon payment of a two per cent (2%) premium during the first three years after the date of the Note, one per cent (1%) during the next two years, and at no premium thereafter.

4. Mortgagee may collect a late charge equal to one-tenth (1/10th) of one per cent (1%) on the unpaid balance of the indebtedness hereby secured for each aggregate monthly payment of principal, interest, taxes, assessments, insurance premiums, or other charges, more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

5. Mortgagee may employ counsel for advice or other legal services or the Mortgagee's discretion in connection with any dispute as to the debt hereby secured, and the holder of the Note, such sums as may be expended for the purpose of establishing a cause for the payment of premiums on policies of title insurance and such other matters as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments occurring on the property, shall be estimated by the holder of the Note; such sums to be paid by the holder of the Note, without any allowance for interest, for the payment of such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning, if, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary or they are insufficient, such sums shall be added to the amount of such payments for these purposes to be made by Mortgagee.

6. The privilege is granted to make prepayments on principal of the Note on any interest payment date upon thirty days prior written notice provided, however, that all such prepayments in any calendar year in excess of twenty per cent (20%) of the original principal amount of the Note will be accepted only upon payment of a two per cent (2%) premium during the first three years after the date of the Note, one per cent (1%) during the next two years, and at no premium thereafter.

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14. Mortgagee may employ counsel for advice or other legal services or the Mortgagee's discretion in connection with any dispute as to the debt hereby secured, and the holder of the Note, such sums as may be expended for the purpose of establishing a cause for the payment of premiums on policies of title insurance and such other matters as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments occurring on the property, shall be estimated by the holder of the Note; such sums to be paid by the holder of the Note, without any allowance for interest, for the payment of such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning, if, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary or they are insufficient, such sums shall be added to the amount of such payments for these purposes to be made by Mortgagee.

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16. Mortgagee may collect a late charge equal to one-tenth (1/10th) of one per cent (1%) on the unpaid balance of the indebtedness hereby secured for each aggregate monthly payment of principal, interest, taxes, assessments, insurance premiums, or other charges, more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

17. Mortgagee may employ counsel for advice or other legal services or the Mortgagee's discretion in connection with any dispute as to the debt hereby secured, and the holder of the Note, such sums as may be expended for the purpose of establishing a cause for the payment of premiums on policies of title insurance and such other matters as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments occurring on the property, shall be estimated by the holder of the Note; such sums to be paid by the holder of the Note, without any allowance for interest, for the payment of such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning, if, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary or they are insufficient, such sums shall be added to the amount of such payments for these purposes to be made by Mortgagee.

18. A reconveyance of said premises shall be made by the Mortgagee to the mortgagor on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the mortgagor, and the payment of the reasonable fees of said Mortgagee.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" 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.

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# UNOFFICIAL COPY

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## Exhibit A

THE SOUTH 51 665 FEET, AS MEASURED AT RIGHT ANGLES TO THE MOST SOUTHERLY LINE THEREOF, OF THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH-WEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 415 43 FEET; THENCE DUE SOUTH 27 0 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE LAND HEREIN DESCRIBED:

THENCE DUE EAST, 57 0 FEET;  
THENCE DUE SOUTH, 46 33 FEET;  
THENCE DUE EAST, 15 0 FEET;  
THENCE DUE SOUTH, 57 0 FEET;  
THENCE DUE WEST, 57 0 FEET;  
THENCE DUE NORTH, 46 33 FEET;  
THENCE DUE WEST, 15 0 FEET;  
THENCE DUE NORTH, 57 0 FEET;

TO THE PLACE OF BEGINNING,

ALL IN SAID LOT 1 IN WHEELING PARK APARTMENTS, BEING A SUBDIVISION OF THE SOUTH 165.31 FEET OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 TOGETHER WITH THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTH-EAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN TAKEN AS ONE TRACT, EXCEPT THEREFROM THE WEST 351.40 FEET THEREOF (AS MEASURED ON THE NORTH LINE AND SOUTH LINES THEREOF) IN COOK COUNTY, ILLINOIS

① 3-15-460-032

Cook County Clerk's Office  
92267137

UNOFFICIAL COPY

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10-1-2020