

UNOFFICIAL COPY

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CUTION: Current & correct names should be typed upon this form.
All mortgages are subject to recording laws and fees as they apply.

THIS INSTRUMENT made August 19, 1984, between

Jeffrey A. Wineman and Karen Wineman, husband and wife
Apartment 3202

950 N. Michigan Avenue, Chicago, Illinois
(NO ADDRESS)

herein referred to as Mortgagors, and Jeffrey A. Wineman, Karen Wineman

of the JEFFERY WINEMAN FAMILY TRUST and JEFFERY S. WINEMAN
as Trustee of Jeffrey's Trust under Article FOURTH of
John S. Wineman's Will

180 N. Dearborn, Suite 850, Chicago, Illinois (STATE)
herein referred to as Mortgagee, witnesseth.

94685224

DEPT OF RECORDING \$25.00
186666 TRAM 3679 08/23/84 10148100
23756 1 C. * 94- 434-5224
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of
Five Hundred Thousand and no/100 DOLLARS

(\$ 500,000.00) payable to the order of and delivered to the Mortgagee, and by which note the Mortgagors promise to pay the said principal
sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the day of August,

1984, 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 appoint, and in absence
of such appointment, then, the office of the Mortgagee at 180 N. Dearborn, Suite 850, Chicago, Illinois

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions
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 hereby present CONVEY AND WARRANT unto the
Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate, and all their estate, right and interest therein, situate, lying
and being in the CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

See Exhibit "A" attached hereto

For the aggregate unpaid amount of all loans made by Mortgagee to Mortgagors
pursuant to that certain promissory note of even date herewith, whichever is less,

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which, with the property hereinafter described, is referred to herein as the "premises"
commonly known as: Unit 4103, 500 East Ohio Street, Chicago, Illinois 60611
permanent index number: 17-33-208-013-1109

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 to the same, which are pledged primarily and primarily 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), water, window shades, storm doors and windows, floor
coverings, major 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 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 terms
herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits
the Mortgagors do hereby expressly release and waive.

The name of a record owner is Jeffrey A. Wineman

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

Witness the hand and seal of Mortgagors this day and year first above written.
Jeffrey A. Wineman (Seal)
Karen Wineman (Seal)
Katherine Wineman (Seal)

State of Illinois, County of Cook, I, the undersigned, a Notary Public in and for said County
in the State aforesaid, DO HEREBY CERTIFY that Jeffrey A. Wineman and Karen Wineman
husband and wife

personally known to me to be the same person as whose name is subscribed in the foregoing instrument,
appeared before me this day in person, and acknowledged that J. A. H. C. signed, sealed and delivered the said instrument as
a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the
right of homestead.

Given under my hand and official seal, this 19th day of August, 1984
Commission expires 11/21/87

This instrument was prepared by Bruce L. Bauer, Suite 850, 180 N. Dearborn, (NAME AND ADDRESS)

Mail this instrument to (NAME AND ADDRESS)

OR RECORDER'S OFFICE BOX NO. 181 (STATE) (ZIP CODE)



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THE COVENANTS, CONDITIONS AND PROVISIONS HEREIN TO BE PAID TO THE REVERSE SIDE OF THIS 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 incumbrances 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 building under construction 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, fuel, sewer service charges, and other charges against the premises when due, and shall upon written request furnish to the Mortgagee proper receipts therefor. In event of default hereunder, Mortgagors shall pay in full under protest, by 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, by lien thereon or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments as charges or additions required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or of the property secured by mortgages, or the manner of collection of taxes, so as to affect the mortgage or of the property secured by mortgages of 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 such taxes or assessments require Mortgagors to make such payment or that the making of such payment might result in the imposition of a tax in excess of 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 date 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 as may be levied or imposed by any such law. The Mortgagors further covenant 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 the Mortgagors are not in default under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee shall have such privilege of making payments on the principal of said note in addition to the required payments as may be provided in said note.

6. 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 losses suffered either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the terms of the Mortgagee, under insurance policies payable in the event 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 addenda and renewal policies, to the Mortgagee, and in case of expiration 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 may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior mortgages, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim (except as respects from any tax sale or forfeiture affecting said premises) or contest 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, 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. In the event Mortgagors 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.

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 lien or claim 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 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 in full immediately in the case of default or making payment of any installment of principal or interest on the note, or if a 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 acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and added to the indebtedness on the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, photographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of proceeding, all such amounts to be fully satisfied by the proceeds of the sale of the mortgaged premises, together with interest thereon, and similar data and assurances with respect to title as a mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had hereon, and to such other matters as may be necessary to or for the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be deemed to be a part of the indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with any proceeding including proceedings in which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or the preparation for the commencement of any suit for the foreclosure hereof after acceptance of such suit by Mortgagee, whether or not suit has commenced, or the preparation for the defense of any actual or threatened suit or proceeding which might 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 mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness, in addition to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, with 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, with or without the consent 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 proceeds 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 amount in his hands to 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 assist 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.

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EXHIBIT A

LEGAL DESCRIPTION:
Parcel 1:

Unit No. 4103 in the Bancroft Condominium formerly known as the
Streetsville 400 Condominium as delineated on a survey of the
following described real estate:

Parcel A:

Lot 29 in Circuit Court Partition of Oydan Estate Subdivision
of part of Blocks 20, 31 and 32 in Kinzie's Addition to
Chicago in Section 10, Township 39 North, Range 14, East of
the Third Principal Meridian, (except the West 4 feet of said
Lot Condemned for street purposes) in Cook County, Illinois.

Parcel B:

The West 7 inches of Lot 26 in Circuit Court Partition of
Oydan Estate Subdivision of part of Blocks 20, 31 and 32 in
Kinzie's Addition to Chicago in Section 10, Township 39 North,
Range 14, East of the Third Principal Meridian, in Cook
County, Illinois

which survey is attached as exhibit A to the Declaration of
Condominium recorded as Document 20087819, and amended by Document
94261144, together with its undivided percentage interest in the
Common Elements.

Parcel 2:

The exclusive right to the use of PARKING SPACE #44, a limited common
element as delineated on the survey attached to the Amended and
Restated Declaration aforesaid recorded as Document Number
94261144.

EXHIBIT "A"

94261144