

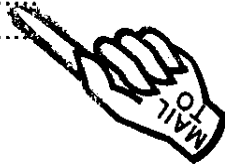
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This document was prepared by:  
MATT BURKE,  
National City Bank  
3040 Newmark Drive  
Miamisburg Ohio 45342

0020925673

1222/0267 10 001 Page 1 of 10  
2002-08-22 14:58:21  
Cook County Recorder 39.50

When recorded, please return to:  
NATIONAL CITY, CONSUMER LOAN SERVICES  
TITLE CLERK, LOCATOR 7116  
P.O. BOX 5570  
CLEVELAND, OH 44101



*[Handwritten signature]*

State of Illinois

Space Above This Line For Recording Data

228149

## MORTGAGE

(With Future Advance Clause)

July 29, 2002

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is ..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: MICHAEL W EDWARDS and LORI A WALSH His Wife  
1415 MAPLE AVE, EVANSTON, Illinois, 60201

LENDER: National City Bank

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

PIN# 01-26-400-002

The property is located in Cook at  
(County)  
1415 MAPLE AVE EVANSTON Illinois 60201  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and include the final maturity date of such debt(s))

Maturity Date: 7/29/2012

(page 2 of 6)

Lender's inspection.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagee notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagee will in no way rely on

and of any loss or damage to the Property. Mortgagee will notify Lender of all demands, proceedings, claims and actions against Mortgagee, prior written consent. Mortgagee will not permit any change in any license, restrictive covenant or easement without Lender's written consent. Mortgagee agrees that the nature of the occupancy and use will not substantially change without Lender's prior repairs that are reasonably necessary. Mortgagee shall not commit or allow any waste, impairment, or deterioration of the Property Condition, Alterations and Inspection. Mortgagee will keep the Property in good condition and make all

materials to maintain or improve the Property. Lender, as requested by Lender, any rights, claims or defenses Mortgagee may have against parties who supply labor or the Property against any claims that would impair the lien of this Security Instrument. Mortgagee agrees to assign to of all notices that such amounts are due and the receipts evidencing Mortgagee's payment. Mortgagee will defend title to utilities, and other charges relating to the Property when due. Lender may require Mortgagee to provide to Lender copies, Claims Against Title. Mortgagee will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents,

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagee agrees to make all payments when due and to perform or comply with all covenants. Mortgagee also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Payments. Mortgagee agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument. Mortgagee does not waive Lender's right to later consider the event a breach if it happens again.

4. MORTGAGE COVENANTS. Mortgagee agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagee breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagee's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagee's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument and Lender.

C. All other obligations Mortgagee owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagee and Lender.

B. All future advances from Lender to Mortgagee or other future obligations of Mortgagee to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagee in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagee agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagee, or any one or more Mortgagee and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

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**Authority to Perform.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

**Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**Condemnation.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender 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 shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**Insurance.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

**Financial Reports and Additional Documents.** Mortgagor will provide to Lender upon request any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

5. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

6. **DEFAULT.** Mortgagor will be in default if any of the following occur:

**Fraud.** Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

**Payments.** Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

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*[Handwritten initials]*

9. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "regulated substance," or "regulated substance" under any Environmental Law.

8. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released.

7. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

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Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

10. ESCROW FOR TAXES AND INSURANCE. If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.

11. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefit of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

12. SEVERABILITY; INTERPRETATION. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

13. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

14. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

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15. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 100,000.00. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

16. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

17. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.

18. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

[Check all applicable boxes]

Assignment of Leases and Rents  Other .....

19.  **ADDITIONAL TERMS.**

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**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

<i>Mike W L</i>	<i>7/27/02</i>	<i>Lori Walsh Edwards</i>	<i>7/27/02</i>
(Signature) <u>MICHAEL W EDWARDS</u>	(Date)	(Signature) <u>LORI A WALSH EDWARDS</u>	(Date)
		<i>Lori Walsh Edwards</i>	

**ACKNOWLEDGMENT:**

(Individual) STATE OF IL, COUNTY OF COOK,  
This instrument was acknowledged before me this 29 day of July, 2002 SS.  
by Michael W. Edwards and Lori Walsh Edwards  
My commission expires:



*Angela Fritz*  
(Notary Public)

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SCHEDULE B  
ALTA Commitment  
File No.: 220950

## STEWART TITLE GUARANTY COMPANY

### SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company (all clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, covenants and conditions, if any, shown herein):

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

B. **STANDARD EXCEPTIONS**

1. Rights or claims of parties in possession not shown by the public records
2. Easements, or claims or easements, not shown by the public records
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records

C. **SPECIAL EXCEPTIONS**

1. General real estate taxes for the year(s) 2002 and 2001 and subsequent years.

Permanent Index Number: 01-26-400-002 (underlying land/ affects property in question and other property)

Note: The first estimated installment of the 2000 taxes in the amount of \$2066.31 is paid.

Note: The second final installment of the 2000 taxes in the amount of \$2066.31 is paid.

Note: The taxes for the year(s) 2002 and 2001 are not yet due and payable.

2. Mortgage dated February 24, 2000 and recorded March 2, 2000 as document number R2000-22485, made by Kimball Hill, Inc., to Harris Trust and Savings Bank, to secure an indebtedness of \$85,000,000.00 and such other sums as provided therein. Amended by document R2001-129071. Assignment and Assumption Agreement setting forth Bolingbrook Limited Partnership as new borrower recorded as document R2000-135979.

3. Assignment of Rents dated February 24, 2000 and recorded March 2, 2000 as document number R2000-22486, made by Kimball Hill, Inc., to Harris Trust and Savings Bank. Amended by document R2000-129072. Assignment and Assumption Agreement setting forth Bolingbrook Limited Partnership as new borrower recorded as document R2000-135979.

4. Security interest of Harris Trust and Savings Bank, under a financing statement executed by Kimball  
**STEWART TITLE COMPANY**

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SCHEDULE B  
ALTA Commitment  
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Hill, Inc., and filed as document number U2000-0171 and amended by document number U2000-1161.

5. Security interest of Harris Trust and Savings Bank, under a financing statement executed by Bolingbrook Limited Partnership, and filed as document number U2000-1160 and R2000-135980.

6. With respect to the Limited Liability Company shown in Schedule A in title to the land, the Company must be provided with the following:

- a) A certification from the Illinois Secretary of State that the L.L.C. has properly filed its articles of organization;
- b) A copy of the Articles of Organization, together with any amendments thereto;
- c) A Certificate of Good Standing from the Illinois Secretary of State;
- d) A copy of the Operating agreement and all amendments thereto; and,
- e) A Roster of members or incumbent managers.
- f) A certification that no event of dissolution has occurred.

NOTE: Unless the deed is executed by all members, we must also be furnished evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices and actions relating to the sale and the execution and delivery of the deed as required under applicable law and the governing documents have been conducted, given or properly waived.

7. Covenants, conditions and restrictions contained in instrument recorded May 22, 2001 as document number R2001-61620.

(For further particulars see record)

NOTE: A breach or violation of the above noted restrictions will not cause a forfeiture or reversion of title.

8. We must be furnished a letter from the Foxridge Farms Neighborhood Association reciting that there are no liens by reason of the non-payment of special, monthly or annual assessments. Said letter must cover the month of closing.

9. Building setback line of 30 feet (from the North lot line) as shown on the plat of subdivision.

10. Easement for public utilities and drainage over, upon and under the South 10 feet and the West 7.5 feet of the land as shown on the plat of subdivision.

11. **NOTE:** By Bolingbrook municipal ordinance a transfer tax has been imposed up the sale or conveyance of real property within the municipality. Therefore all deeds presented to the Company for recording must have the appropriate Transfer Tax Stamps affixed thereof, or be marked "Exempt" by the municipality.

\*\*\*\*\*Customer Information\*\*\*\*\*

As of July 19, 1995, pursuant to Bill, Public Act 87-1197, all documents recorded within the State of Illinois must meet the following requirements:

\*\*The document shall consist of one or more individual sheets measuring 8.5 inches by 11 inches, not permanently bound and not a continuous form. Graphic displays accompanying a document to be recorded that measures up to 11 inches by 17 inches shall be recorded without charging an additional fee;

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SCHEDULE B  
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File No.: 220950

\*\*The document shall be legibly printed in black ink, by hand, typewritten or computer generated, in at least 10 point type. Signatures and dates may be in contrasting colors as long as they will reproduce clearly;

\*\*The document shall be on white paper of not less than 20 pound weight and have a clean margin of at least ½ inch on the top, bottom and each side. Margins may be used only for non-essential notations which will not affect the validity of the document, including but not limited to form numbers, page numbers, and customer notations;

\*\*The first page shall contain a blank space in the upper right hand corner measuring at least 3 inches by 5 inches;

\*\*The document shall not have any attachment stapled, taped or otherwise affixed to any page.

**Note:** The recorders offices throughout the State of Illinois will accept all documents for recordation. Those that do not meet the requirements of the Bill will cost double the recording fee to record.

\*\*\*\*\*END OF SCHEDULE B\*\*\*\*\*

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*Authorized Signatory*

STEWART TITLE COMPANY

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**LEGAL DESCRIPTION**

**EXHIBIT "A"**

**File No.: 228149**

**The North 42 feet of Lot 10 and the South 16 feet of Lot 11 in Block 50 in Evanston in the Southwest quarter of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

Property of Cook County Clerk's Office

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