

This Mortgage, UNOFFICIAL COPY

3660531
made at Buffalo Grove, Illinois this 5th day of September,

1987, by and between Marilyn Lieberman, divorced and not remarried, and Irwin Berliner, divorced and not remarried

(hereinafter, whether one or more, called the "Mortgagor"), and Continental Bank of Buffalo Grove, N.A., a national banking association, having its principal office at 555 W. Dundee, Buffalo Grove, Illinois 60090 (hereinafter called the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee, which said indebtedness is evidenced by one certain installment note (the "Note") of the Mortgagor, of even date herewith, made payable to the order of Continental Bank of Buffalo Grove, N.A. a national banking association, and delivered, in the amount of One hundred seventy thousand six

hundred twenty five and 00/100 Dollars

(\$170,625.00) and providing for interest on the unpaid balance thereof at the rate specified therein, all payable in installments as provided in the Note, with a final payment of principal and interest due, if not sooner prepaid in accordance with the prepayment privilege therein contained, on September 18, 1992

All of said principal and interest is payable in lawful money of the United States of America at the office of Continental Bank of Buffalo Grove, N.A. or at such place as the legal holder of the Note may from time to time appoint in writing.

NOW, THEREFORE for the purpose of securing the payment of the principal of and interest on the Note and the performance of the covenants and agreements herein contained to be performed by the Mortgagor, the Mortgagor hereby conveys and warrants

unto the Mortgagee, its successors and assigns, the following described real estate situated in the County of Cook and State of Illinois, to-wit:

LOT 71 IN SCOTT'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO, SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Address: 1711 N. Halsted, Chicago, Il. 60614

Real Estate Index Number: 14-33-313-010

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor 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, awnings, stoves, water heaters, built-in ovens, washers, dryers and disposal units. 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 shall be considered as constituting part of the real estate, and all of which together with the real estate are hereinafter sometimes referred to as the "premises" or the "mortgaged property."

TO HAVE AND TO HOLD the mortgaged property unto the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, hereby releasing and waiving all rights of the Mortgagor under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

Mortgagor covenants and agrees:

1. Mortgagor shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter constituting part of the premises which may become damaged or be destroyed (unless Mortgagee shall elect to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage); (ii) keep the 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; (iii) 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 Mortgagee; (iv) complete, within a reasonable time, any building or buildings or other improvements now or at any time in process of erection upon the above described real estate; (v) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (vi) make no material alterations or additions to the premises except as required by law or municipal ordinance or as consented to in writing by Mortgagee, but in no event suffer or permit any removal or demolition of any part of the premises, nor suffer or permit the premises to be abandoned or to be used for a purpose other than that for which the premises are presently used or represented to Mortgagee to be used; (vii) appear in and defend any proceedings which, in the opinion of the Mortgagee, impairs the security afforded hereby.

2. The Mortgagor agrees to deposit with the Mortgagee on each day on which an installment payment is to be made on the Note, until the indebtedness hereby secured shall have been fully paid, an amount equal to the amount estimated by the Mortgagee to be annually payable with regard to the premises, on real estate taxes, special assessment levies, property insurance premiums, and any similar charges divided by the number of installments to be made on the Note in each year beginning with first day on which an installment payment is to be made thereunder. Said sums shall be held by the Mortgagee, without any allowance or payment of interest, for application for payment of taxes, special assessment levies and insurance premiums when due. The Mortgagor further agrees to deposit, within 10 days after receipt of demand therefor, any deficiency in the aggregate of such monthly deposits, in the event the tax, special assessment levies or insurance bills when issued, shall be in excess of the aggregate of such deposit being held for payment of such charge. All such deposits are pledged as additional security for payment of the indebtedness secured hereby and, in the event of a default in any of the provisions contained in this Mortgage or in the Note, at the option of the Mortgagee, the Mortgagee may, without being required to do so, apply any monies at the time on deposit to payment, in whole or in part, of any of the Mortgagor's obligations herein or in the Note contained in such order and manner as the Mortgagee may elect. The Mortgagee shall be under no obligation to obtain the tax, special assessment levies or insurance bills or to ascertain the correctness thereof, nor shall the Mortgagee be obligated to attend to the payment thereof, except on timely presentation of such bills, provided, however, the Mortgagee may make payment authorized in this Mortgage relating to taxes or assessments or insurance bills according to any bill, statement or estimate which it may elect to procure from the appropriate public office or company, as the case may be, 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. The Mortgagor shall pay, before any penalty attaches, all taxes, assessments, water charges, sewer charges and other charges against the premises, for which sums as aforesaid are not deposited with the Mortgagee.

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3. Until all unpaid indebtedness secured hereby is fully paid (or in case of foreclosure, until the expiration of the period of redemption, if any) the Mortgagor shall keep the buildings and improvements now or hereafter constituting part of the premises insured in an amount satisfactory to the Mortgagee (but the Mortgagee shall not require an amount exceeding the full insurable value of such buildings and improvements) against damage by fire (with extended coverage, vandalism and riotous mischief endorsements). The Mortgagor further agrees to maintain in full force and effect such other insurance as the Mortgagee may require, including any required flood insurance, in such amounts as shall be adequate to protect the mortgaged property, and in companies approved by the Mortgagee and shall pay or provide for payment of premiums on such insurance as provided herein or in such other manner the Mortgagee may reasonably request. All such insurance policies shall be delivered to and remain with the Mortgagee during said period or periods, and each shall contain the standard mortgage clause making all sums recoverable upon said policies payable to the Mortgagee. Acceptance by the Mortgagee of an insurance policy deposited by the Mortgagor or the purchase of insurance by the Mortgagee upon the Mortgagee's failure to do so, will not constitute an admission either (i) that the building and improvements or the premises are fully insured, or (ii) that the policy satisfies all the requirements of that Mortgage. In the case of loss covered by any of such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion, all claims thereunder and in such case, the Mortgagor covenants to sign upon demand, or the Mortgagee may sign or endorse in the Mortgagor's behalf all necessary proofs of loss, receipts, releases, and other papers required by the Mortgagee to be signed by the insurance companies. At the option of the Mortgagee, all or part of the proceeds of any such insurance may be applied either to the restoration of the premises or to the reduction of the indebtedness secured hereby. In the event the premises are restored, the Mortgagor agrees to pay the Mortgagee its customary fee for such services.

4. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any mortgaged property taken or for damages to any mortgaged property not taken, and all condemnation money so received shall be forthwith applied by the Mortgagee as it may elect to the immediate reduction of the indebtedness secured hereby or to the repair and restoration of any mortgaged property so damaged, upon the same conditions and with the same effect as provided in paragraph 3 with reference to the application of insurance moneys recovered by the Mortgagee.

5. Upon default of Mortgagor or any agreement herein, Mortgagee may, but need not, make any payment or perform any act required of the Mortgagor in this Mortgage in any form and manner deemed expedient, and in any event may, but need not, make full or partial payment of principal or interest or on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereon, or redeem from any tax sale or foreclosure regarding said premises or commit any tax assessment. All monies paid for any of the purposes herein authorized or by reason of the failure of the Mortgagor to perform the covenants in this Mortgage contained, and all expenses paid or incurred in connection therewith, including, without limitation, attorneys fees, and any other monies advanced by the Mortgagee to protect the premises and the lien hereon, plus reasonable compensation to the Mortgagor for each matter concerning which action is authorized under this Mortgage may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the maximum rate allowed by law. Without limiting in any way the generality of the foregoing, all expenditures and expenses when paid or incurred by the Mortgagee in connection with (i) any proceeding, including, without limitation, probate and bankruptcy proceedings, to which the Mortgagee shall be or made a party, either as plaintiff, claimant, or defendant by reason of this Mortgage or any indebtedness hereon, or (ii) preparations for the commencement of any suit for the foreclosure hereon after accrual of such right to foreclose, whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceedings which might affect the premises or the security hereon, whether or not actually commenced; or (iv) enforcement in any of the provisions of the Note or of this Mortgage, shall become so much additional indebtedness secured hereby and payable at the time and with interest as aforesaid.

Any such action of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor under the Note or this Mortgage. Each right, power or remedy herein conferred upon the Mortgagee is cumulative with every other right of the Mortgagee whether herein or by law or equity conferred.

6. Mortgagor shall pay each item of indebtedness hereon and in the Note, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee, and without notice to or demand upon the Mortgagor or to any other person obligated or bound by the Note, all unpaid indebtedness secured by this Mortgage shall become due and payable, notwithstanding anything in the Note or in this Mortgage to the contrary. (i) seven days after default in making payment of principal or interest on the Note or in the payment of any other indebtedness arising under this Note or the Mortgage if any such default shall not be cured within such seven days, or (ii) ten days after default shall occur in the performance of any other agreement of the Mortgagor herein contained and if such default shall not be cured within such ten days.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Mortgagor hereby waives all right to the possession, income, and rents of the premises, and if and when it shall be lawful for the Mortgagor, and the Mortgagee is hereby expressly authorized and empowered, to enter into and upon, take possession of the premises, to lease the same, collect and receive all rents, issues and profits thereon and apply the same, less the necessary expenses of collection thereof, for the care, operation, and preservation of the premises, including, without limitation, the payment of fees, insurance premiums, cost of operation of the premises, taxes, assessments, interest, penalties and water charges, or at the election of the Mortgagee, in its sole discretion, to apply all or any part thereof to a reduction of said indebtedness; and it is further expressly covenanted and agreed that, upon any such breach, the Mortgagee shall have the right to immediately foreclose this Mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at once, or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor, or to any party claiming under the Mortgage and without regard to the value of the premises or whether the same shall then be occupied, in whole or in part, as a homestead by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceedings, appoint a receiver for the benefit of the Mortgagee, with power to take possession, charge and control of the premises, to lease the same, to keep the building thereon insured and in good repair, and to collect all the rents, issues and profits of the period of redemption, and the court may, from time to time, authorize said receiver to apply the net amount remaining in his hands, after deducting reasonable compensation for the receiver and his attorney as allowed by the court, in payment of (a) whole or in part) of any or all of the following items in such order of priority as the Mortgagee may determine: (i) insurance premiums or repairs as aforesaid, upon the improvements upon said premises, (iv) taxes, special assessments, water charges and interest, penalties and costs, in connection therewith, or (v) any other lien or charge upon the premises that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same.

8. In case of foreclosure of this Mortgage, or the commencement of foreclosure proceedings or preparation thereon, all expenses of every kind paid or incurred by the Mortgagee in or about the enforcement, protection, or collection of this Mortgage, including, without limitation, reasonable costs, attorney's fees, and stenographer's fees for the complainant in such proceedings or preparation thereon, advertising costs, outlays for documentary evidence, and the cost of such title insurance or commitments therefor as deemed necessary by Mortgagee, in its sole judgment, shall be paid by the mortgagor, and all similar fees, costs, charges and expenses paid or incurred by the Mortgagee in any other suit or legal proceeding in which it shall be or be made a party by reason of this Mortgage, all moneys advanced by the Mortgagee for any purpose authorized in this Mortgage, with interest on such advances at the maximum rate allowed by law, shall also be paid by the Mortgagor and all such fees, costs, charges and expenses shall constitute so much additional indebtedness secured by this Mortgage, and shall be allowed in any decree of foreclosure hereon. No proceeding to foreclose this Mortgage, whether or not decree of foreclosure has been entered, shall be dismissed, nor shall a release of this Mortgage be given until all such expenses, charges, and costs of suit, including Mortgagee's, attorney's, and stenographer's fees, shall have been paid.

9. No action for the enforcement of the lien or of any provisions 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.

10. Notwithstanding any subsequent extension of the time of payments of the Note, or any installment thereof, the liability of the maker thereof shall in no event cease until the payment in full of all indebtedness hereby secured.

11. The Mortgagee shall have the right to inspect the premises and a copy thereof shall be permitted for that purpose.

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12. If any Mortgagor is a corporation, it hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of such Mortgagor, acquiring any interest or title to the premises subsequent to the date of this Mortgage.

13. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor, his heirs, executors, administrators, successors and assigns, and all persons claiming under or through the Mortgagor and the word "Mortgagor" when used herein, shall denote the plural as well as the singular and 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 of this Mortgage.

14. Mortgagor further covenants and agrees not to transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of Mortgagee, and further that in the event of any such transfer by the Mortgagor without the written consent of the Mortgagee, the Mortgagee may, in its sole discretion, and without notice to the Mortgagor, declare the whole of the debt hereby secured immediately due and payable.

15. No delay or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Mortgagee or by the holder of the Note. The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Mortgage shall not affect the remaining portions of this Mortgage, or any part thereof, and in case of any such invalidity, this Mortgage shall be construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted.

WITNESS the hand(s) and seal(s) of the Mortgagor the day and year first above written.

(X) Marilyn Lieberman (SEAL) (X) Irwin Berliner (SEAL)

_____ (SEAL) _____ (SEAL)

STATE OF ILLINOIS

COUNTY OF DeWitt) SS.

I, Steven D. Gasso, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Steven D. Gasso (divorced, not remarried)

who _____ 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, sealed and delivered the said instrument as HIS free and involuntary act, for the uses and purposes therein set forth including the release and waiver of their right of homestead.

GIVEN under my hand and Notarial Seal this 18 day of Sept, A.D. 19 87

My commission expires: _____
Steven D. Gasso
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 17, 1989
~~ISSUED THROUGH GENERAL INS. UND.~~

STATE OF ILLINOIS)
_____) SS.
COUNTY OF Cook)

I, Kathleen L. Skummer,
a Notary Public in and for said County, in the State aforesaid, DO HEREBY
CERTIFY THAT Marilyn Lieberman, divorced and not remarried,
personally known to me to be the _____ same person(s)
whose name(s) (is) (are) subscribed to the foregoing instrument, appeared
before me this day in person, and acknowledge that she
signed, sealed and delivered the said instrument as her
free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th day of
September, A.D. 19 87.

Kathleen L. Skummer
NOTARY PUBLIC

My Commission Expires:
8/30/88

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STATE OF ILLINOIS

COUNTY OF _____

SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

_____ personally known to me to be the _____ President of _____

_____ a _____ corporation, and _____

personally known to me to be the _____ Secretary of said corporation, and 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 severally acknowledged

that as such _____ President and _____ Secretary,

they signed and delivered the said instrument as _____ President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 19 _____.

Notary Public

My commission expires:

Property of Cook County Clerk's Office

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OCT 20 AM 11:4
HARRIS (K) B. J. YOUNG
REGISTRAR OF TITLES

Notarially Certified by _____
Date _____
River Capital Trust

Address _____
Notified _____
R.E.I.

REAL ESTATE GROUP
1000 River Street
Chicago, Ill. 60601
Original # C-25214

MORTGAGE

LOAN NO. _____

Box _____

BOX 169

Prepared by: TO
Continental Bank of Buffalo Grove, N.A.
555 West Dundee Road
Buffalo Grove, Illinois 60090

ADDRESS OF PROPERTY: _____

BOX 169