MORTGASE (LL) LOIS) F C OPART, 1985 OP 322000 52

A. Social is cosed a suspent but one saty of acting urban their bard. Norther the publish in digit the sense of this fore The cose ward as antergram Orangto encluding top warranty of minchantaliship or the ost for a particion purposi April 7. ,92 , between HHS INDENEURE, made Priedoon Hakimian Northbrook Illinois 3131 Toutoon JOURNAL OF THE LOT Stewart P. Lurie, as herein referred to as "Mortgagors, " and Executor of the Estate of Lillian Lurie and as Guardian of Hillis Lurie INC. AND STREETS TOTAL CSTATES Above Space For Recorder's Use Only herein referred to as "Mortgagee," witnesseth 39,010.34 1, payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal ann and arciest at the root it some and site, it at the rose and increase all provided in said note, with a final payment of the balance due on the 7th day of April 1993 and site is said printed at 10st 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, them at P collice of the Morninger at One Northfield Plaza, Northfield, Illinois NOW THERE FORE, the Monga Strato secure the payment of the said principal sum of money and said interest maccordance with the terms, provisions and initiations of this mortgage, and one performed, and also in consideration of the sum of One Poliatic head paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgages, and the Mortgages successory of assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying AND STATE OF ILL INOIS, to wit , COUNTY OF A Cook and being a the City of Chicago FOR LEGAL DESCRIPTION, SEE FAILTBIT "A" ATTACHED HERETO TH 3: 29 92292042 which, with the property herematter described, is referred to herem as the "premis-14-28-203-028-1027 Permanent Real Estate Index Number(s): Unit 1103, 320 West Oakdale, Chicago, Illinois Addressies) of Real Estate. 1001 11H R with all improvements, tenements, easements, fixtures, and appurtenances there of chinging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primitify and only purpose 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 concluding, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including fixithout restricting the foregoing), screens y milos shades, storm doors and windows, thou coverings, mador beds, awnings, stores and water heaters. All of the foregoing are declared to be a part of sail treat-state whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgajors or their successors or assigns shall be considered as constituting part of the real extate. TO HANT AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, tore er, to the purposes, and upon the uses berein set torth, tree from all rights and benefits under and by virtue of the Homestead Exemption Laws of the States (Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive

The name of a record owner is.

Friedon Hakimian 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 the mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their beins, successors and assigns. and sent of Mortgagors the this and year first above written Witness the hand, Fredom Hakimia (Seal) PLEASE PRINT OR Friedoon Hakimian TYPE NAME (5) (Seaf) (Seal) **GIGNATURE** (S) Cook 1, the undersigned, a Notary Public in and for said State of Hime a County of in the State afore and, DO HEREBY CERTIFY that Friedoon Hakimian OPPICIAL SZAL HOTALT FIRE IS STATE OF MAINOIS

LET LUCKHISTOR BAPP. OCT. 8, 1991

THE ANALY MAINTAIN THE STATE OF MAINOIS

LET LUCKHISTOR BAPP. OCT. 8, 1991

THE ANALY MAINTAIN OF THE MAIN right of homestead day of ... April 19 92 71.h Jeanwedllaer Given under my hand and otheral seal, this October 10 Commission carries Levin & Ginsburg Ltd., 180 N. LaSalle, Suite 2210, Chicago, Illinois 6060 Fras instrument was prepared by Iname and Address;
Levin & Ginsburg Ltd., 180 N. LaSalle, Suite 2210, Chicago, Illinois 60601 (NAME AND ADDRESS)

(STATE)

OR RECORDURES OFFICE BOX NO

23,2,3,

(CHY)

(ZIP CODE)

MORTGAGE):

1. Mortgagors 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 mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be seemed by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such profilen to the Mortgage; (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 premises when due, and shall, upon written request, furnish to the Mortgagor duplicate receipts therefor. 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. 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 payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, 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 event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it 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 (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 Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors for he covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee'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 toe signtgagors 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 making prepayments on the principal of said note (in addition to the required payments) as may be provided in ran note.

6. Mortgagors shall keep an addines 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 moneys sufficient either to pay the cost of replacing or repairing the sam or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgage, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to the 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.

7. In case of default therein, Mortgagee ma what need not, make any payment or perform any act hereinbefore required of Mortgagois in any form and manner deemed expedient, and ray, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise a settle any tax lien or other prior lien or title or claim thereof, or tedeem from any tax sale or forfeiture affecting said premises or contect any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, small be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof a the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the mortgage on account of any default hereunder on the part of the Mortgagors.

8. 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 giant thereof.

9. 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 Mortgage'rs, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become for and payable (a) immediately in the case of defoult 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.

10. When the indebtedness hereby secured shall become due whether by the leration or otherwise. Mortgagee shall have the right to foreclose the lien hereof, there shall by a lowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or or behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication tooks (which may be estimated as to litems to be expended after entry of the decree) of procuring all such abstracts of title, tide 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 proceedite such suit or to evidence to bidders at any sale which may be had pin, and it 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 paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the health rate now permitted by Illinois law when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and backgrey proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or mean proceedings to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or means to which may be commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which night affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are nearly and in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to 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 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 sale, without notice, without right to the solveney 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 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 Mortgagors, 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, 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 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; (2) 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 interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee 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 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.

17. Mortgagee shall release this 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.

18. This mortgage and all provisions hereof, shall extend to and be binding 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 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.

UNOFFICIAL COPY

EXHIBIT "A"

UNIT NUMBER 1103 IN THE 320 OAKDALE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOT 8 IN THE COUNTY CLERK'S DIVISION OF LOTS 2, 3 AND 4 AND THE SOUTH 33 FEET OF LOT 1 IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NOPTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID LOT 8, 198 FEET WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS ESTABLISHED BY A DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ON SCTOBER 31, 1904, IN CASE NO. 256886 SAID POINT BEING ON THE NORTH LINE OF OAKDADE AVENUE AND ON THE WEST LINE OF AN 18 FOOT PUBLIC ALLEY; THENCE RUNNING NORTH ON THE WEST LINE OF SAID 18 FOOT PUBLIC ALLEY (SAME BEING A LINE PARALLEL WITH THE WEST BOUNDARY LINE OF LINCOLN PARK) 140.34 FEET TO THE SOUTH LINE OF AN 18 FOOT PUBLIC ALLEY; THENCE WEST ON THE SOUTH LINE OF SAID 18 FOOT PUBLIC ALLEY (BEING A LINE PARALLEL WITH THE NORTH LINE OF SAID OAKDALE AVENUE) 116.8 FEET TO A POINT 314 3 FEET WEST OF THE SAID WEST BOUNDARY LINE OF LINCOLN PARK (SAID POINT BEING 314 FELT EAST OF THE WEST LINE OF THE EAST FRACTIONAL HALF OF SAID SECTION 28 AND 274 FEST FAST OF THE EAST LINE OF SHERIDAN ROAD AS NOW LOCATED); THENCE SOUTH ALONG A LUR PARALLEL WITH THE WEST LINE OF THE EAST FRACTIONAL HALF OF SAID SECTION 28, 140.33 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT 8 (WHICH SAID LAST MENTIONED LINE IS ALSO THE NORTH LINE OF OAKDALE AVENUE); THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 8 (SAID LINE BEING THE NORTH LINE OF OAKDALE AVENUE) 118 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 2690898 TOGETHER WITH ITS UNDIVIDED Clert's Office PERCENTAGE INTEREST IN THE COMMON ELEMENTS