

UNOFFICIAL COPY



99340788

**COOK COUNTY
RECORDER**

**EUGENE "GENE" MOORE
SKOKIE OFFICE**

SUBORDINATE TO MORTGAGE MADE TO HOME SAVINGS OF AMERICA,
F.S.B. IN THE AMOUNT OF \$496,000.00

SECOND MORTGAGE

99340788

1235/0040 09 006 Page 1 of 8
1999-04-09 14:42:34
Cook County Recorder 35.50

THIS PURCHASE MONEY MORTGAGE (the "Mortgage") is made this 29th day of April, 1996 between Barry J. and Roberta M. Isaacson ("Mortgagor"), whose address is 2038 North Dayton, Chicago, Illinois 60614 and William and Dorothy Isaacson ("Mortgagee"), whose address is 823 Leamington, Wilmette, Illinois 60091.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Sixty Thousand Dollars (\$60,000.00), which indebtedness is evidenced by that certain Purchase Money Mortgage Note of even date herewith (the "Note"), providing for any accrued and unpaid interest, if not sooner paid as required by the Note, to be due and payable on

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note, the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor in the Note and this Mortgage contained, Mortgagor does hereby Mortgage, grant and convey to Mortgagee the real estate described in Exhibit A attached hereto and by this reference made a part hereof (which, together with the property mentioned in the next three (3) succeeding paragraphs, is hereinafter referred to as the "Property").

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, roads, streets, avenues and alleys adjoining such real estate; and

TOGETHER with all right, title and interest of Mortgagor now owned or hereafter acquired, in and to all and singular tenements, hereditaments, privileges, easements, franchises and appurtenances belonging or in any way appertaining to such real estate, and the reversions, rents, issues and profits thereof, including all interest of Mortgagor as landlord in and to all present and future leases, tenancies and occupancies or space in the buildings located thereon, subject, however, to the right, power and authority hereinafter given to and conferred upon Mortgagor to collect and apply such rents, issues and profits; and

TOGETHER with all buildings and improvements of every kind and description now or hereinafter erected or placed upon such real estate and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to, contained in or used in connection with such buildings, improvements and materials, and all replacements or substitutions therefor, it being mutually agreed that all such property owned by Mortgagor and placed on the Property shall, so far as permitted by law, be deemed to be fixtures, a part of the

*SM
DW*
Dated prior to 1-1-95

realty, security for said indebtedness and covered by this Mortgage.

TO HAVE AND TO HOLD the Property, together with all rights, privileges and appurtenances thereto, subject always to the terms and conditions of this Mortgage.

MORTGAGOR AND MORTGAGEE ALSO AGREE AS FOLLOWS:

1. Until any default in payment of any indebtedness hereby secured or until breach of any of the covenants, agreements, terms or conditions of this Mortgage, which default or breach shall not have been cured within the notice and grace period applicable thereto, Mortgagor, its successors and assigns, shall possess and enjoy the Property and shall receive the rents, issues and profits thereof.

2. Mortgagor shall pay the principal and interest on the indebtedness evidenced by the Note at the times and in the manner provided in the Note.

3. Mortgagor shall keep the Property free from statutory liens of every kind, and shall pay, before delinquency and before any penalty for non-payment attaches thereto, all general and special real estate taxes and assessments (including, but not limited to, sewer, sidewalk and street lighting assessments) levied against the Property; provided, however, that Mortgagor shall not be in default under this Paragraph 3 if it is diligently contesting any such liens, taxes or assessments.

4. Mortgagor shall keep the Property insured against loss or damage from fire and other customarily covered hazards and casualties, with customary mortgagee provisions for the benefit of Mortgagee. Mortgagee agrees, however, that anything in this Paragraph 4 to the contrary notwithstanding, provided Mortgagor is not in default hereunder (which default has not been cured within the notice and grace period applicable thereto) at the time of a loss which is covered by any such insurance, Mortgagee shall make any insurance proceeds available as a result of any such loss payable to Mortgagor for the purpose of restoring the Property. Mortgagor shall carry and maintain such public liability insurance in form and amount customary for properties comparable to the Property. Evidence of all such insurance, with the premiums therefor prepaid, shall be deposited with Mortgagee. To the extent obtainable without extra cost, all such insurance policies shall contain a provision for ten (10) days' notice to Mortgagee prior to any cancellation thereof. All insurance required by this Paragraph 4 shall be issued by companies licensed and authorized to issue insurance in the State in which the Property is located.

5. Mortgagor shall: (a) not commit any waste on or to the Property, and shall keep and maintain the Property in at least as good a state repair and condition as exists on the date hereof, ordinary wear and tear excepted; (b) comply with all statutes, orders, requirements or decrees relating to the Property by any Federal, State or Municipal authority having jurisdiction with respect thereto, unless the alleged non-compliance involves a matter or condition existing as of the date hereof; (c) observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions which are applicable to the Property; and (d) permit Mortgagee or its

agents, at all reasonable times, to enter upon and inspect the Property; provided, however, that with respect to clauses (b) and (c) of this Paragraph 5, Mortgagor shall not be in default thereunder if it is diligently contesting the validity or applicability thereof.

6. If the Property, or any part thereof, is taken or damaged, permanently or temporarily (including, without limitation, any taking or damage by reason of any public improvement or condemnation proceedings), or if any change in grade of streets be made or required, Mortgagor shall receive all compensation, awards or payments (including, without limitation, severance and consequential damages) made with respect thereto, and apply so much thereof as is necessary for the purpose of restoring the Property. Mortgagor shall give Mortgagee notice of the commencement of any condemnation proceedings under eminent domain and shall deliver to Mortgagee copies of any and all papers served upon it in connection therewith.

7. Mortgagor and Mortgagee, within ten (10) days after receipt of a request therefor, shall furnish to the other party a written certification confirming the amount due on the Note and containing a statement as to whether it has knowledge of any defaults, offsets or defenses with respect to the Note, this Mortgage, or any other document securing the Note.

8. With respect to any part of the Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real property, Mortgagor does hereby grant to Mortgagee a security interest in such part of the Property as provided for in the Uniform Commercial Code of the State in which the Property is located.

9. If Mortgagor fails to make any payment or do any act as provided for in this Mortgage within the notice and grace period applicable thereto, then Mortgagee may, at its option (but without obligation to do so), and without releasing Mortgagor from any obligation with respect thereto: (i) make or do the same in such manner and to such extent as it may deem reasonably necessary to protect the security of this Mortgage; (ii) commence, appear in, and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (iii) pay, purchase, contest or compromise any encumbrance, charge or lien which is superior to the lien of this Mortgage; and (iv) in exercising any such powers, pay all reasonable necessary expenses and employ legal counsel and pay its reasonable fees. Mortgagor shall reimburse Mortgagee for all sums expended by Mortgagee pursuant to and in accordance with this Paragraph 9 to protect the security of this Mortgage, with interest thereon from the date the expenditure was paid by Mortgagee at the rate of interest per annum provided for in the Note, and all such sums shall be secured by this Mortgage and prior to any right, title, interest in or claim to the Property attaching or accruing subsequent to the date of this Mortgage.

10. If Mortgagor shall have paid all sums due under the Note and this Mortgage, then this Mortgage shall become null and void and Mortgagor shall be released, without expense to Mortgagor (other than normal and customary recording fees). Mortgagee shall promptly execute and deliver to Mortgagor a release of this Mortgage, in form suitable for recording and otherwise in form reasonably satisfactory to Mortgagor.

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Notwithstanding anything to the contrary contained in the Note or this Mortgage, if Mortgagor desires to convert the Property or any part thereof to a condominium form of ownership, Mortgagee shall execute the condominium declaration and any other documentation necessary to effectuate such a conversion in the State in which the Property is located.

11. If a default shall occur in the payment of any interest or principal required to be paid pursuant to the Note and such default shall not be cured within fifteen (15) days after receipt of notice of such default by Mortgagor from Mortgagee, or in the case of the breach of any other covenants, agreements, terms or conditions herein contained (which breach shall not have been cured within thirty (30) days after notice thereof is received by Mortgagee from Mortgagee, provided, however, that if a breach cannot reasonably be cured within such thirty (30) day period, Mortgagor shall, if Mortgagor is diligently pursuing the cure of such breach, have additional time as may be reasonably necessary to cure such breach), then the following provisions shall apply:

(a) All sums secured by this Mortgage may, at the option of Mortgagee, become immediately due and payable without presentment, demand or further notice.

(b) Mortgagee may immediately foreclose this Mortgage. The court in which the foreclosure proceeding is pending may, at once or at any time thereafter, either before or after sale, without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby and without regard to the then value of the Property, appoint a receiver (the provisions for the appointment of a receiver being an express condition upon which the loan secured hereby is made) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the Property due and to become due during and until the completion of the foreclosure proceeding. The receiver, out of such rents, issues and profits when collected, may (i) pay costs incurred for the management and operation of the Property; (ii) pay and discharge prior liens, if any, as the obligations secured thereby mature; (iii) pay when due taxes, assessments, insurance premiums and water and other utilities; and (iv) pay all or any part of the indebtedness secured hereby.

(c) To the fullest extent permitted by law, Mortgagee may, at its option, have the right, acting through its agents or attorneys, to enter upon and take possession of the Property, to collect or receive all the rents, issues and profits thereof, to manage and control the same, to lease the same or any part thereof from time to time and, after deducting all reasonable attorneys' fees and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Property, to apply the remaining net income to the indebtedness secured by this Mortgage.

(d) Mortgagee may proceed under the Uniform Commercial Code as applicable in the State in which the Property is located (the "Commercial Code") as to all or any part of the chattels, personal property, equipment and fixtures included in the Property, and Mortgagee shall have and may exercise with respect to all such chattels,

personal property, equipment and fixtures, all the rights, remedies and powers of a secured party under the Commercial Code, including, without limitation, the right and power to replevy, sell or otherwise dispose of, foreclose upon, lease or utilize all or any part of such chattels, personal property, equipment and fixtures in any manner authorized or permitted under the Commercial Code.

12. The failure of Mortgagee to exercise the option for acceleration of the Note and foreclosure following any default as provided for in Paragraph 11 above, or to exercise any other option or remedy granted to Mortgagee under this Mortgage in any one or more instances, shall not constitute a waiver of any such default nor extend or affect the applicable grace period, but such option shall remain continuously in force. Acceleration of the Note, once claimed by Mortgagee, may at the option of Mortgagee, be rescinded by notice to that effect by Mortgagee to Mortgagor.

13. Nothing contained in this Mortgage or in any document or transaction related hereto shall be construed or shall operate, either presently or prospectively, to require Mortgagor to pay interest at a rate greater than is lawful in such case to contract for, but, if necessary to avoid an unlawful rate of interest, shall require payment of interest only to the maximum extent of such lawful rate.

14. The Property, this Mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State in which the Property is located.

15. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Mortgagee" shall mean the holder of the Note, whether or not named as Mortgagee herein. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

16. All notices required or permitted under this Mortgage shall be in writing and shall be either personally served or sent by registered or certified mail, return receipt requested, postage prepaid:

(a) If to Mortgagee:

William and Dorothy Isaacson
823 Leamington
Wilmette, Illinois 60091

(b) If to Mortgagor:

Barry J. and Roberta M. Isaacson
2038 North Dayton
Chicago, Illinois 60614

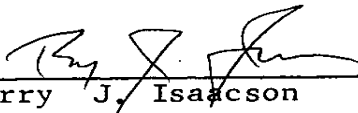
or such other address as a party may from time to time direct by notice in accordance with this Paragraph 17. All notices given in accordance with the terms of this Paragraph 17 shall be deemed effective upon receipt by the addressee.

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17. If the Note is placed in the hands of an attorney for collection, or if the Note shall be collected in any court, Mortgagor shall pay to Mortgagee reasonable attorneys' fees as determined by the court.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as of the date first written above.

MORTGAGOR:



Barry J. Isaacson



Roberta M. Isaacson

Property of Cook County Clerk's Office

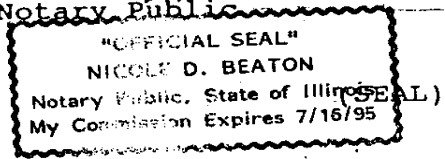
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, NICOLE D. BEATON, a Notary Public in and for said County in the State aforesaid, do hereby certify that Barry J. Isaacson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of MAY, 1994.

[Signature]
Notary Public



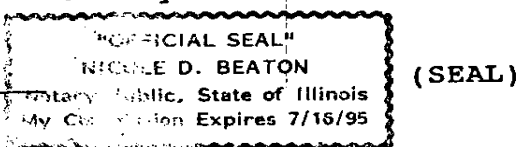
My Commission Expires: 7/16/95

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, NICOLE D. BEATON, a Notary Public in and for said County in the State aforesaid, do hereby certify that Roberta M. Isaacson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of MAY, 1994.

[Signature]
Notary Public



My Commission Expires: 7/16/95

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EXHIBIT A

LEGAL DESCRIPTION

LOT 9 IN BLOCK 7 IN CASHMAN'S SUBDIVISION OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 14-32-227-029

COMMONLY KNOWN AS:: 2038 NORTH DAYTON STREET, CHICAGO, ILLINOIS 60614



WILLIAM M. ISAACSON
P23 LEAMINGTON
WILMOTTS, ILLINOIS 60091

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EXHIBIT

MAIL TO:

WILLIAM M. ISAACSON
823 CRAWFORD
WILMETH, ILLINOIS 60091



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