

# UNOFFICIAL COPY

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IDENTIFIED  
 NO. \_\_\_\_\_  
 FEDERAL BUREAU OF INVESTIGATION  
 CAROL NOBLETT BRAUN  
 Michigan

2-21-85

RESULT OF SEARCH:

INTENDED GRANTEE OR ASSIGNEE:

03-874217

RESULT OF SEARCH:

MARIE  
MARIE

2780117  
4-19-85  
12/11

MARIE WEISSMAN  
SUSAN WEISSMAN

PRESENT PARTIES IN INTEREST:

STATUTORY FEDERAL TAX LIEN SEARCH

DATE OF SEARCH:

147296

DOCUMENT NO.

Property of Cook County Clerk's Office

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3971214

Marc S. Weisman & Susan J. Weisman  
 (married to each other) (J)

This instrument was prepared by  
 (Name) Rose Reilly  
 (Address) 555 W. Roosevelt, Chicago, IL

SOUTH CENTRAL BANK AND TRUST CO.  
 555 W. ROOSEVELT RD.  
 CHICAGO, ILLINOIS 60607

MORTGAGOR  
 "I" includes each mortgagor above.

MORTGAGEE  
 "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, Marc S. Weisman & Susan J. Weisman (married to each other) (J), mortgage and warrant to you to secure the payment of the secured debt described below, on April 6, 1990, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 225 E. Manchester Dr. Wheeling Illinois 60090  
(Street) (City) (State) (Zip Code)

LEGAL DESCRIPTION:  
 Lot 3 in Dougherty's Shamrock Estates, being a Subdivision of that part of the East 1/4 of the Southeast 1/4 of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, lying East of Wolf Road (excepting from said tract that part thereof lying East of the Easterly line of Wolf Road and lying South of the North 743.68 feet thereof) in Cook County, Illinois.

P.I.N. 03-11-403-003

located in Cook County, Illinois.  
 TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This mortgage secures repayment of the secured debt, and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

- Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated April 6, 1990, with initial annual interest rate of 10.0%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on April 6, 2000. If not paid earlier, the total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: Twenty-Five Thousand and no/100 Dollars (\$25,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.  
 Commercial  Construction

SIGNATURES:  
 x Marc S. Weisman  
 Marc S. Weisman  
 x Susan J. Weisman  
 Susan J. Weisman

ACKNOWLEDGMENT: STATE OF ILLINOIS, Cook County ss:  
 The foregoing instrument was acknowledged before me this 6th day of April, 1990, by Marc S. Weisman & Susan J. Weisman (married to each other) (J)

My commission expires 4/5/93  
 (Notary Public) REILLY  
 My Commission Expires 4/5/93  
 (Notary Public)

NOT RECORDED

3971214

3874214  
3874214

1472996

1990 APR 19 AM 11:55

CAROL NOBELLY BRAUN  
REGISTRAR OF TITLES

SOUTH CENTRAL BANK  
535 W. ROOSEVELT  
CHICAGO, IL 60607

Property

1. **Payments:** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or my agent will be applied first to any amount of the secured debt which is due. I will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. **Claims against Title:** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of the mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. **Insurance:** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. **Property:** I will keep the property in good condition and make all repairs reasonably necessary.

5. **Expenses:** I agree to pay all your expenses, including reasonable attorney's fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. **Default and Acceleration:** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any other remedy available to you, you may foreclose this mortgage in the manner provided by law.

7. **Assignment of Rights and Profits:** I agree to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the cost of managing the property, including court costs and attorney's fees, and then to the secured debt. The remaining amount of rents will then apply to payment on the secured debt as provided in Covenant 1.

8. **Waiver of Homestead:** I hereby waive my right of homestead exemption in the property.

9. **Leasable; Conditional; Planned Unit Development:** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If the mortgage is on a lot in a subdivision or a planned unit development, I will perform all of my duties under the covenants, by-law, or regulations of the subdivision or planned unit development.

10. **Authority of Mortgagee to Perform for Mortgagee:** I had to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any continuation on the property is foreclosed or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include controlling the construction.

Your failure to perform will not prejudice my claim against you or your estate under the law or this mortgage.

Any amount paid by you to protect your security interest will be secured by the mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

11. **Inspector:** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

12. **Condemnation:** I agree to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. **Waiver:** By executing any remedy available to you, you do not give up your right to later sue any other remedy. By not exercising any remedy if I default, you do not waive your right to later exercise the remedy if it happens again.

14. **Joint and Several Liability; Co-signers; Successors and Assignees:** I, along with the mortgagee and several, if co-signer, the mortgagee and several, if co-signer, and assignees of the mortgagee shall bind and benefit the successors and assignees of either or both of us.

The duties and liabilities of the mortgagee shall bind and benefit the successors and assignees of either or both of us.

15. **Notice:** Before any notice regarding by law, any notice to me that in writing by delivering it or by mailing it to your address on the front side of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given to either of us when given in the manner stated above.

16. **Transfer of the Property or a Beneficial Interest in the Mortgage:** If all or any part of the property or any interest in it is sold or transferred without your or my written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

17. **Release:** When I have paid the secured debt, you will discharge this mortgage without charge to me, I agree to pay all costs to record this mortgage.