

11 84 / 125284

Mortgage



Illinois - Residential Property

Amount \$ 15000.00

IL-2861L Rev.(4/98) L.C. 2/98 L.D 2/98

This Mortgage is made this 6 day of AUGUST,
1998, between

IRENE J. KAUFMAN
AKA IRENE KELENZON
ARTUR KELENZON

HUSBAND AND WIFE

(hereinafter called "Mortgagor") and

MELLON BANK, N. A.
MELLON BANK CENTER
PITTSBURGH, PENNSYLVANIA 15258

(hereinafter called "Mortgagee"). As used herein, the term "Mortgagor" refers individually and collectively to all Mortgagors, and all such persons shall be jointly and severally bound by the terms hereof.

Whereas, IRENE KELENZON

ARTUR KELENZON

(hereinafter individually and collectively called "Borrower") (is) (are) indebted to Mortgagee in the principal sum of

\$15,000.00

evidenced by a note, contract or letter of credit application ("the Note") dated AUGUST 6, 1998 Dollars (\$ 15000.00)

To secure the payment of all sums due or which may become due under the Note and any and all extensions or renewals thereof in whole or in part (all of which is hereinafter called the "Obligation"), and to secure performance of all obligations under the Note and this Mortgage, Mortgagor by these presents, intending to be legally bound, does

mortgage, grant, and convey unto Mortgagee and its successors and assigns all that certain property situated in

COOK County, Illinois, and more particularly described in Exhibit "A", attached hereto and made a part hereof;

Together With All the buildings and improvements erected thereon, the privileges and appurtenances thereunto belonging, and the reversions and remainders, rents, issues, and profits thereof (all of which is hereinafter called the "Mortgaged Property");

To Have And To Hold the same unto Mortgagee and its successors and assigns, Forever.

Provided, However, that upon payment in full of the Obligation, the estate hereby granted shall be discharged.

Mortgagor represents, warrants, covenants, and agrees that:

First: Mortgagor will keep and perform all the covenants and agreements contained herein.

Second: Without prior written consent of Mortgagee, Mortgagor shall not cause or permit legal or equitable title to all or part of the Mortgaged Property to become vested in any other person or entity by sale, operation of law, or in any other manner, whether voluntarily or involuntarily.

Third: Mortgagor warrants that Mortgagor owns the fee simple title to the Mortgaged Property free and clear of all liens, claims, and encumbrances except those to which Mortgagee has consented in writing. Mortgagor covenants that the Mortgaged Property shall continue to be held free and clear of all liens, claims, and encumbrances except as expressly permitted by Mortgagee in writing.

Fourth: Mortgagor will pay when due all taxes, assessments, levies, and other charges on or against the Mortgaged Property which may attain priority over the lien of this Mortgage. If Mortgagor fails to do so, Mortgagee at its sole option may elect to pay such taxes, assessments, levies, or other charges. At Mortgagee's request, Mortgagor shall deliver written evidence of all such payments to Mortgagee.

insurer or insurers will be chosen by Mortgagor, subject to approval by Mortgagee; and approval shall not be unreasonably withheld. All insurance policies shall contain loss payable clauses in favor of Mortgagee and shall be cancelable by the insurer only after prior written notice by the insurer to Mortgagee. Mortgagor shall deliver written evidence of all such insurance to Mortgagee.

Fifth: Mortgagor shall keep the Mortgaged Property in good repair, excepting only reasonable wear and tear. Mortgagor will permit Mortgagee's authorized representatives to enter upon the Mortgaged Property at any reasonable time for the purpose of inspecting the condition of the Mortgaged Property. Without the written consent of Mortgagee, Mortgagor will not permit removal or demolition of improvements now or hereafter erected on the Mortgaged Property, nor will Mortgagor permit waste of the Mortgaged Property or alteration of improvements now or hereafter erected on the Mortgaged Property which would adversely affect its market value as determined by Mortgagee.

If Mortgagor fails to obtain and keep in force any required insurance or fails to pay the premiums on such insurance, Mortgagee at its sole option may elect to do so. In the event of loss, Mortgagor shall give prompt notice to the insurer and Mortgagee. Mortgagee at its option may elect to make proof of loss if Mortgagor does not do so promptly, and to take any action it deems necessary to preserve Mortgagor's or Mortgagee's rights under any insurance policy.

Sixth: The term "hazardous substances" includes any substances, materials, or wastes that are or become regulated by any governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive, or other properties that may be hazardous to human health or the environment, as well as any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table, as amended from time to time.

Subject to the rights of the holders of any prior mortgage, insurance proceeds shall be applied to restoration or repair of the Mortgaged Property or to reduction of the Obligation, as Mortgagee may determine in its sole discretion. Mortgagor hereby appoints Mortgagee and its successors and assigns as Mortgagor's attorney-in-fact to endorse Mortgagor's name to any draft or check which may be payable to Mortgagor in order to collect such insurance proceeds.

Mortgagor warrants that the Mortgaged Property does not contain any hazardous substances and that no physical conditions hazardous to human health or safety are present on the Mortgaged Property, except as previously disclosed to Mortgagee in writing. Mortgagor will neither cause nor permit the deposit, creation, or presence of any hazardous substances or the creation or existence of any physical condition hazardous to human health or safety on the Mortgaged Property. Mortgagor will comply at Mortgagor's expense with all laws, regulations, rules, ordinances, and orders of courts or governmental agencies regarding the Mortgaged Property, now or hereafter in existence, including but not limited to those relating to hazardous substances. If Mortgagor fails to do so, Mortgagee may, at its option, take any action it deems in its sole discretion to be necessary to effectuate such compliance.

Eighth: Mortgagor hereby agrees to repay to Mortgagee on demand all sums which Mortgagee has elected to pay under Paragraphs Fourth and Seventh and any costs which Mortgagee has incurred in taking actions permitted by Paragraph Sixth, and all such sums, as well as any amounts for which Mortgagor has agreed to indemnify Mortgagee under Paragraph Sixth, shall, until repaid to Mortgagee, be a part of the Obligation and bear interest at the highest rate permitted by law (but not exceeding the contractual rate or rates of interest applicable to the Obligation by the terms of the Note).

Mortgagee shall have no obligation or liability at any time with regard to hazardous substances or any other physical conditions which may exist on the Mortgaged Property at any time. Mortgagor will indemnify and defend Mortgagee against any and all liabilities or losses of any type whatsoever which Mortgagee may incur by reason of any hazardous substances or other physical conditions which may exist on the Mortgaged Property at any time; provided, however, that if Mortgagee shall acquire sole possession of the Mortgaged Property, Mortgagor shall have no obligation under this paragraph on account of any condition which may thereafter come into existence and which was not caused by a previously existing condition. Mortgagor's obligations under this paragraph shall survive the termination and satisfaction of this Mortgage.

Ninth: Subject to the rights of the holders of any prior mortgage, Mortgagor hereby assigns to Mortgagee all proceeds of any award in connection with any condemnation or other taking of the Mortgaged Property or any part thereof, or payment for conveyance in lieu of condemnation.

Seventh: Mortgagor shall keep the Mortgaged Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Mortgagee shall require, in such amounts as Mortgagee shall require. Mortgagor will purchase flood insurance as and to the extent required by Mortgagee. The

Tenth: If the Mortgaged Property or any portion thereof consists of a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws, rules, and regulations of the condominium or planned unit development, and related documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded with this Mortgage, the covenants and agreements of such rider shall be incorporated herein as if the rider were a part hereof.

Eleventh: In order to further secure Mortgagee in the event of default in the payment of the Obligation or in the performance by Mortgagor of any of the covenants, conditions, or agreements contained herein, Mortgagor hereby assigns and transfers to Mortgagee and its successors and assigns any and all leases on the Mortgaged Property or any part thereof, now existing or which may hereafter be

made at any time, together with any and all rents, issues, and profits arising from the Mortgaged Property under said leases or otherwise. Mortgagee shall have no obligation to perform or discharge any duty or liability under such leases, but shall have full authorization to collect all rents under the leases or otherwise, to take possession of and rent the Mortgaged Property, and to take any action, including legal action, it deems necessary to preserve Mortgagor's or Mortgagee's rights under such leases. Mortgagor shall not collect any rent in advance of the date it is due.

Twelfth: In the event that (a) any warranty, covenant, or agreement contained herein is breached; (b) any representation or warranty contained herein or otherwise made by any Mortgagor in connection with this Mortgage proves to be false or misleading; (c) any default occurs under the terms of the Note or any agreement evidencing, securing, or otherwise executed and delivered by any Borrower or Mortgagor in connection with the Obligation; (d) any default occurs under the terms of any other mortgage or other instrument creating a lien on the Mortgaged Property; (e) a holder of any lien encumbering the Mortgaged Property or any portion thereof (whether such lien is junior or superior to the lien of this Mortgage) commences a foreclosure or any other proceeding to execute on such lien; (f) any Mortgagor becomes insolvent or makes an assignment for the benefit of creditors; or (g) any action, petition or other proceeding is filed or commenced under any state or federal bankruptcy or insolvency law, by Mortgagor or anyone else, regarding the assets of Mortgagor; then, in addition to exercising any rights which Mortgagee may have under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Obligation or which are otherwise provided by law, Mortgagee may foreclose upon the Mortgaged Property by appropriate legal proceedings and sell the Mortgaged Property for the collection of the Obligation, together with costs of suit and an attorney's commission equal to the lesser of (a) 20% of the amount due or \$500.00, whichever is greater, or (b) the maximum amount permitted by law. Mortgagor hereby forever waives and releases all errors in the said proceedings, stay of execution, and the right of inquisition and extension of time of payment.

Thirteenth: The rights and remedies of Mortgagee provided herein, in the Note, or in any other agreement securing repayment of, or relating to, any portion of the Obligation, or otherwise provided by law, shall be cumulative and may be pursued singly, concurrently, or successively at Mortgagee's sole discretion, and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Fourteenth: Mortgagor hereby waives all right of homestead exemption in the Mortgaged Property.

Fifteenth: If Mortgagor is a land trustee, this Mortgage is executed by Mortgagor not personally or individually but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. Notwithstanding any provision to the contrary set forth in this Mortgage, any recourse against Mortgagor shall be limited to the assets comprising the trust estate, and no personal liability shall be asserted or be enforceable against Mortgagor by reason of the terms, promises, agreements, covenants, warranties, representations, or other matters herein set forth, all such personal liability of Mortgagor being expressly waived. Nothing herein contained shall waive, modify, or otherwise adversely affect the personal liability expressly assumed by any person or entity other than the undersigned trustee.

Sixteenth: The covenants, conditions and agreements contained herein shall bind the heirs, personal representatives, and successors of Mortgagor, and the rights and privileges contained herein shall inure to the successors and assigns of Mortgagee.

Seventeenth: Except to the extent that Federal law applies, this Mortgage shall be governed in all respects by the laws of Illinois. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

UNOFFICIAL COPY

Signatures

Witness the due execution and sealing hereof the day and year first above written:

Mortgagor IRENE J. KAUFMAN
 x *Irene Kaufman* (Seal)
 Mortgagor ARTUR KELENZON
 x *Artur Kelenzon* (Seal)
 Mortgagor _____

Mortgagor AKA IRENE KELENZON
 x *Irene Kelenzon* (Seal)
 Mortgagor _____
 x _____ (Seal)
 Mortgagor _____

_____, as Trustee under Trust Agreement dated 1/1
 and known as Trust Number _____

By: _____ (Title) _____

ATTEST: _____ (Title) _____

Notarization (Individual)

State of Illinois _____

County of Cook

On the 31st day of August, 1998, before me personally came

IRENE J. KAUFMAN AKA IRENE KELENZON & ARTUR KELENZON, who, being

duly sworn, did acknowledge that THEY did sign the foregoing instrument, and that the same is THEIR free act and deed. In testimony whereof, I have hereunto subscribed my name.



Alexander Shapiro
 Notary Public
 x
 My Commission Expires: 3/27/00 Cook County

Notarization (Land Trustee)

State of Illinois _____

County of _____ } SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named _____ of _____, as Trustee under Land Trust Number _____, personally known to me to be the same persons whose names are subscribed to the foregoing as such _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said Trustee, caused the corporate seal of said Trustee to be affixed to said instrument as said _____ own free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, _____.

 Notary Public

Preparer of Mortgage

This Mortgage was prepared by *David J. H.*

Recorder's Acknowledgment

State of Illinois _____ } SS

County of _____

Recorded in the Office of the Recorder of Deeds in and for said County on the _____ day of _____,

_____, in Mortgage Book Volume _____, page _____.

Witness my hand and the seal of said office the day and year aforesaid.

Recorder _____

x _____



From IRENE J. KAUFMAN
ARTUR KELENZON

To MELLON BANK, N. A.



Recorder's mail to
MELLON BANK N.A.
P.O. BOX 149
PITTSBURGH, PA 15230-0149

A01191241
0100 00152

LEGAL DESCRIPTION: ALL THAT PARCEL OF
LAND IN VILLAGE OF GLENVIEW, COOK COUNTY,
STATE OF ILLINOIS, AS MORE FULLY
DESCRIBED IN DEED DOC # 95579499, ID#
04-32-200-050-1021, BEING KNOWN AND
DESIGNATED AS UNIT E-205 IN GLENCOVE
ESTATES CONDOMINIUM, SECTION 32, TOWNSHIP
42 NORTH, RANGE 12 EAST. *COND DECLARATION No
95341019.*

BY FEE SIMPLE DEED FROM GLENCOVE
CONVERSION PARTNERS L. P. AS SET FORTH
IN DOC # 95579499 DATED 08/25/1995 AND
RECORDED 08/31/1995, COOK COUNTY RECORDS,
STATE OF ILLINOIS.

04-32-200-050-1021

080598 16:12

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Condominium Rider



THIS CONDOMINIUM RIDER is made this 6

day of AUGUST 1998, and is incorporated into and shall be deemed to amend and supplement a Mortgage dated of even date herewith (the "Mortgage") given by the undersigned (the "Mortgagor") to secure the indebtedness of

IRENE J KAUFMAN
ARTUR KELENZON
("Borrower") to
MELLON BANK, N.A.
("Mortgagee") evidenced by a note, note and security agreement, letter of credit application, or letter of credit agreement (the "Note") dated 8/6/98

in the original principal amount of
\$ 15000.00 and covering the property described in the Mortgage and located at 1002 CASTILIAN CT 205 GLENVIEW IL 60025 (the "Property").

The Property comprises a unit(s) in, together with an undivided interest in the common elements of, a condominium project known as

GLENCOVE ESTATES
(the Condominium Project").

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Mortgage, Mortgagor and Mortgagee further covenant and agree as follows:

A. Assessments. Mortgagor shall promptly pay, when due, all assessments imposed by the Owners' Association or other governing body of the Condominium Project (the "Owners' Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners' Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require, and in such amounts and for such periods as Mortgagee may require, then:

(i) Mortgagor's obligation to maintain hazard insurance coverage on the Property is deemed satisfied; and

(ii) the provisions in the Mortgage regarding application of hazard insurance proceeds shall be superseded by any provision of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the Mortgage. For any period of time during which such hazard insurance coverage is not maintained, the provisions of such subparagraph B(i) and the immediately preceding sentence of subparagraph B(ii) shall be deemed to have no force or effect. Mortgagor shall give Mortgagee prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds under a hazard insurance policy maintained by the Owners' Association in lieu of restoration or repair following a loss to the Property, whether to the unit(s) or to common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Mortgagee for application to the sums secured by the Mortgage, with the excess, if any, paid to Mortgagor.

C. Mortgagee's Prior Consent. Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, partition or subdivide the Property or suffer the same or consent to or suffer:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners' Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project;

(iii) the effectuation of any decision by the Owners' Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including the covenant to pay, when due, condominium assessments, then Mortgagee may invoke any default remedies provided under the Mortgage.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

Witness the dual execution hereof.

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Individual: IRENE J. KAUFMAN

[Signature] (Seal)

Address: 1002 CASTILIAN CT 205

GLENVIEW IL 60025

Individual: ARTUR KELENZON

[Signature] (Seal)

Address: 1002 CASTILIAN CT 205

GLENVIEW IL 60025

Corporation or Other Entity

By: (Signature and Title) [Signature] (Seal)

X [Signature] (Seal)

By: (Signature and Title) [Signature] (Seal)

X [Signature] (Seal)

Business Address

Business Address

Business Address

Business Address

Business Address

Business Address

Business Address

Business Address

UNOFFICIAL COPY

Property of Cook County Clerk's Office