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Cook County Recorder 35.00

GEORGE E. COLE® No.103 REC
LEGAL FORMS February 1996



MORTGAGE (ILLINIOS)
For Use With Note Form No. 1447

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Above Space for Recorder's use only

THIS AGREEMENT, made February 10 19 99, between Kenneth and Karen Stoller
816 Seers Drive Schaumburg Illinois

herein referred to as "Mortgagors," and William D. Staley, as Trustee of the William D. Staley
Trust dated November 16, 1973, or his Successors and Trust 229 East Lake Shore Drive, Chicago
herein referred to as "Mortgagee," witnesseth: (No. and Street) (City) (State) Illinois
consolidated mortgage

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the consolidated mortgage note of even date herewith,
in the principal sum of Two Hundred Nine Thousand and NO/100 DOLLARS (\$ 209,000.00),
payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the
said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due
on the 1 day of February, XX 2008, and all of said principal and interest are made payable at
such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the
office of the Mortgagee at 229 East Lake Shore Drive, Chicago, Illinois

NOW, THEREFORE, the Mortgagors to secure the payment of the 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt
whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's
successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying
and being in the Village of Schaumburg, COUNTY OF COOK IN STATE OF ILLINIOS, to wit:

Lot 8 in Block 1 in Essex Club Subdivision Unit No. 2, being a Subdivision of part
of the Northeast 1/4 of Section 23, Township 41 North, Range 10, East of the Third
Principal Meridian, in Cook County, Illinois.

which, with the property herein after described, is referred to herein as the "premise,"

Permanent Real Estate Index Number(s): 07-23-209-009

Address(es) of Real Estate: 816 Seers Drive, Schaumburg, Illinois 60173

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 Mortgagors may 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, inador beds, awnings, stoves 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

box 318 JLG

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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 the Mortgagees do hereby expressly release and waive.

Kenneth and Karen Stoller

The name of a record owner is:

This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagees, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagees the day and year first above written.

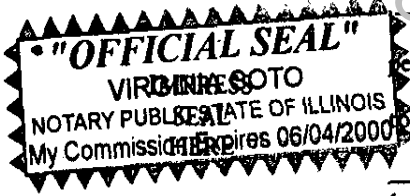
Handwritten signatures of Kenneth Stoller and Karen Stoller with (SEAL) markings.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Blank lines for printing names and signatures, with (SEAL) markings.

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 Kenneth Stoller and Karen Stoller



Personally known to me to be the same person 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, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 17th day of May 1999. Commission expires June 4 192000 Virginia Soto NOTARY PUBLIC

This instrument was prepared by Jon L. Glickstein, Esq., Arnstein & Lehr, 120 S. Riverside Plaza, (Name and Address) Suite 1200, Chicago, Illinois 60606

Mail this instrument to Jon L. Glickstein, Esq., Arnstein & Lehr, 120 S. Riverside Plaza, Suite 1200 (Name and Address) Chicago Illinois 60606 (City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

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 thereof; (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 ordinances 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. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. 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 such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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 case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, 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 attorney's 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 now 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 the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. 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 without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby shall become due whether by acceleration or otherwise, 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 Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably 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 the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now 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 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.

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11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, 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, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the 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 then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have 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.

13. 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.

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

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. 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.

17. 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.

18. 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.

County Clerk's Office
99563130

**RIDER TO MORTGAGE DATED FEBRUARY 10, 1999
("MORTGAGE") EXECUTED BY KENNETH AND KAREN STOLLER
(COLLECTIVELY, "MORTGAGOR") IN FAVOR OF WILLIAM D. STALEY AS
TRUSTEE OF THE WILLIAM D. STALEY TRUST DATED NOVEMBER 16, 1973, OR
HIS SUCCESSORS AND TRUST ("MORTGAGEE") PERTAINING TO THE
PROPERTY LOCATED AT 816 SEERS DRIVE, SCHAUMBURG, ILLINOIS**

R.1. **Conflict.** In the event of any conflict between the terms and provisions of this Rider and the terms and provisions of the Mortgage, the terms and provisions of this Rider shall govern and control the rights and obligations of the parties hereto.

R.2. **Tax Deposits.** Mortgagor covenants and agrees to deposit with Mortgagee, commencing ten (10) days following written request of the Mortgagee, and on the first day of each month thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to (a) one-twelfth (1/12th) of the annual taxes and assessments (general and special), as reasonably determined by Mortgagee. Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due.

R.3. **Acceleration of Indebtedness in Event of Default.** Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

- a. Mortgagor fails to pay within ten (10) days after the date when due (i) any installment of principal or interest payable pursuant to the Note, or (ii) any other amount payable pursuant to the Note or Mortgage after ten (10) days written notice;
- b. Mortgagor fails to promptly perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under (i) the Note, or (ii) this Mortgage within thirty (30) days after written notice from Mortgagee; provided, however, that if the failure of Mortgagor is not capable of being cured within said thirty (30) day period, then so long as Mortgagor has and continues to diligently pursue cure Mortgagor shall have a period not to exceed ninety (90) days after Mortgagee's original written notice of such failure of performance or observance to cure the same and an Event of Default shall not be deemed to exist during said ninety (90) day period;
- c. Any sale, transfer, lease, assignment, conveyance, financing, lien or encumbrance made in violation of this Mortgage.

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the indebtedness hereby secured to be immediately due and payable with notice to Mortgagor,

with interest thereon from the date of such Event of Default at the rate set forth in the Note.

R.4. Compliance with Illinois Mortgage Foreclosure Law.

a. In the event that any provision of this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (herein called the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

b. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

c. *Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.*

R.5. Transfer of Premises; Further Encumbrance. Mortgagor agrees that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises, the placement or granting of liens on all or any part of the Premises, or the placement or granting of an improvement loan, or any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the Premises, without Mortgagee's prior written consent shall be deemed to be and shall be an Event of Default hereunder.

R.6. Insurance. Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee

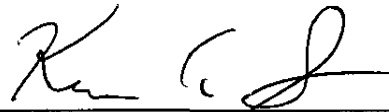
R.7. Acceleration; Remedies. Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagee's breach of any covenant or agreement in this Mortgage. The notice shall specify; (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Mortgagee, 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 Mortgage, foreclosure by judicial proceeding and sale of the Premises. The notice shall further inform 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 Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee, at its

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option, may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph R.7., including, but not limited to, reasonable attorneys' fees and costs of title evidence.

R.8. Waiver of Homestead. Mortgagee waives all right of homestead exemption in the Premises.

IN WITNESS WHEREOF, the undersigned, have executed this Rider on the day and year first above written.



KENNETH STOLLER



KAREN STOLLER

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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 KENNETH AND KAREN STOLLER, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of May, 1999.

Virginia Soto (SEAL)
Notary Public
My Commission Expires: 6-4-2000



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