

Prep by:
Pierce & Associates, P.C.
18 S. Michigan Avenue
Chicago, IL 60603
03200297



Send to:
Donald & Janet Neimeyer
828 S. Mitchell Avenue
Arlington, Heights, IL
60005-2520

MORTGAGE

THIS MORTGAGE (herein referred to as "Mortgage"), made this 18th day of March 2003, between Corrine A Kelley, divorced and not since remarried (collectively, the "Borrower"), and Donald E. Niemeyer and Janet D. Niemeyer, 828 S. Mitchell Avenue, Arlington Heights, IL (the "Lender").

WITNESSETH, that to secure the payment of an indebtedness of Borrower to Lender for part purchase money in the amount of FIFTY SIX THOUSAND DOLLARS AND 00/100 Dollars (\$56,000.00), in lawful money of the United States, to be paid, the last of which is due and payable no later than April 1, 2018, bearing even date herewith (the "Note").

WITNESSETH, Borrower hereby mortgages and warrants to the Lender, and to their successors and assigns, all real estate and buildings and improvements thereon, situated, lying and being in Cook, Illinois, and more commonly known as 7715 North Hermitage Unit 1E, Chicago, IL (collectively, the "Property"), bounded and described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

TOGETHER, with all and singular tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also the estate, right, title, interest, property, claim and demand whatsoever of the Borrower in and to the same, and of, and into every part and parcel thereof;

TOGETHER, with all right, title and interest of the Borrower, if any, in and to the land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Property to the center line thereof;

TOGETHER, with any and all awards or payments, including interest thereon, and the right to receive the same which may be made with respect to the Property as result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or increase in the value of the property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by the Lender, and of the reasonable attorneys' fees, costs and

BOX 333-CTI

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disbursements incurred by the Lender in connection with the collection of such award or payment. The Borrower agrees to execute and deliver from time to time, such further instruments that may be requested by the Lender to confirm such assignment to the Lender of any such award or payment;

TO HAVE AND TO HOLD, the above-granted and described property with the appurtenances, unto the Lender, its successors and assigns forever, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

PROVIDED ALWAYS, in these presents or upon this express condition, and if the Borrower, and the heirs, executors, administrators, successors or assigns of the Borrower, shall well and truly pay unto the Lender, its successors and assigns, the sum of money mentioned in the Note at the time and in the manner mentioned in the Note, and shall well and truly abide by and comply with each and every covenant and condition set forth herein or in the Note, then these presents and the estate hereby granted shall cease, terminate and be void.

AND the Borrower covenants with the Lender as follows:

1. That the Borrower will pay the said sum of money described in the Note thereon at the time and manner described in the Note.

2. That Borrower will keep all buildings that may at any time be upon the Property insured at such companies as Lender shall direct, for its full insurable value, and make the loss, if any, payable to Lender, and deposit the policies of insurance with Lender, or its assigns as a further security for the payment of the indebtedness under the Note.

3. That no building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished or materially altered or enlarged, nor shall any new building be constructed without the prior written consent of Lender.

4. The occurrence of Borrower's failure or default in the performance of any of Borrower's covenants or agreements herein, or in any other instrument or agreement executed herewith (collectively, the "Loan Documents"), shall be referred to herein as an "Event of Default." An Event of Default occurs, by way of example and not limitation: (a) after default in the payment of any installments of principal and/or interest provided in the Note; or (b) upon default of the observance or performance of any other covenants or agreements of the Mortgage hereunder or under the Loan Documents. Upon the occurrence of an Event of Default, and after Lender provides written notice of such Event of Default, and after the expiration of seven (7) days in which Borrower fails to tender performance of the obligations which gave rise to such Event of Default (the "Grace Period"), Lender may at its option and discretion, declare the entire principal sum and interest under the Note immediately due and payable.

5. That in the Event of Default in the performance of any of the Borrower's covenants or agreements herein, the Lender may, at the option of the Lender, perform the same, and the cost thereof, with interest at the rate applicable under the Note from and after maturity, shall immediately be due from the Borrower to the Lender and be secured by this Mortgage.

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6. Funds for Escrow Items. Borrower shall pay to Lender with the monthly installment a sum (the "Funds") to provide for the payment of amounts due for (1) taxes and assessments and other items which can attain priority over this mortgage as a lien or encumbrance on the property; (b) condominium and/or community association dues, fees and assessments and (c) insurance premiums. (Escrow Items) At origination time or at any time during the term of this mortgage, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the funds for Escrow Items unless Lender waives the Borrower's obligation to pay to said items. Any such waiver must only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment has been waived by Lender and shall furnish to Lender receipts evidencing payment within 30 days of payment. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this mortgage. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under paragraph 10 below and pay said Escrow Items and Borrower shall then be obligated to repay to Borrower any such amount. Lender may revoke the waiver as to any and all Escrow Items at any time by a written notice to Borrower and upon such revocation, Borrower shall pay to Lender all funds then due for said Escrow Items.

7. That upon or at any time after the filing of a bill or complaint to foreclose this Mortgage, the court in which such bill or complaint is filed may appoint a receiver of the Property; that such appointment may be made either before or after sale, without notice and without requiring bond (notice and bond hereby being waived), whether the property shall be then occupied as a homestead or not; and such receiver shall have the power to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit, and all other powers which may be necessary or are usual in such cases for the protection, possession, control and operation of the Property.

8. That every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Property, or when mailed by either registered or certified U.S. mail, postage prepaid and return receipt requested, at his, their or its address last known to the Lender.

9. That Borrower warrants that the Borrower has good title to the property and has the right to mortgage the same for the purposes of aforesaid, and will warrant and defend the said granted Property unto all and every person or persons, corporation or corporations, deriving any estate, right, title or interest therein, under this Mortgage, against said Borrower and all persons claiming through the Borrower.

10. That if the Lender shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, necessary to sustain the title of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the Property, all such sums shall on notice and demand be paid by the Borrower, together with the interest thereon at the rate applicable under the Note from and after maturity and shall be a lien on the Property, prior to any right or title to, interest in, or claim upon, the Property subordinate to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note; and that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

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11. That the Borrower will maintain the Property in good condition and repair, will not commit or suffer any waste of the Property, and will comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Property.

12. That any failure by Lender to insist upon the strict performance by Borrower of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Borrower of any and all of the terms and provisions of this Mortgage.

13. That if at anytime the United States of America shall require internal revenue stamps to be affixed to the Note, the Borrower will pay for the same with any interest or penalties imposed in connection therewith.

14. That when the indebtedness secured hereby shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof; that in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness, in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of the Lender for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title to or the value of the Property; that all such expenditures and expenses shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate applicable under the Note from and after maturity, when paid or incurred by the Lender; and that the proceeds of any such foreclosure sale shall be applied (after paying all costs and expenses incident to the foreclosure proceedings) first on account of all unpaid items which under the terms hereof constitute secured indebtedness herein provided; second to the payment of all principal and interest remaining unpaid on the Note; and lastly any surplus, if any, shall be paid to the Borrower or to any other person entitled thereto.

15. That, to the extent permitted by law, Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on behalf of the Borrower and on behalf of each and every person, except decree or judgment creditors of the Borrower, acquiring any interest in or title to the property subsequent to the date of this Mortgage.

16. That if the Borrower consists of more than one party, such Borrowers shall be jointly and severally liable under any and all obligations, covenants and agreements of the Borrower contained herein.

17. That the rights of the Lender arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and one of them shall be in exclusion of the others; that no act of the Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

18. That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

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19. That, without the prior written consent of Lender, Borrower shall not directly or indirectly sell, transfer, convey, encumber or create any junior lien on the property encumbered by this Mortgage, and in the event Borrower should sell, transfer, convey, encumber or create a junior lien, without the prior written consent of Lender, then in such event, Lender may, at its option, accelerate the maturity of the Note secured hereby, demand payment at once of all sums secured hereby, and if payment not be made in accordance with said demand, proceed to foreclose this Mortgage. Consent by Lender to any one transfer conveyance or encumbrance shall not be deemed to be a waiver of Lender's right to require prior written consent to any future transaction.

20. This Mortgage secures the payment of the sum of **Fifty six thousand dollars and 00/100 Dollars (\$56,000.00)**, as part purchase money for the Property.

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Borrower the day and year first written above.

Corrine A Kelley

Corrine A Kelley

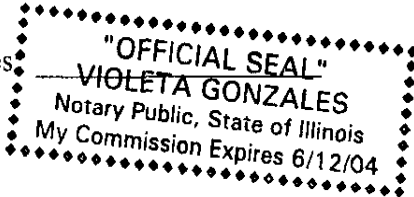
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

not
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Corrine A Kelley**, 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 acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this **18th day of March, 2003**

Violeta Gonzales

Notary Public

My commission expires: 

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**EXHIBIT A
To
Mortgage**

**Unit 1E
in Birchwood Court Condominium, as delineated on the plat of survey of the
following described real estate**

**Lots 8 to 11 both inclusive in Block 9 in Gunderson's North Birchwood subdivision
of Blocks 4 to 17 inclusive in David P. O'Leary's subdivision of part of the
South ½ of the Northeast ¼ of Section 30, Township 41 North, Range 14,
East of the Third Principal Meridian, in Cook County, Illinois**

**which plat of survey is attached as Exhibit "E" to the Declaration of Condominium
recorded as document 0011014700, together with its respective undivided
percentage interest in the common elements.**

**Commonly known as:
7715 North Hermitage Unit 1E
Chicago, IL**

**Tax No.
11-30-215-016-1005
(new division no. from 11-30-215-005)**

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Condominium Rider

This Condominium rider is made this 18th day of March, 2003 and is incorporated into and shall be deemed to amend and supplement the Mortgage of same date given by the Borrower to secure the note to the Lender covering the premises described as 7715 N. Hermitage Unit 1E, Chicago, IL.

The property includes a unit together with its undivided percentage interest in Birchwood Court Condominium. (Condo) If the owners association or any other entity which acts for the Condo (Owners Association) holds title to the property for the benefit or use of its members, the property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

Condominium Covenants. In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium's Documents. The Condominium documents shall include (i) Declaration or any other documents which creates the Condominium; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due all dues and assessments imposed pursuant to said documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium which is satisfactory to the Lender and which provides insurance coverage in the amounts, for the periods and against the hazards Lender requires, including fire and hazards included within the term "extended coverage" then:

(i) Reference in paragraph 6 to insurance premiums to be an escrow item shall be deemed to refer to unit content insurance.

(ii) Otherwise, Borrower's obligation to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Mortgage, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property whether of the unit or of the common elements, or for any conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Mortgage.

E. Lender's Prior Consent. Borrower shall not, except after notice to the Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Condominium Documents if the provision is for the express benefit of the Lender.

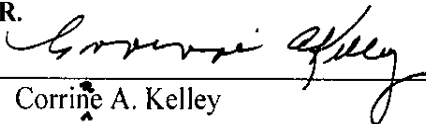
(iii) termination of professional management an assumption self-management of the Owners Association or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrowers does not pay condominium dues and assessments when due, then Lender may pay them. (See escrow items at paragraph 6 of the mortgage.). Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by the Mortgage.

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BY SIGNING BELOW, BORROWER ACCEPTS AND AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS CONDOMINIUM RIDER.


Corrine A. Kelley