OFFICIAL COPY For Use With Note Form No. 1447

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Barry Solomon, married to Judy Solomon

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884 Saxon Place, Buffalo Grove, Illinois

COOK COUNTY RECORDER

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and Alfred Wiselman

200 E. Delaware, Chicago, Illinois 60611 NO AND STREET

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Delaware, Chicago, Illinois 60611

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LOT 3 IN CAMBRIDGE COUNTRYSIDE UNIT ONE, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, PANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 15, 1965, AS DOCUMENT NUMBER 2242117.

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Permanent Real Estate Index Numbers (03-09-210-003

Addresses of Real Estate 884 Saxon Place, Buffalo Grove, Illinois.

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This mortgage consists of managers. The covenar herein by reference and are a part hereof and shall be and thous and provisions appearing on page 2 (the reverse side of this in its age) are incorporated ding on Morrgagors, their heirs, successors and assigns. agam kasalan saggela kasala

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PLEASE pp. 1759 TYPE NAME 8 SELOW SIGNATURE S

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Given under my number to the ease of this Commission depited - Marketh Ca

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The resume two results. Neal M. Goldberg, 309 W. Washington, Ste. 650, Chicago, Il 60606

Maditins instrument: Neal M. Goldberg, 309 W. Washington Street, Suit

Chicago

Illinois

OR RECORDER'S OFFICE BOX NO

60606 2 = 000€

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (110) REVERSE SIDE OF THIS

- 1. Mortgagors shall (1) promptly repair, restore or rehalld 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 mechanic's or other liens or claims for hen not expressly subordinated to the lien thereof. (3) pay when due any incehicdness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory by concept the discharge of such prior lien to the Mortgages (4) complete within a reasonable time any bilding or buildings now or any time in process of erection upon said premises. (5) comply with all requirements of law or muricipal inforces with respect to the premises and the use thereof (6) make no material alterations in said premises except as required by law or nucleupal ordinance.
- 2. Mortgagors shall pay before any penalty attaches of yerreral taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request formsh to the Mortgages duplicate receipts therefor. To prevent default hereinder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the pairment of the whole or any part of the taxes or assessments or charges or liens berein required to be paid by Mortgagers, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such exent, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefore provided, however, that if it the opinion of colinsel for the Mortgagee are might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty 1601 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 issuince of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagors, 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 in Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of makine prepayments on the principal of said note (in a ldition to the required payments) as may be provided in laid note.
- ments) as may be provided in said note.

 6. Mortgagors shall keep all buildings and improvements now or hereafter strated on said premises insured against loss or damage by fire, lightning and windstorn and repolicies providing for payment by the insurance companies of increase subfactors to the Mortgagee, cost of replacing or repairing the land or to pay in full the indebtechess secured hereby add in companies satisfactors to the Mortgagee, under insurance policies polytife, in this of force of force of the Mortgagee secured from the policies polytife, and shall differ all policies, including additional and renewal policies to the Mortgagee and in case of insurance about to expire, shall deliver resewal policies not be shan for days prior to the respective dates of expandion.

 In case of default therein. Mortgagree in 30 of the line of the respective perform as set fact or refere required of Mortgagors in any form and manner decined expedient and mass, but need not make full or partial postments of properly refere required of formany tax sale or forfeiture affecting said premises or soften any tax lien or other prior has or role or claim thereof, or tedeem from any tax sale or forfeiture affecting said premises or cortest any tax high or other prior has or the or claim thereof, or tedeem from any tax sale or forfeiture affecting said premises or cortest any tax high or other prior has or the purposes herein authorized and all expenses paid or incurred in connect on therewish including attorneys' feet, and any other moneys advanced by Mortgagee to protest 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 inferest their or to the hortgage on account of any default hereinder on the part of the Mortgagee shall due and payable without notice and with inferest their or to the Mortgagee on account of any default hereinder on the part of the Mortgagee shall or force the mortgager making any payment he
- 9. Mortgagors shall pay each item of indebtedness herein identioned, 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, notwith-standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the 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 the performance of any other agreement of the Mortgagors herein contained.
- 19. When the indebtedness hereby secured shall become due whether hose eleration or otherwise. Mortragee shall have the right to forcelose 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 10 on behalf of Mortragee for attoriety fees, appraiser's fees, outlays for documentary and expert evidence, stenographes' charges, publicative osts and costs (which may be estimated as to items to be expended after entry of the decree) of proparing all such abstracts of the itle seatches and examinations, title insuffance policies. Torrens certificates, and similar data and assurances with teapent to title. Why beging them to be reasonably necessary either to project testuch suit or to evidence to bidders at any sale which may be had put out 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 paring policies, 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 paring policies to much additional indebtedness secured hereby and immediately due and parable, with interest hereon at the high of the new permitted by Illinois haw, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate analogae for the premises to which the Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or my felebredness hereby secured, or the preparations for the commencement of any sure for the forcelesure hereof after accurated of such table of inculose whether or not actually commenced or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof
- II. The proceeds of any forcelosure sale of the premises shall be distributed and applied in the followin, order of priority. Liest, on account of all costs and expenses incident to the forcelosure proceedings, including all such terms as are torio and in the preceding paragraph hereoft second, all other terms which under the terms hereoft ensit to secured indebtedness additional. So that explicitly by the row, with interest thereon as herein provided, third, all principal and interest remaining angular on the note it of the any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a toemplaint to foreclose this mortgage the court in which such a oplaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without rotte, without found to the solvency of insolvency of Mortgagers at the time of application for such receiver and without regard to the them value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgager may be appointed as such receiver. Such receiver shall have poter 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 redemption or not, as well as during any further times when Mortgagers, except for the intervention of such receiver, would be entitled to collect such tents, 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 whill or in 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 hereof or of such decree, provided such application is made prior to foreclosure sale 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 interposing same in an action at law upon the note hereby secured
- 15 = The "Montgagens shall periodically deposit with the "Montgageo such sours an after Muntgageo susy reasonably sequite for payments of taxes and assessments on the premises No such deposit shall dear any success = = = = = =
- 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 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 bereof 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
- 17 Mortgages shall release this mortgage and lien thereof by proper instrument upon pailment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be hinding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons hable 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.

UNOFFICIAL COPY:

WAIVER OF HOMESTEAD EXEMPTION RIGHTS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and hereby authorize Barry solomon to execute and mortgage the real estate described on Exhibit "A" attached hereto to David Wiselman and Alfred Wiselman or their assigns, free and clear from all rights and benefits of myself, my heirs, successors or essigns, under and virtue of said Homestead Exemption Laws.

Dated: 4-16-92

SUDY SOLOHON

VERIFICATION

STATE OF ILLINOIS)
(SS. COUNTY OF COOK)

I, the undersigned, a Notary Public in aforesaid County, in the State aforesaid, do hereby certify that Judy Solomon, 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 acknowledge that she signed, sealed and delivered the said instrument as her free and voluntary act, for the purpose therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this

92280978

"OFFICIAL SEAL"
Corey B. Footlik
Notary Public, State of Illinois
My Commission Expires 10/16/95

NOTARY PUBLIC

UNOFFICIAL COPY

EXHIBIT A

LOT 3 IN CAMBRIDGE COUNTRYSIDE UNIT ONE, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 15, 1965, AS DOCUMENT NO. 2242117.

COMMONLY KNOWN AS: 884 Saxon Place, Buffalo Grove, IL 9-210 COOP COUNTY CRAPTS OFFICE

P.I.N. No. 03-09-210-003