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03-860641

DATE OF SEARCH:

10/18/04Z
DOCUMENT NO.

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

C. *Carroll* E. *Carroll*

RESULT OF SEARCH:

RESULT OF SEARCH:

INTENDED GRANTEES OR ASSIGNEES:

14 FEB 14 M 3 05
COOK COUNTY CLERK'S OFFICE
SEARCHED INDEXED SERIALIZED FILED

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Property of Cook County Clerk's Office

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Patent 8014806,6/18, TYSMESTER CO., CHICAGO

TECHNICAL—SCIENTIFIC—EDUCATIONAL

ILLINOIS - Single Family/FHLMC Uniform Instrument

THIS SECURITY INSTRUMENT combines uniform coverments for ratable use and non-uniform coverments which limited verifications by sureties to consultation to fulfill security instrument covering real property.

BORROWER COVENANTS (that Borrower is lawfully issued of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower waives and will defend generally like title to the Property against all claims and demands, subject to any

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, rents, royalties, minerals, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of this foregoing is referred to in this Security Instrument as the "Property".

which has (the) address of 7851 Davis Motel, P.O. Box 60063, (City), (State) 09-13-309-010
("Property Address") P.I.N. (Date) (City) (State)

It is also important to note that the results of the study were not limited to the specific population studied.

This document was prepared by NBD Skokie Bank N.A., 8001 Lincoln Avenue, Skokie, IL 60077

THIS IS A JUNIOR MORTGAGE

LOT 146 IN ROBBINS MEADOW LINE UNIT NO. 3, BEING A SUBDIVISION OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) AND THE WEST FORTY (40) FEET OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT, THREE-FOOT REGISTRED IN THE OFFICE OF THE REGISTRAR OF PLATES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 8, 1956, AS DOCUMENT

NOW THEREFORE, the Borrower, the Repayee and the Lender to Soo Acquisition Corporation in the principal amount of \$265,000.00 and interest thereon and all renewals, extensions, and modifications thereto, in accordance with the terms, provisions and limitations of said Loan and all other documents referred thereto and/or associated therewith, and to protect the security of this mortgage and the contents of the Borrowers' heretofore executed, and now in contemplation, and to the sum of TEN DOLLARS in hard paid the receipt of which is hereby acknowledged, do by these presents convey and warrant unto the Lender, its successors and assigns the following described property located in Cook County, Illinois:

MHEBESAS, it is a corporation of said loan from the Lender to S00 Acquisition Corporation that the Borrower's collateralize said Guaranty of the Aforenamed loan, and the Borrowers have agreed to provide their interest in the real estate commonly known as 7851 Davis, Morton Grove, IL 60053, and have further executed a certain Collateral Agreement to secure Guaranty dated concurredly herewith, a copy of which is attached hereto as Exhibit "C";

WHEREAS, Lewis U. Grenberg have executed a Limited Guaranty of Said Loan in favor of Soto Acquisitions Corporation in the amount of \$94,075.00, a copy of which is hereto attached to Soto Acquisitions Corporation in the amount of \$94,075.00, and

to Sod Acquisition Corporation evidencced by a certain Note dated December 4, 1989
which is attached hereto as Exhibit "A"; and
in the principal amount of \$265,000.00 and payable to Lender in installments; a copy of
which was made available to Lender by a certain Note dated December 4, 1989

This mortgage ("Security Instrument") is given on December 4, 1989. The mortgagor is Lewis H. Greenberg as Guarantor and Carol F. Greenberg his wife as Assignee (herein collectively as Borrower). This Security Instrument is given to NBK Skokie Bank N.A., which is organized and existing under the laws of the United States of America and whose address is 8001 Lincoln Avenue, Skokie, Illinois 60077.

MORTGAGE

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10/1/2000 10:20:45 AM

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Note; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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BANKFORMS, INC.

1 4 9 0 0 6 8 3 0

3880641

NBD SKOKIE BANK, N.A.
Now known as

The Undersigned hereby assents, transfers and gives over unto FIRST NATIONAL BANK OF SKOKIE, Skokie, Illinois (hereinafter "Bank"), all the rights, titles and

interests of the Undersigned in and to the below described property; covenants that ownership and right of possession in and to said property in its entirety

is absolute and unconditional and solely and exclusively in the Undersigned;

confirms that said property is actually delivered to Bank by the Undersigned;

empowers and directs the Undersigned or by someone duly authorized,

immediately thereafter to transfer of said property, and said interests that the

afforementioned assignment and transfer of said property to be secure the full,

punctually, and faithfully observe and perform such other parts, if any, as may be

not all, as that certain written Guaranty executed and delivered to you, some, if

which, in this certificate to keep, observe and perform, if any, some, if

not all, of the Undersigned, together with such other parts, if any, as may be

pledge, and the purpose thereof, are hereby in all respects ratified and

confirmed by the Undersigned. The said written Guaranty is hereby made a part

hereof and binds upon all of the Undersigned as fully and to the same extent

as it is signed by each of them and then embodied at length herein.

Should said property decaying in value so that it becomes inadequate security in the Bank's opinion for any other reason, then, in either case, the Undersigned covenes to pledge and deliver to Bank by the Undersigned to become inadequate security in the Bank's opinion for any other reason, then, in either case, the Undersigned property of character, quality and amount satisfactory to the Bank, additional covenants to pledge and deliver to Bank by the Undersigned upon the Bank's demand, additional power and authority to sell, assign and deliver, without notice, at any part thereof and authority to substitute therefor and any addition thereto, the said property or revocable power and authority to sell, assign and deliver, even full and irrevocable remedy the same, therupon, or at any time of times thereafter, the Bank may remedy the same, therupon, or at any time of times thereafter, the Undersigned either case, within five (5) days after failure or refusal be not remedied, in whole or in part, to deliver additioinal property pursuant to the Bank's demand as pledge and deliver additioinal property additioinal to the Bank's demand as any one or more of the terms and provisions of said instrument of Guaranty or to upon failure or refusal of any of the Undersigned to fulfill and perform

Each and every of the provisions hereof shall bind the undersigned, jointly and severally, and their respective heirs, executors, administrators, successors and assigns, liberally holding hereby granted the Bank to deliver the aforesaid property over to anyone to whom the beneficia of the said Bank and its successors and assigns, hereby holding the Bank to deliver the aforesaid property over to anyone to whom the beneficia of the said

COLLATERAL AGREEMENT TO SECURE GUARANTY

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Property of Cook County Clerk's Office

Lewis D. Greenberg

X *Lewis D. Greenberg*

SACRIFICE AND RELEASED by the undersigned at Skokie, Illinois, this
4th day of December, 1989.

In consideration of your guarantee by reason of your sale, assignment or
transfer of the liability titles thereby guaranteed, whereupon the said property shall
be transferred to you to secure the full, punctual and faithful observance and
performance of all the terms and provisions of said guarantee instrument.
I further mortgage dated December 4, 1989 in the amount of \$94,075.00 on the property
located at 7851 Davis, Morton Grove, IL 60053

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18. Borrower's Right to Reinterpret. If Borrower makes certain disclaimments set forth in Section 17, Borrower shall have the right to reinterpret any provision of this Agreement or any term or condition of this Agreement if such provision is ambiguous or if its meaning is not clearly ascertainable. If Borrower's right to reinterpret is exercised, then the term or condition will be interpreted in a manner that is reasonable under the circumstances and in a manner that is consistent with the intent of the parties.

If I under exercise this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of notice than 30 days from the date the notice is delivered or mailed or otherwise given to Borrower within which Borrower must pay all sums secured by this Security Instrument prior to the date the notice is given. Security interest in the collateral will be released to the extent necessary to pay these sums within the period specified in the notice.

17. In order to give the foregoing a better understanding, we have to consider the following:
In general, when a holder of a security instrument transfers it to another person, he loses his right to exercise the rights secured by the instrument. However, this provision shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

Note are detailed to be severable.

18. GOVERNMENT LAW; SEVERABILITY: In this Security Instrument shall be governed by the law of the state in which it is located. In the event that any provision or clause of this Security Instrument is held invalid or unenforceable, such provision or clause shall be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note which can be given effect without the conflicting provision shall not affect other provisions of this Security Instrument or the instrument of the Note.

14. Noticees. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the mailing address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by property address or any other address Borrower designates by notice to Lender. A copy notice to Lender shall be provided for in this Security Instrument shall be deemed to have been given to Borrower if received by Lender within five days after the date of service.

13. Legislation Affecting Landlord's Rights. In enacting laws that affect the operation of applicable laws may require immediate payment in full of all sums secured by this security instrument and may invoke any remedies available according to its terms. Landlord, if its option to permit by paragraph 19, if Landlord exercises this option, Landlord shall take the steps specified in the second paragraph 17.

11. Successorship and Assumption of Duties: Joint and Several Liability; Co-Signers. The covenants and agreements contained in this Security instrument shall bind and obligate the successors and assigns of Lender and Borrower, in the same manner as if they had been named herein. Any Borrower or who co-signs this Paragraph 17, Borrower's successors and assigns shall be jointly and severally liable to the Creditor for all obligations under this Security instrument, and any agreement made by any Borrower or co-signer with respect thereto shall be binding upon such Borrower or co-signer and his/her heirs, executors, administrators, successors and assigns.

10. **Settling disputes and payment of amounts due** The parties shall settle all disputes arising out of or relating to this Agreement by friendly negotiations. Any dispute which cannot be settled amicably between the parties shall be referred to arbitration in accordance with the Arbitration Rules of the American Arbitration Association, the裁决地 being New York, NY, USA. The award of the arbitrator(s) shall be final and binding on the parties.

make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice given, Lender is entitled to collect and apply the proceeds, either to restoration or repair of the property to the extent necessary to restore it to the condition it was in prior to the damage, or to sell the same at public auction and apply the proceeds to the same purpose.

period of time the lessee, divided by (a) the fair market value of the property immediately before the taking, (b) the amount paid to Borrower, and (c) the amount of property abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers

In the absence of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument, whether or not taken due, with any excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the following proportion:

any condemnation of any part of the Property, or for convenience in lieu of condemnation, are hereinafter referred to as "the Condemnation".

insurable term insurance with Borroower's and Lender's, written and executed or applicable law.

If Lender required nonrecourse liability as a condition of making the loan secured by this Security Trust instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirements

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NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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 Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower 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 Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 2-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | |
| <input type="checkbox"/> Other(s) (specify) | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

The Installment Note mentioned in the within
Mortgage has been identified herewith under
Identification No. _____

NBD SKOKIE BANK, N.A.

BY *Lewis D. Greenberg*

Mortgagor

Lewis D. Greenberg (Seal)
Lewis D. Greenberg —Borrower

Carol E. Greenberg (Seal)
Carol E. Greenberg —Borrower

STATE OF ILLINOIS, County as:

I, JOANNE LEVIN a Notary Public in and for said county and state,
KUSTRAD, do hereby certify that LEWIS D. GREENBERG, A. AND. CAROL E. GREENBERG, Ute,
as joint tenants personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he AND SHE
signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and official seal, this 7 day of December, 19
My Commission expires: 4/1/150

Form 3014 Rev 6/88 - Typecraft Co., Inc. - Chicago

(Space Below This Line Reserved For Lender and Recorder)

Submitted by	Accepted by	For	Date	Accepted by	Accepted by	Accepted by	Accepted by
REGISTRAR OF TITLES CAROL MOSLEY BRAUN 1990 FEB 14 AM # 33			386841	David P. Leibowitz Schwartz Cooper LLC 20 South Clark Chicago, IL 60603 Suite 100 Gaylor			

11/18/04
386841