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JUNIOR MORTGAGE (ILLINOIS)

THIS AGREEMENT, made August 29, 1996, by and between JAMES C. POMERANTZ and MARY C. POMERANTZ ("Mortgagor") and CHILI MAC'S WINNETKA, L.P., an Illinois limited partnership ("Mortgagee").

WITNESSETH:

THAT, WHEREAS, the Mortgagor is the guarantor of a promissory note (the "Note") to the Mortgagee of an even date herewith in the original principal amount of \$150,701.00, with interest thereon, with final payment of all sums due on the 29th day of August, 1999, and all of said payments of principal and interest are payable at such place as the holders of the note may, from time to time, in writing appoint.

NOW, THEREFORE, the Mortgagor, to secure the payment of the Indebtedness (as defined herein) and interest, in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents **CONVEY AND WARRANT** unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of Mortgagor's estate, right, title and interest therein, situate, lying and being in the VILLAGE OF WINNETKA, COUNTY OF COOK in the STATE OF ILLINOIS, to-wit:

THE SOUTH 62 FEET OF THE WEST 50 FEET OF THE NORTH 1/2 OF BLOCK 53 AND THE NORTH 62 FEET OF THE WEST 52 FEET OF THE SOUTH 1/2 OF BLOCK 53 IN WINNETKA BEING A SUBDIVISION BY CHARLES A. PECK OF THE NORTH EAST 1/4 OF SECTION 20 AND THE NORTH FRACTIONAL HALF OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

Permanent Index Number(s): 05-20-221-001-0000
Address of Real Estate: 425 Birch, Winnetka, Illinois

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 Mortgagor may

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COOK COUNTY RECORDER

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DEPT-01 RECORDING

427.50

DEPT-10 PENALTY

324.00

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be entitled thereto (which are pledged primarily and on a parity 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), screens, window shades, storm doors and windows, floor coverings, awnings, stores 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 Mortgagor or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises until the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth.

The name of a record owner is:

This is a junior Mortgage and the rights of Mortgagee hereunder are and at all times shall be and remain subject and subordinate in right, claim and lien to the rights, claims and liens afforded to the mortgagee pursuant to the existing mortgage on the premises as of the date hereof.

The following covenants, conditions and provisions shall be binding on Mortgagor, its heirs, successors and assigns:

1. From the date hereof, the Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to or be filed against the premises, except for a refinancing or refinancing of the existing mortgage whereby the amount of such refinancing shall not cause the equity securing the mortgage to be less than \$200,000.00, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, including mechanic's liens, materialmen's liens, or other claims for lien made by parties claiming to have provided labor or materials with respect to the premises and excepting only the lien of real estate taxes and assessments not due or delinquent and any liens and encumbrances of Mortgagee.

2. The indebtedness secured hereunder shall be all principal and interest payable under the Note and all other obligations, debts, and liabilities, plus interest thereon, of Mortgagor to Mortgagee,

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and any and all other sums expended or advanced by Mortgagee to Mortgagor to enforce obligations of Mortgagor under this Mortgage, provided that notwithstanding the foregoing or any other provision of the Note or this Mortgage, the maximum sum of all amounts which may be recovered hereunder is ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

3. The Mortgagor shall not without the prior written consent of Mortgagee, create, effect, contract for, consent to, suffer or permit any "Prohibited Transfer" (as defined herein). Any conveyance, sale, assignment, transfer, assignment of the beneficial interest, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of the Premises which occurs, is granted, accomplished, attempted or effectuated without the prior written consent of Mortgagee shall constitute a "Prohibited Transfer" in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph shall not apply: (i) to liens securing the indebtedness to Mortgagee; (ii) to the lien of current taxes and assessments not in default.

4. If any default be made in the due and punctual payment of monies required under the Note or under this Mortgage, as and when the same is due and payable and any applicable period of grace expressly allowed for the cure of such default in such document shall have expired, and if such default shall continue for thirty (30) days after notice thereof by Mortgagee to Mortgagor in the due and punctual performance or due diligence observance of any other agreement or condition herein contained; then Mortgagee may proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by law or in equity, or by this Mortgage or the Note.

5. Any notice, demand or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or on the day deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

- (a) If to Mortgagee: CHILI MAC'S WINNETKA, L.P.
1113 W. George Street
Chicago, Illinois 60657
Attn: Mr. Kevin Drewyer

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with a copy to: SHEFSKY, FROELICH & DEVINE, LTD.
444 N. Michigan Avenue
Chicago, Illinois 60611
Attn: DANIEL G. PAPPANO, ESQ.

If to Mortgagor: JAMES POMERANTZ
425 Birch
Winnetka, IL 60093

with a copy to: ROBBINS, SALOMON & PATT, LTD.
25 E. Washington Street, Suite 1000
Chicago, Illinois 60602
Attn: RICHARD L. GAYLE

WITNESSETH the hand and seal of Mortgagor the day and year first above written.



JAMES C. POMERANTZ



MARY C. POMERANTZ

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that James C. Pomerantz and Mary C. Pomerantz, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of August, 1996.

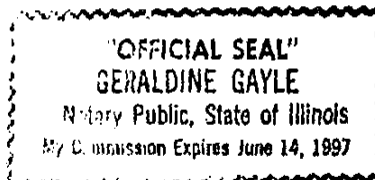




Notary Public

This Instrument was Prepared by:

Richard L. Gayle, Esq.
Robbins, Salomon & Patt, Ltd.
25 East Washington Street, Suite 1000
Chicago, Illinois 60602



Mail this Instrument to:

Kevin Drewyer
1113 W. George St.

Chicago, IL 60657

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