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Prepared By + MAIL TO:

GLENN SEIDEN AND ASSOCIATES
200 N. LA SALLE # 1900
CHICAGO, IL 60601



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DEPT-01 RECORDING \$47.50
15666 TRAN 4434 07/09/96 15:11:00
52375 : DC * -96-523251
COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 3, 1996; The mortgagor is Terrence S. Friedman, a single person ("Guarantor/Mortgagee"). This Security Instrument is given to BANKERS CAPITAL a division of BANKERS LEASING ASSOCIATION, INC. which is organized and existing under the laws of ILLINOIS and whose address is 4201 Lake Cook Road, Northbrook, IL 60062 ("Lender").

Guarantor/Mortgagor provided lender with a Guarantee to the extent of \$500,000.00, as additional collateral to a certain Accounts Receivable Agreement by and between COMMUNICALL DIRECT RESPONSE GROUP, INC. D. I. P. and lender dated as of June 19, 1996, which provides for periodic payments, with the full debt, if not paid earlier, due and payable on the LAST DATE TO PAY.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Accounts Receivable Agreement, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Guarantor/Mortgagor's covenants and agreements under this Security Instrument and the Accounts Receivable Agreement. For this purpose, Guarantor/Mortgagor does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LEGAL DESCRIPTION: Attached As Exhibit A, page 12

PIN NUMBER: 04-16-215-006 .R DEPT-01 RECORDING

which has the address of 2096 Woodlawn Road, Northbrook, IL 60062 ("Property Address");

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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Guarantor/Mortgagor COVENANTS that Guarantor/Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Guarantor/Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Guarantor/Mortgagor and lender covenant and agree as follows;

~~I. Payment of Principal and Interest, Prepayment and Late Charges. Guarantor/Mortgagor shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.~~

~~II. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Guarantor/Mortgagor shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Guarantor/Mortgagor to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Guarantor/Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.~~

~~The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Guarantor/Mortgagor for holding and applying the funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Guarantor/Mortgagor interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Guarantor/Mortgagor to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise.~~

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~~Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be~~ required to pay Guarantor/Mortgagor any interest or earnings on the Funds. Guarantor/Mortgagor and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Guarantor/Mortgagor, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by lender exceed the amounts permitted to be held by applicable law, Lender shall account to Guarantor/Mortgagor for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Guarantor/Mortgagor in writing, and, in such case Guarantor/Mortgagor shall pay to Lender the amount necessary to make up the deficiency. Guarantor/Mortgagor shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, lender shall promptly refund to Guarantor/Mortgagor any Funds held by lender. If, under paragraph 19, Lender shall acquire or sell the Property, lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the ~~sums secured by this Security Instrument.~~

~~III. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.~~

IV. Charges; Liens. Guarantor/Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Guarantor/Mortgagor shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Guarantor/Mortgagor shall pay them on time directly to the person owed payment. Guarantor/Mortgagor shall promptly furnish to Lender all notices of amounts to be paid under this paragraph 4. If Guarantor/Mortgagor makes these payments directly, Guarantor/Mortgagor shall promptly furnish to Lender receipts evidencing the payments.

Guarantor/Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless Guarantor/Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Guarantor/Mortgagor a notice identifying the lien.

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Guarantor/Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

V. Hazard or Property Insurance. Guarantor/Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Guarantor/Mortgagor subject to Lender's approval which shall not be unreasonably withheld. If Guarantor/Mortgagor fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Guarantor/Mortgagor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Guarantor/Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Guarantor/Mortgagor.

Unless Lender and Guarantor/Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Guarantor/Mortgagor. If Guarantor/Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Guarantor/Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Guarantor/Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

VI. Occupancy, Preservation, Maintenance and Protection of the Property; Guarantor/Mortgagor's Loan Application; Leaseholds. Guarantor/Mortgagor shall occupy, establish, and use the Property as Guarantor/Mortgagor's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Guarantor/Mortgagor's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld,

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or unless extenuating circumstances exist which are beyond Guarantor/Mortgagor's control. Guarantor/Mortgagor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Guarantor/Mortgagor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Guarantor/Mortgagor may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Guarantor/Mortgagor's interest in the Property or other material impairment of the lien created by this Security Instrument or lender's security interest. Guarantor/Mortgagor shall also be in default if Guarantor/Mortgagor, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Guarantor/Mortgagor's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Guarantor/Mortgagor shall comply with all the provisions of the lease. If Guarantor/Mortgagor acquires fee title to the Property, the leasehold and the fee title shall not merge unless lender agrees to the merger in writing.

VII. Protection of Lender's Rights In the Property. If Guarantor/Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Guarantor/Mortgagor secured by this Security Instrument. Unless Guarantor/Mortgagor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from lender to Guarantor/Mortgagor requesting payment.

VIII. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Guarantor/Mortgagor shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by lender lapses or ceases to be in effect, Guarantor/Mortgagor shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Guarantor/Mortgagor of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by lender. If substantially equivalent mortgage insurance coverage is not available, Guarantor/Mortgagor shall pay to lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Guarantor/Mortgagor when the insurance coverage lapsed or ceased to

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be in effect. Lender will accept, use and retain the payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Guarantor/Mortgagor shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Guarantor/Mortgagor and Lender or applicable law.

IX. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Guarantor/Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

X. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Guarantor/Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Guarantor/Mortgagor and lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Guarantor/Mortgagor. In the event of a partial taking of the Property which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless the Guarantor/Mortgagor and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Guarantor/Mortgagor, or if, after notice by lender to Guarantor/Mortgagor that the condemnor offers to make an award or settle a claim for damages, Guarantor/Mortgagor fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

~~Unless lender and Guarantor/Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or 2 or change the amount of such payments.~~

XI. Guarantor/Mortgagor Not Released; Forbearance By lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by lender to any successor in interest of Guarantor/Mortgagor shall

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not operate to release the liability of the original Guarantor/Mortgagor or Guarantor/Mortgagor's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Guarantor/Mortgagor or Guarantor/Mortgagor's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

XII. Successors and Assigns Bound; Joint and Several Liability; Cosigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Guarantor/Mortgagor, subject to the provisions of paragraph 17. Guarantor/Mortgagor's covenants and agreements shall be joint and several. Any Guarantor/Mortgagor who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Guarantor/Mortgagor's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Guarantor/Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security or the Note without that Guarantor/Mortgagor's consent.

XIII. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Guarantor/Mortgagor which exceeded permitted limits will be refunded to Guarantor/Mortgagor. Lender may choose to make this refund by reducing the principal owed under the Note or by making direct payment to Guarantor/Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

XIV. Notices. Any notice to Guarantor/Mortgagor provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Guarantor/Mortgagor designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Guarantor/Mortgagor. Any notice provided for in this Security Instrument shall be deemed to have been given to Guarantor/Mortgagor or Lender when given as provided in this paragraph.

XV. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Accounts Receivable Agreement conflicts

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with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Accounts Receivable Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Accounts Receivable Agreement are declared to be severable.

XVI. Guarantor/Mortgagor's Copy. Guarantor/Mortgagor shall be given one conformed copy of the Note and of this Security Instrument.

XVII. Transfer of the Property or a Beneficial Interest in Guarantor/Mortgagor. If all or any part of the Property or any interest in it is sold or transferred (or its beneficial interest in Guarantor/Mortgagor is sold or transferred and Guarantor/Mortgagor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Guarantor/Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Guarantor/Mortgagor must pay all sums secured by this Security Instrument. If Guarantor/Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Guarantor/Mortgagor.

XVIII. Guarantor/Mortgagor's Right to Reinstate. If Guarantor/Mortgagor meets certain conditions, Guarantor/Mortgagor shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Guarantor/Mortgagor: (a) pays Lender all sums which then would be due under this Security Instrument and the Accounts Receivable Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Guarantor/Mortgagor's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Guarantor/Mortgagor, this Security Instrument

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and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

XIX. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Guarantor/Mortgagor. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the loan Servicer, Guarantor/Mortgagor will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

XX. Hazardous Substances. Guarantor/Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Guarantor/Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Guarantor/Mortgagor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Guarantor/Mortgagor has actual knowledge. If Guarantor/Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Guarantor/Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Guarantor/Mortgagor and Lender further covenant and agree as follows:

XXI. Acceleration; Remedies. Lender shall give notice to Guarantor/Mortgagor prior to acceleration following Guarantor/Mortgagor's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to

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Guarantor/Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Guarantor/Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Guarantor/Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

XXII. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Guarantor/Mortgagor. Guarantor/Mortgagor shall pay any recordation costs.

XXIII. Waiver of Homestead. Guarantor/Mortgagor waives all right of homestead exemption in the Property.

XXIV. Riders to this Security Instrument. If one or more riders are executed by Guarantor/Mortgagor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Balloon Rider | |
| <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | |

other(s) Specify: pre-existing debt.

BY SIGNING BELOW, Guarantor/Mortgagor accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Guarantor/Mortgagor and recorded with it.

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Guarantor/Mortgagor:

[Handwritten Signature]

Social Security Number

408-049371

STATE OF ILLINOIS, COUNTY OF COOK:

I the undersigned, a Notary in and for said county and state do hereby certify that Guarantor/Mortgagor is personally known to me to be the same person(s) whose name(s) are/is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein.

Given under my hand and official seal, this 3rd day of July, 1996

Peggy Larson

My Commission expires:

OFFICIAL SEAL

OFFICIAL SEAL
PEGGY LARSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 14, 1998

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot Seven (7) in Block One (1) in Northbrook Park, a subdivision of the North Half of Lots One (1) and Two (2) and the North East Quarter of Lot Three (3) in School Trustees' Subdivision of Section Sixteen (16), Township Forty Two (42) North, Range Twelve (12), East of the Third Principal Meridian, according to the plat recorded April 25, 1946, as Document 13777492, in Cook County, Illinois.

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SCHEDULE "D"

UNCONDITIONAL INDIVIDUAL GUARANTY

TO: Bankers Capital, a division of
Bankers Leasing Association, Inc.
4201 Lake Cook Road
Northbrook, Illinois 60062

Dear Sirs:

In order to induce Bankers Capital, a division of Bankers Leasing Association, Inc. to continue under an Agreement dated as of June 19th, 1996, and/or to continue under your present arrangement, or any modification or amendment thereof, and in consideration of your so doing, I/we shall each be individually liable, both jointly and severally, with my/our successors or assigns, to you for the payment to you as due or, any and all sums which may be or shall become due and owing to you from Communicall Direct Response Group, Inc. D.I.P., ("Communicall"). This liability shall include, but not be limited to any and all sums due or to become due, under the aforementioned Agreement, by way of overdraft or otherwise, as well as any and all sums due or to become due, whether or not such indebtedness shall arise under any Agreement or contract or shall be represented by or payable under instruments of indebtedness. I/we hereby waive demand of payment and notice of protest or dishonor of, or upon any such instrument, agreement or contract.

I/we understand this liability is primary and enforceable without prior resort to Communicall or to any security or to the obligation of any other person held by you, and it shall not be affected by any forbearance, extension, settlement or composition made or entered into by you with Communicall or any guarantor of (s)/their account with you or any other person.

I/we agree this Guaranty shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Illinois. I/we agree and consent to the exclusive personal jurisdiction and venue of any federal or state court located in Cook County, Illinois and waive trial by jury.

This Guaranty shall continue in force until actual receipt by me/our from you of written notice of cancellation, which cancellation shall be applicable only to transactions having their inception thereafter.

This guarantee is collateralized by a Mortgage Document dated July 3, 1996

Very truly yours,

WITNESS:

Martin Helfand

Guarantor(s)

Terrence S. Friedman
Terrence S. Friedman

96523251

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RIDER

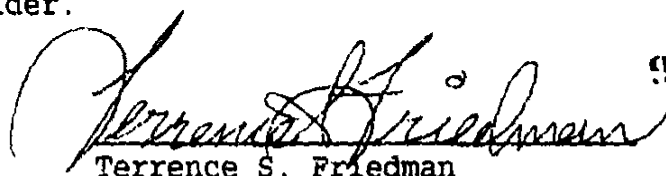
This Rider is made this 3rd day of July, 1996 and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned TERRENCE S. FRIEDMAN (the "Guarantor/Mortgagee") as additional security to secure that certain obligation of COMMUNICALL DIRECT RESPONSE GROUP, INC. D. I. P., an Illinois Corporation (the "Borrower"), in favor of BANKERS CAPITAL a division of BANKERS LEASING ASSOCIATION, INC., an Illinois Corporation (the "Lender"). To the extent that any terms of the 3rd Mortgage conflict with the terms of this Rider, the parties agree that the terms of this Rider shall prevail.

1. Pre-existing Debt. For and in consideration of Lender granting to Borrower additional credit facilities pursuant to that certain Accounts Receivable Agreement entered into by and between Borrower and Lender on or about June 19, 1996, including all amendments thereto, the undersigned as Guarantor/Mortgagee of the property described in the Mortgage grants to Lender a continuing security interest in and to said property as additional security to secure the obligations and undertakings of Borrower as set forth in that certain Accounts Receivable Agreement executed by and between Borrower and Lender.

2. Business Purpose. Guarantor/Mortgagee acknowledges, warrants, and represents that the indebtedness secured by this Mortgage is a business loan within the purview and the intent of the Illinois Interest Act (Ill. Rev. Stat. Chapter 17, Paragraph 6404) notwithstanding the fact that the property secured hereby is the personal residence of Guarantor/Mortgagee. The security interest created hereby is made by Guarantor/Mortgagee freely and voluntarily as an accommodation to Borrower to facilitate additional credit being made available to Borrower to Lender.

3. Prior Encumbrances. Guarantor/Mortgagee represents and warrants that he shall pay all prior encumbrances together with any and all interest accrued thereon with respect to the property secured hereby at the time or times when same shall become due and payable. The indebtedness due under any prior encumbrance or encumbrances shall not at any time exceed the sum of \$500,000.00 exclusive of any sums due Lender. The failure of Guarantor/Mortgagee to maintain all prior encumbrances on a current basis, including the payment of all required real estate taxes, or the failure of Guarantor/Mortgagee to prevent waste to the property mortgaged hereby shall be an additional act of default by Guarantor/Mortgagee which will entitle Lender to an immediate right to recover from Guarantor/Mortgagee the full amount of any and all then outstanding amounts due from Guarantor/Mortgagee, regardless of whether Guarantor/Mortgagee is then in default for any reason.

By signing below, the undersigned states that he has read the above and foregoing Rider to the Mortgage and accepts and agrees to the terms and covenants contained in this Rider.


Terrence S. Friedman

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