

**UNOFFICIAL COPY**

~~FORM NO. 103  
CITY OF NEW YORK~~

**CAUTION:** Exercise a prudent caution when using or setting under the heat. However, one can determine that the device is truly broken by attempting to turn it on again. If it does not turn on, then it is broken.

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THIS INDENTURE, made January 1, 1983, between  
BERNARD WEISSBOURD AND BERNICE WEISSBOURD,

2735 Sheridan Road, Evanston, Illinois  
(NO AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagors," and WEISSENBURD FAMILY  
PARTNERSHIP, an Illinois general partnership,  
111 East Wacker Drive (Suite 1200), Chicago, IL  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagor," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith  
**TWO MILLION EIGHT HUNDRED THREE THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 4/10 DOLLARS (\$2,803,637.46), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 31st  
of December, 2002, 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  
of such appointment, hereat or at the office of the Mortgagee at 111 East Wacker Drive (Suite 1200),**

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms and conditions of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY to the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest, and being in the **CITY OF EVANSTON**, COUNTY OF **COOK**, STATE OF **ILLINOIS**.

The real estate legally described in Exhibit A which is attached hereto and incorporated herein by reference.

CHICAGO ILLINOIS  
THEATER

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

**Permanent Real Estate Index Number(s):** 05-35-404-010-0000 and 05-35-404-011-0006  
**Address(es) of Real Estate:** 2735 Sheridan Road, Evanston, Illinois

**TOGETHER** with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all long and during all such time as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window s' coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor considered as constituting part of the real estate.

**TO HAVE AND TO HOLD** the premises unto the Mortgagor, and the Mortgagor's successors and assigns, herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Florida do hereby expressly release and waive.

The name of a record owner is: Mortgagors

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

**PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)** \_\_\_\_\_ (Seal)

State of Illinois, County of COOK - 280

#### **ADDRESS**

in the State aforesaid, **DO HEREBY CERTIFY** that  
Bernard Weissboud and Bernice We  
personally known to me to be the same person S. who  
appeared before me this day in person, and acknowledge  
their free and voluntary act, for the use  
right of homestead.

Given under my hand and official seal, this 8<sup>TH</sup> day of September, 1993  
Commission expires 2024 19 1993

This instrument was prepared by Howard E. Haynie, On

Mail this instrument to Howard E. Haynie, <sup>(NAME)</sup>  
Chicago, <sup>(NAME)</sup> Illino

(CITY)

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CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS

1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which are destroyed; 2) keep said premises in good condition and repair, without waste, and free from mechanic's or other charges against the premises when due, and pay when due any indebtedness which may be secured by premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior complete within a reasonable time any building or buildings now or at any time in process of erection upon said all requirements of law or municipal ordinances with respect to the premises and the use thereof; 3) make said premises except as required by law or municipal ordinance.

y before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, other charges against the premises when due, and shall, upon written request, furnish to the Mortgagor duplicate default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or taxes may desire to contest.

enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any upon the Mortgagor the payment of the whole or any part of the taxes or assessments or charges or liens herein Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or in any such event, the Mortgagors, upon demand by the Mortgagor, shall pay such taxes or assessments, as herefor; provided, however, that if in the opinion of counsel for the Mortgagor, (a) it might be unlawful to such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum law, then and in such event, the Mortgagor may elect, by notice in writing given to the Mortgagors, to declare hereby to be and become due and payable sixty (60) days from the giving of such notice.

the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such covenant to hold harmless and agree to indemnify the Mortgagor, and the Mortgagor's successors or assigns, by reason of the imposition of any tax on the issuance of the note secured hereby.

Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this shall have such privilege of making prepayments on the principal of said note in addition to the required payment in said note, and on other indebtedness secured hereby.

keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage under policies providing for payment by the insurance companies of money sufficient either to pay the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagor, able, in case of loss or damage, to Mortgagor, such rights to be evidenced by the standard mortgage clause to and shall deliver all policies, including additional and renewal policies, to the Mortgagor, and in case of insure deliver renewal policies not less than ten days prior to the respective dates of expiration.

herein Mortgagor may, but need not, make any payment or perform any act hereinbefore required of Mortgagors emed evident, and may, but need not, make full or partial payments of principal or interest on prior encumbrance, discharge, compromise or settle any tax, lien or other prior lien or title or claim thereof, or redeem from holding said premises or contest any tax or assessment. All money paid for any of the purposes herein authorized or incurred in connection therewith, including attorney's fees, and any other money advanced by Mortgagor to less and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagor shall ever of any right accruing to the Mortgagor on account of any default hereunder on the part of the Mortgagors

ing any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the extent, sale, forfeiture, tax, lien or title or claim thereof.

y each item of indebtedness herein mentioned, both principal and interest, when due according to the terms Mortgagor and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making of principal or interest on the note, or (b) when default shall occur and continue for three days in the payment of the Mortgagors herein contained.

ness hereby secured shall become due whether by acceleration or otherwise. Mortgagor shall have the right in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the fees and expenses which may be paid or incurred by or on behalf of Mortgagor for attorneys' fees, appraiser's fees and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to entry of the decree), of prosecuting all such abstracts of title, title searches, and examinations, title insurance and similar data and assurances with respect to title as Mortgagor may deem to be reasonably necessary or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to the property. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagor as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or the commencement of any suit for the foreclosure hereof after account of such right to foreclose whether or not actually filed for the defense of any actual or threatened suit or proceeding which might affect the premises or the

foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, on expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor's representatives or assigns, as their rights may appear.

as after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver to receive the net income in his hands in payment of the indebtedness secured hereby. Such appointment may be made either before or after sale, without notice, without regard to the solvency of the Mortgagor, at the time of application for such receiver and without regard to the then value of the premises or whether the same is held as a homestead or not, and the Mortgagor may be appointed as such receiver. Such receiver shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a statutory period of redemption, whether there be redemption or not, as well as during any further time when intervention of such receiver would be entitled to collect such rents, issues and profits, and all other powers usually used in such cases for the protection, possession, control, management and operation of the premises during the pendency of such receiver. The Court from time to time may authorize the receiver to apply the net income in his hands in payment of the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment 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.

enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good reposing same in an action at law upon the note hereby secured.

ll have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that by the Mortgagor.

shall periodically deposit with the Mortgagor such sums as the Mortgagor may reasonably require for payment on the premises. No such deposit shall bear any interest.

said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons liable therefor, or interested in said premises, shall be held to answer to such extension, variation or release the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons the Mortgagor, notwithstanding such extension, variation or release.

lease this mortgage and lien thereon by proper instrument upon payment and discharge of all indebtedness of a reasonable fee to Mortgagor for the execution of such release.

ll provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagor" the successors and assigns of the Mortgagor named herein and the holder or holders from time to time, of

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OR RECORDER'S OFFICE BOX NO.

Permitting Real Estate Index Number(s): 05-35-404-010-0002 and 05-35-404-011-0000  
Address(es) of Real Estate: 2735 Sheridian Road, Princeton, Illinois

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The real escape trajectory descended in exactly the same sequence as the one attached hereto and incorporated herein by reference.

Now, therefore, I, the undersigned, do hereby declare and witness that the above and foregoing instrument is my free and voluntary act, and is given for the sole purpose of conveying to the said John D. Evans, his heirs and assigns, the property described in the conveyance and all other real estate and personalty which I now own or have at any time owned in the City of Evansville, Indiana.

THAT WHEREAS the Mortgagors are jointly indebted to the Mortgagee upon the instrument recited above of even date herewith, in the principal sum of TWO MILLION EIGHT HUNDRED THREE THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 46/100 DOLLARS, and that wherefore the Mortgagors are jointly indebted to the Mortgagee upon the instrument recited above of even date herewith, in the principal sum of \$2,803,687.46, payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagees promise to pay the said principal amount with interest thereon at the rate of six percent per annum, and interest accrued in said note, with a final payment of all the balance due on the 31st day of December of each year, and all of said principal and interest are made payable in such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then in the office of the Mortgagee at 111 East Wacker Drive (Suite 1200), Chicago, Illinois.

hencein referred to as "Messagee," with respect to which

111 East Wacker Drive (Suite 1200), Chicago, Illinois (state)  
NO AND STREET CITY STATE  
1225 South Michigan Avenue, Chicago, Illinois (state)  
PARKER FAMILIA (name)  
1600 referred to as "MotorMile", and MISSOURI (state)  
PARTNERSHIP, an Illinois general partnership.  
111 East Wacker Drive (Suite 1200), Chicago, Illinois (state)  
NO AND STREET CITY STATE

*THIS INDENTURE OF the 1<sup>st</sup> day of July, in the year of our Lord one thousand eight hundred and forty-four, between BERNARD WEISSBOURD and BERNICE WEISSBOURD.*

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17. Mortgagor shall release this mortgage and bear the cost of proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagor for the execution of such release.

161. In the permission of said interlocutors of any party, he or she may be asked to speak in his or her behalf before the court of first instance in due course of recordation of the cause.

13. The Mortgagee shall personally deposit with the Mortgagor such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

If the Marquessage shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose, if requested by the Marquagee.

13. No action for the infringement of the patent or of any provision thereof shall be subject to any defense which would not be good and available to the party infringing same in an action at law upon the date hereby accrued.

order item which may be or become superior to the item hereof or of such decree, provided such application is made prior to force-cause sale (2) the deficiency in case of a sale and deficiency.

whole of or in part of: (1) The indefinite past tense is used to indicate that something may still continue to apply to the present time. (2) The past tense is used to indicate that something happened at a particular time in the past.

power to control the terrain, issues and problems of peacekeeping, whether there would be need to collect such issues and all other matters mentioned, except for the full implementation of such recommendations, would be referred to the permanent members of which to determine what action, if any, they would take.

12 Upon the arrival of said premises such application for said premises as the sole subscriber and without regard to the other subscribers or lessees of the premises shall be made before the subscriber may apply for a lease of any part of the premises.

progress, their heirs, legal successors or assigns of their properties may appear.

compliance with the requirements for the preparation of the prequalification documents for the award of contracts for the delivery of goods and services to the State.

and/or administrative procedures in accordance with the law, may proceed with the same administrative procedure and the same administrative decision, even if the administrative procedure has been suspended or terminated by another administrative procedure in accordance with the law.

especially to produce such sites of so great expense and labor as were necessary to accomplish the same object. The first step in this direction was the construction of a large reservoir, situated in the valley of the river, and connected with it by a canal. This reservoir was to be filled by the water of the river, which was to be diverted from its natural course, and made to flow through a series of artificial channels, so as to pass over the land intended for cultivation, and finally to empty itself into the sea. The second step was the construction of a system of irrigation canals, which would conduct the water from the reservoir to the various fields and pastures, and supply them with a constant and abundant supply of water. The third step was the construction of a system of drainage canals, which would remove the surplus water from the fields and pastures, and prevent the accumulation of water in the low-lying areas. The fourth step was the construction of a system of roads and bridges, which would facilitate the movement of people and goods, and provide access to the new agricultural lands. The fifth step was the construction of a system of mills and factories, which would provide employment and income for the laborers and their families. The sixth step was the construction of a system of schools and hospitals, which would provide education and health care for the population. The seventh step was the construction of a system of government and law, which would ensure the protection of the rights and interests of the people, and provide a stable and orderly environment for the development of agriculture and industry.

to overcome the inherent difficulties and expenses which may be paid for the preparation of the material, fees appropriate to the services rendered, and compensation for the time lost by the practitioner.

10. When the manufacturer shall receive the order agreement of either party he shall have the right to accept or reject it.

**9. Motivational shift by each item of incentive scheme** (Refer to the following table)

• 8. The Medicare program makes payments to providers on the basis of the average cost of care.

zied and will experience paid off before the loan matures and the loan will be repaid. The lender will receive the principal plus interest on the amount borrowed.

7. In case of definite knowledge, no payment may be made until the party to whom it is due has been given a reasonable time to make arrangements for payment.

Under minimalist policies, such rights as to be informed and margin of appreciation are afforded to each police authority, in case of damage, to negotiate, including administrative remedies, to be provided by the standard margin of discretion.

6. Major changes should be made in building materials and improvements now or hereafter situated on said premises caused by fire, lightning, wind, water, or damage to the property.

regarding any form of damages or compensation for damage to the information or to fail to give an account of the measures taken in the event of damage.

4. It is the ultimate purpose of the United States of America to secure for every man a life, liberty, and the pursuit of happiness; and it is the duty of every citizen to support and defend the Constitution of the United States against all enemies, foreign and domestic.

minimum amount of time permitted by law, when used in such manner, the Mortgagee may notice in writing given to the mortgagor, to declare all of the indebtedness secured hereby to be and declared due and payable sixty (60) days from the giving of such notice.

assessments which Motorcarriers may desire to contest. (See Part I, Item 7, of this Order for a more detailed explanation of the procedure for contesting assessments.)

2. Mortgageholders shall pay before any penalty attaches any taxes, and shall pay special taxes, specific assessments, water charges, sewer charges, and other charges against the premises shall pay in full any undelivered property tax bills, any bills of exchange, and any bills of lading.

in each of the five provinces superior to the province of which it was composed. Each upon request excepted to the premises now or at any time in process of erection upon such

1. **Motivators shall** (1) promptly repeat, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed by fire.

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## EXHIBIT A

Lot 2 and Lot 3 in Shrawder's Resubdivision of Lot 1 and the north 56 feet of Lot 2, Block 4, Charles E. Brown's Lake Grove Addition to Evanston, said Addition being a Subdivision of part of Lots 35, 36, 37 and 38 in Baxter's Subdivision and also part of Lots 23, 24 and 25 in Smith's Addition, all in the South part of Quilmette Reservation, Township 42 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

AND

A perpetual easement, appurtenant to the above-described real estate, to install, use, maintain, repair and replace underground electric, telephone, cable television, gas, sewer and water lines in that part of Lot 1 in Shrawder's Resubdivision aforesaid lying South of a line 5 feet North of and parallel to the South line of said Lot and that part of said Lot 1 lying East of a line 5 feet Westerly of and parallel to the Easterly line of said Lot 1 as created by deeds recorded November 1, 1974 as Documents 22896241 and 22896242.

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## RIDER

19. This is an adjustable rate mortgage. Interest will accrue on the outstanding balance of indebtedness from time to time secured hereby at a rate equal to the greater of (1) the corporate base rate as announced from time to time by The First National Bank of Chicago, and (2) the Applicable Federal Rate for long-term obligations, as defined in section 1274(d) of the Internal Revenue Code. Any unpaid interest will be compounded quarterly and added to the principal.
20. This is a revolving credit mortgage. It shall secure, not only the existing indebtedness as stated herein, but also such future loans and advances as are made by the Mortgagee to the Mortgagors, or either of them, within twenty (20) years from the date hereof, to the same extent as if such future loans and advances were made on the date of execution of this mortgage, although there may be no indebtedness outstanding at the time any loan or advance is made. Such loans or advances may or may not be evidenced by notes. The total amount of indebtedness that is secured by this mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of Ten Million Dollars (\$10,000,000), plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the premises, with interest on such disbursements.

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Clerk's Office

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