

# UNOFFICIAL COPY

97035101

## MORTGAGE

THIS INDENTURE made this \_\_\_\_ day of January, 1997, by and between LES STEVEN NAGY and CHARLOTTE STIRITZ NAGY, husband and wife, (hereinafter referred to as "Mortgagor") and WILLIAM STIRITZ (hereinafter referred to as Mortgagee).

DEPT-01 RECORDING \$27.00  
T#0004 TRAM 2621 01/16/97 09:24:00  
#8124 + LF \*-97-035101  
COOK COUNTY RECORDER

97035101

### WITNESSETH:

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the Promissory Note of even date herewith, in the principal sum of ONE MILLION ONE HUNDRED FIVE THOUSAND SIX HUNDRED EIGHTY TWO AND 66/100 DOLLARS (\$1,105,682.86), payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagor promises to pay the said principal sum and interest at the rate and in the manner as provided in said Note, and all of said principal and interest are made payable at such place as the holder of the Note may, from time to time, in writing appoint, and in the absence of such appointment, then at the Mortgagee's address as specified above:

NOW THEREFORE, the Mortgagor, to secure the payment of 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in cash paid, the receipt whereof is hereby acknowledge, do by these presents CONVEYS AND WARRANTS unto the Mortgagee and the Mortgagee's successors and assigns, the following described Real Estate together with all improvements, tenements, easements and fixtures thereon, and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF EVANSTON, COUNTY OF COOK, STATE OF ILLINOIS:

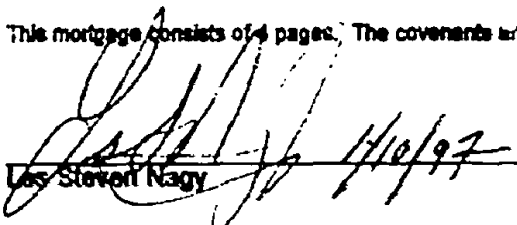
The West 26 feet of Lot 2 and the East 124 feet of Lot 3 in Lake Shore Addition to Evanston, being a Subdivision of Lots 1 to 18 inclusive in Block 1 and Lot 1 to 26 inclusive in Block 2 and vacated streets in Browne's Lake Grove Addition in Evanston, a Subdivision of part of Lots 35, 36, 37, and 38 in Baxter's Subdivision and part of Lots 23, 24 and 25 in Smith's Subdivision, all in the South part of Quimette Reservation, also Lots 3 and 4 in the County Clerk's Division of part of Lots 35 to 38, inclusive, aforesaid and all being in the City of Evanston, Section 35, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

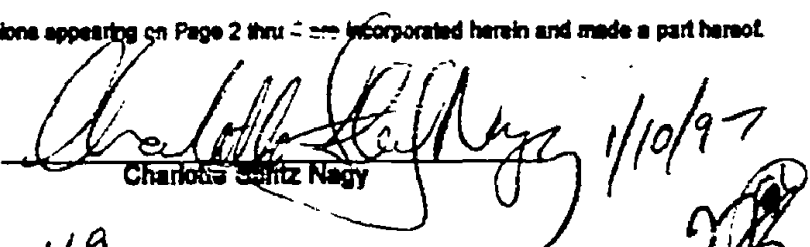
Permanent Tax Index Number: 05-35-400-013-0300

Commonly known as 2855 Sheridan Place, Evanston, Illinois

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.

This mortgage consists of 4 pages. The covenants and provisions appearing on Page 2 thru 4 are incorporated herein and made a part hereof.

  
Les Steven Nagy 1/10/97

  
Charlotte Stirtz Nagy 1/10/97

Box 169



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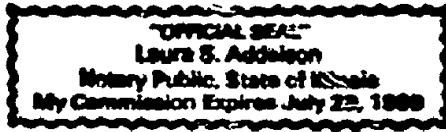
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State of Illinois County of Cook SS: I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LES STEVEN NAGY and CHARLOTTE STIRITZ NAGY, personally known to me to be the same persons whose names are 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 10<sup>th</sup> day of Jan 1997.



Notary Public



THE COVENANTS, CONDITIONS, AND PROVISIONS REFERRED TO ON PAGE 1 ARE:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien 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 buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all building and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm, etc. under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable in the case of loss or damage to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and Mortgagors shall deliver all policies, including additional and renewal policies, to the Mortgagee and in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

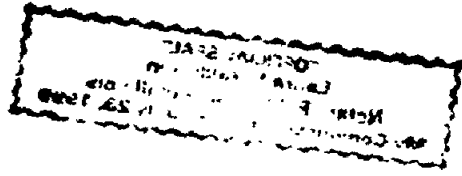
4. At such time as the Mortgagors are not in default either under the terms of the Note secured hereby or under the terms of this Mortgage, the Mortgagors shall have the privilege of making prepayments on the principal of the Note, either partially or in full, without penalty.

5. 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 upon written notice to Mortgagors, all unpaid indebtedness secured by this Mortgage shall become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note within fifteen (15) days of when due, or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgagors herein contained; or immediately in the case of default in making payment of any installment of principal or interest on any first Note and Mortgage to which this Mortgage may be subordinate.

6. In the case of default herein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other prior lien or title or claim thereof, or redeem 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 permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of Mortgagors.

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7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise as provided in the installment Note by which is secured by this mortgage, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, costs of litigation, including obtaining and preparing documentary and expert evidence for trial, court costs and fees, title insurance, and other similar charges as the Mortgagor may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the premises. In addition, all expenditures and expenses of the nature herein mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the highest rate permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be made a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

8. The proceeds of any foreclosure sale of the premises shall be distributed first on account of all costs and expenses incurred in conjunction with the foreclosure proceeds; second, to all ~~other~~ items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third to all principal and interest remaining unpaid on the Note; fourth, any overplus shall be distributed to Mortgagors, their heirs, legal representative or assigns, as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency 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 occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues, and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. 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.

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

12. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, or release.

13. 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.

14. Neither the Note which is secured hereby nor this Mortgage may be assigned, sold, pledged, transferred, or otherwise alienated by the Mortgagor without the prior written consent of the Mortgagee. The Note which is secured

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hereby shall be due upon the sale or other alienation of the property unless the written consent of the Mortgagee to such sale or alienation has been previously obtained. 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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This instrument was prepared by Laura S. Addelson, 500 Davis Center, Suite 701, Evanston, Illinois 60201.

Mail recorded document to Laura S. Addelson, 500 Davis Center, Suite 701, Evanston, Illinois 60201

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