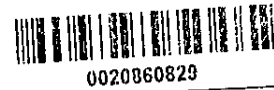


MORTGAGE WITH NOTE

THIS AGREEMENT made this 30th day of July, 2002 between DAWN M. SPILLER, 1116 SOUTH NEW WILKE #2-101/G26-6, ARLINGTON HEIGHTS, ILLINOIS 60005 (Mortgagor) and ARKANSAS ENTERPRISES, INC., 32 COUNTRY CLUB DRIVE, HOLIDAY ISLAND, ARK. 72631 (Mortgagee).



COOK COUNTY
RECORDED
EUGENE "GE"
ROLLIN

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the Installment Note of even date herewith in the principal amount of \$73,748.96 (SEVENTY THREE THOUSAND and SEVEN HUNDRED AND FORTY-EIGHT DOLLARS and 96/100 dollars) payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagor promises to pay the principal sum due and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 31st day of August, 2032, and all of said principal and interest are made payable at such place as the holders of the Note may, from time to time, designate in writing to the Mortgagor, and in the absence of said direction said payments are to be made to the address set forth above for the Mortgagee.

It is further agreed and understood that this Mortgage and accompanying note supersedes and replaces that certain Mortgage and Note between the parties dated August 12, 1999 and recorded as Document Number 99787115 on August 18, 1999 with the Recorder of Deeds of Cook County, Illinois.

NOW, THEREFORE, the Mortgagors to secure the payment of 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 Mortgagor to be performed, and also in consideration of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, do by these presents COVENANT AND WARRANT unto the Mortgagee and the Mortgagees successors and assigns, the following described Real Estate and all of her right, title and interest therein, situate, lying and being in the Village of Arlington Heights, County of Cook, State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO

which, with the property hereinafter described, is referred to herein as the "premises"

Permanent Real Estate Tax I.D. No.s # 08-08-201-011, 08-08-201-011-

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Property of Cook County Clerk's Office

1247, 08-201-011-1535, 08-08-201-010

Address of Real Estate: 1116 S. New Wilke Road #2-101/G26-6

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 the 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 located) and ventilation, including 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 and the like hereinafter placed in the premises by the Mortgagor or her successor or assigns shall be considered a part of the Real Estate.

The parties further acknowledge and agree that the this property is a condominium and that the Mortgagor shall provide to the Mortgagee a Certificate of Insurance setting forth the Mortgagee, their successors and assigns, as the primary insured party thereon.

The Mortgagor does hereby covenant and agree to pay each and every installment of real estate taxes due on said property on or before the due date thereof and will promptly send proof of said payment as evidence by a paid receipt from the County office immediately thereafter. The Mortgagor does further covenant and agree to pay all association dues and assessments pertaining to the subject property in a timely fashion and will provide proof from the association(s) that said amounts are paid by the end of each year.

Failure to make said payments, or a failure to make the monthly payments of principal and interest shall be deemed an act of default and entitle the Mortgagee to pursue all remedies available to them at law and equity, including acceleration of the Note and/or an action for foreclosure of the subject property.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagees successors and assigns, forever and for the purposes and upon the issues 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 Mortgagor does hereby RELEASE AND WAIVE as against the Mortgagees.

DATED this 30 day of July, 2002

Dawn M. Spiller
DAWN M. SPILLER

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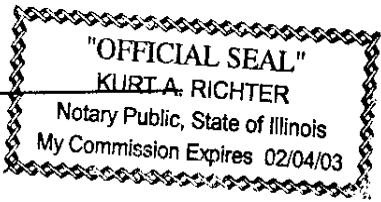
State of Illinois)
) SS
County of Cook)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that the above described individual, who is 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, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30 day of _____, 2002.

[Handwritten Signature]

Notary Public



This instrument was prepared by
and after recording send to:
Kurt A. Richter, Esq.
800 E. Northwest Highway
Suite 611
Palatine, IL 60067



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UNIT 2-101 AND G26-6 IN MALLARD COVE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEBER DRIVE (FORMERLY OLD WILKE ROAD) (SAID CENTER LINE ALSO BEING THE WEST LINE OF THE EAST 3/4 OF THE EAST 1/2 OF SECTION 5 AND SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN) AND THE NORTH LINE OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST ALONG THE CENTER LINE OF SAID WEBER DRIVE, 1369.27 FEET TO A POINT; THENCE NORTH 89 DEGREES 41 MINUTES 39 SECONDS EAST 33.0 FEET TO A POINT ON THE EAST LINE OF WEBER DRIVE AS DEDICATED BY DOCUMENT NO. 88155952, SAID POINT BEING THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 59.50 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, 65.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 82.50 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, 70.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 426.0 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST, 70.0 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 82.50 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST, 65.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 79.09 FEET TO THE WEST LINE OF NEW WILKE ROAD AS DEDICATED BY DOCUMENT NO. 88155952; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID NEW WILKE ROAD, 590.24 FEET, TO A POINT OF CURVE IN THE WEST LINE OF SAID NEW WILKE ROAD; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX WESTERLY HAVING A RADIUS OF 950.0 FEET AN ARC DISTANCE OF 221.63 FEET (THE CHORD OF SAID ARC BEARS SOUTH 06 DEGREES 41 MINUTES 00 SECONDS EAST, 221.12 FEET); THENCE NORTH 89 DEGREES 55 MINUTES 17 SECONDS WEST, 102.20 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, 115.0 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 17 SECONDS WEST, 45.0 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, 125.0 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 17 SECONDS WEST, 250.0 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, 199.0 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 17 SECONDS WEST, 353.81 FEET TO THE EAST LINE OF SAID WEBER DRIVE; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST ALONG THE EAST LINE OF SAID WEBER DRIVE, 445.95 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY.

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEBER DRIVE (FORMERLY OLD WILKE ROAD) (SAID CENTER LINE ALSO BEING THE WEST LINE OF THE EAST 3/4 OF THE EAST 1/2 OF SECTIONS 5 AND 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH LINE OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST ALONG THE CENTER LINE OF SAID WEBER DRIVE, 552.0 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 17 SECONDS EAST, 33.0 FEET TO A POINT ON THE EAST LINE OF WEBER DRIVE AS DEDICATED BY DOCUMENT NUMBER 88155952, SAID POINT BEING THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 55 MINUTES 17 SECONDS EAST, 355.00 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST, 679.67 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST 212.99 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST, 70.0 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST, 82.50 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST, 65.0 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST, 59.90 FEET TO THE EAST LINE OF SAID WEBER DRIVE; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, ALONG THE EAST LINE OF SAID WEBER DRIVE, 817.05 FEET, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 21, 1996 AS DOCUMENT NUMBER 96889987 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEBER DRIVE (FORMERLY OLD WILKE ROAD) (SAID CENTER LINE ALSO BEING THE WEST LINE OF THE EAST 3/4 OF THE EAST 1/2 OF SECTIONS 5 AND 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH LINE OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST ALONG THE CENTER LINE OF SAID WEBER DRIVE, 552.0 FEET TO A POINT; THENCE CONTINUING SOUTH 89 DEGREES 55

MINUTES 17 SECONDS EAST, 378.94 FEET TO A POINT ON THE WEST LINE OF NEW WILKE ROAD AS DEDICATED BY DOCUMENT NUMBER 88155952, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAND NEW WILKE ROAD, 812.14 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST 65.0 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST, 82.50 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, 70.00 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST, 213.01 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, 679.67 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 21, 1996 AS DOCUMENT NUMBER 96889987 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

NON-EXCLUSIVE PERPETUAL EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 CREATED BY THAT CROSS EASEMENT AGREEMENT DATED SEPTEMBER 10, 1969 AND RECORDED NOVEMBER 26, 1969 AS DOCUMENT NUMBER 21023805 FOR INGRESS, EGRESS, PUBLIC UTILITIES, AND SANITARY SEWER AND WATER OVER THE PROPERTY SHADED ON EXHIBIT B ATTACHED TO SAID CROSS-EASEMENT AGREEMENT, IN COOK COUNTY, ILLINOIS.

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