

UNOFFICIAL COPY 98663897

Filed for Record at the Request of
After Recording Mail to:

8842/0100 46 006 Page 1 of 2
1998-07-29 15:33:28
Cook County Recorder 33.50

ZALMAN LAVAN
947 RIDGE AVE
EVANSTON, ILL

Prepared by
Greg Sultan
4654 W. Oakton
Skokie, Ill 60076

MORTGAGE

To secure payment of the sum of FIFTEEN THOUSAND Dollars (\$15,000.00), in accordance with the terms of that certain Promissory Note in the original sum of \$15,000.00, dated FEB. 8, 1998, GHEORGHE V. ROATIS, PERSONALLY ("Mortgagor") mortgages to ZALMAN LAVAN, ("Mortgagee") the following described real property:

Commonly known as : 6307-09 N. Bell, Chicago, Il PTN 14-06-104-008

See Reverse for legal Description Incorporated herein by this reference.

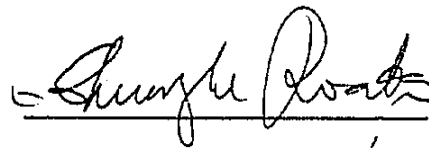
Mortgagor promises and agrees to pay before delinquency all taxes, special assessments, and other public charges levied, assessed, or charged against the above-described real property, and to keep all improvements on said real property insured against loss or damage by fire in the sum of THREE HUNDRED THOUSAND Dollars (\$300,000.00) for the benefit of Mortgagee and to deliver all insurance policies and renewals to Mortgagee at the following address: 947 RIDGE AVE., EVANSTON, ILL. In the event that Mortgagor fails to pay any installment of principal or interest secured hereby when due or to keep or perform any covenant or agreement contained herein, then the whole indebtedness secured by this instrument shall immediately become due and payable, at the election of Mortgagee.

If Mortgagor or any successor in interest to the Property should, without the prior written consent of Mortgagee, sell, convey, transfer, encumber, or alienate the Property, any part thereof, or any interest therein or be divested of Mortgagor's title or any interest therein in any manner, whether voluntary or involuntary, then in recognition of the reliance by Mortgagee on the ownership and management of the Property by Mortgagor which is a material inducement to Mortgagee to extend credit to Mortgagor and in recognition of the increased risk to Mortgagee upon the conveyance of the Property, Mortgagee, shall have the right to declare all sums secured hereby forthwith due and payable. Mortgagee may increase the interest rate of the Note by an amount then to be determined by Mortgagee to compensate Mortgagee for Mortgagee's increased risk. The following shall not be deemed to constitute a sale, transfer, or encumbrance for purposes hereof; a transfer by devise, descent, or operation of law upon the death of a joint tenant, if any.

If any litigation is instituted to enforce or interpret any provision hereof, or to foreclose this Mortgage, the prevailing party shall be entitled to collect, in addition to all other amounts and relief, its court costs, title search costs, and reasonable attorneys' fees incurred both at and in preparation for trial and any appeal or review, such amount to be set by the court before which the matter is heard. If Mortgagee is the prevailing party, such costs and attorneys' fees shall be secured by this Mortgage.

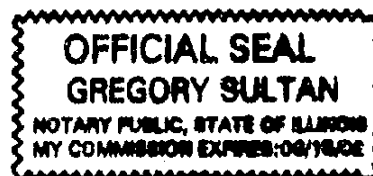
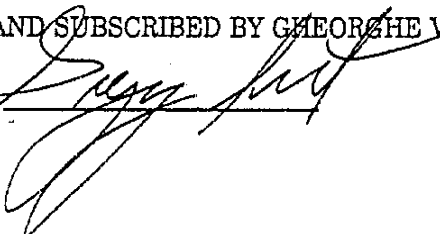
EXECUTED as of July 28 1998.

MORTGAGOR: GHEORGHE V. ROATIS, PERSONALLY



SWORN TO AND SUBSCRIBED BY GHEORGHE V. ROATIS, BEFORE ME ON JULY 28, 1998

Notary Public



COOK COUNTY
RECORDER
JERRY WHITE
800 N. LAKE

Property of Cook County Clerk's Office

LOT 8 IN BLOCK 2 IN WILLIAM L. WALTEN'S RESUBDIVISION OF THE VACATED WILLIAM L. WALTEN'S FABER ADDITION TO NORTH EDGEWATER, A SUBDIVISION ON THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RECORDED
INDEXED
MAY 12 1988
CLERK OF COOK COUNTY