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Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 07/08/2003 10:45 AM Pg: 1 of 6

Space Above This Line For Recording Data

This instrument was prepared by Loan Administration Department, STATE FINANCIAL BANK, NATIONAL ASSOCIATION, 16 N. SPRING STREET, ELGIN, Illinois 60120
When recorded return to Loan Administration Department, STATE FINANCIAL BANK, NATIONAL ASSOCIATION, 16 N. SPRING STREET, ELGIN, Illinois 60120

22013011

MORTGAGE

Geneva

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is September 13, 2002. The parties and their addresses are:

MORTGAGOR:

SHIRLEY J. QUINLAN

Spouse of Leonard T. Quinlan
669 Packard Drive
Elgin, Illinois 60120

LEONARD T. QUINLAN

Spouse of Shirley J. Quinlan
669 Packard Drive
Elgin, Illinois 60120

LENDER:

STATE FINANCIAL BANK, NATIONAL ASSOCIATION

Organized and existing under the laws of the United States of America
200 Bartlett Ave.
Bartlett, Illinois 60103
36-1078950

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

LOT 242 IN SUMMERHILL UNIT 4, BEING A SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINDIPAL MERIDIAN, IN COOK COUNTY, ILLINOS. P.I.N.#06-19-203-026-0000



Shirley J. Quinlan
Illinois Mortgage
IL/4MEnglish00600000003657022091302Y

CHICAGO TITLE INSURANCE CO.

Kane County Office
Geneva, Illinois 60134
Phone 232-2750

Initials: *SHJ*
Page: *279*

BOOK 333-07

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Illinois Mortgage
Lender

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The property is located in Cook County at 669 Packard Drive, Elgin, Illinois 60120. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, 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 (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$15,000.00. 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.

3. SECURED DEBTS. This Security Instrument will secure the following Secured Debts:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 74256-25320, dated September 13, 2002, from Mortgagee to Lender, with a loan amount of \$15,000.00 and maturing on September 18, 2007.

B. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. PAYMENTS. Mortgagee agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. 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:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagee receives from the holder.

C. 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 consent.

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

7. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debts 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 governing the preemption of state due-on-sale laws, as applicable.

8. WARRANTIES AND REPRESENTATIONS. Mortgagee has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagee or to which Mortgagee is a party.

9. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagee will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagee will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagee will keep the Property free of noxious weeds and grasses. Mortgagee agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagee will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagee will notify Lender of all demands, proceedings, claims, and actions against Mortgagee, and of any loss or damage to the Property.

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

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10. 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 will 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. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

11. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (all referred to as Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases); and rents, issues and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

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

- A. Payments.** Mortgagor fails to make a payment in full when due.
- B. Insolvency.** Mortgagor makes an assignment for the benefit of creditors or becomes insolvent, either because Mortgagor's liabilities exceed Mortgagor's assets or Mortgagor is unable to pay Mortgagor's debts as they become due.
- C. Death or Incompetency.** Mortgagor dies or is declared legally incompetent.
- D. Failure to Perform.** Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
- E. Other Documents.** A default occurs under the terms of any other transaction document.
- F. Other Agreements.** Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.
- G. Misrepresentation.** Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment.** Mortgagor fails to satisfy or appeal any judgment against Mortgagor.
- I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change.** Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.
- K. Property Transfer.** Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. Property Value.** The value of the Property declines or is impaired.
- M. Insecurity.** Lender reasonably believes that Lender is insecure.

13. REMEDIES. Lender may use any and all remedies Lender has under state or federal law or in any instrument evidencing or pertaining to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts

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17. **INSURANCE.** Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last

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

16. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action by private any Hazardous Substance or the violation of any Environmental Law. D. Mortgagor will 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. Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any C. Mortgagor will 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. B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.

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.

Mortgagor represents, warrants and agrees that:

under any Environmental Law. "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" 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 substance; and (2) Hazardous substance means any toxic, radioactive or hazardous material, waste, pollutant opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous (CERCLA), all other federal, state and local laws, regulations, ordinances, court orders, attorney general Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act As used in this section, (1) Environmental

15. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code. Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured rate in effect as provided for in the terms of the Secured Debts. To the extent permitted by the United States immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest incurred to collect or enforce this debt. These expenses are due and payable immediately. If not paid include all costs and disbursements, including reasonable attorneys' fees and collection agency charges, Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses under this Security Instrument. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies 14. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law,

continues or happens again. not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law Security Instrument will continue as a lien on any part of the Property not sold on foreclosure.

Upon default, Lender will have the right, without declaring the whole indebtedness due and payable, to foreclose against all or any part of the Property and will have the right to possession provided by law. This immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a

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until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause."

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured Lender may obtain insurance to protect Lender's interest in the Property. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance.

18. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

19. CO-SIGNERS. If Mortgagor signs this Security Instrument but does not sign the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree to be personally liable on the Secured Debts. 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.

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

21. APPLICABLE LAW. This Security Instrument is governed by the laws of Illinois, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

22. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

23. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

24. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

25. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. 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 to confirm Lender's lien status on any Property. Time is of the essence.

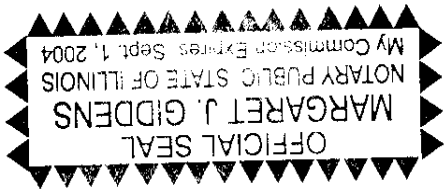
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Margaret J. Giddens
(Notary Public)

My commission expires:

(Individual)
State OF Illinois, County OF Cook ss. 13th day of September, 2002.
This instrument was acknowledged before me this _____ day of _____, 2002, by Shirley J. Quinlan, spouse of Leonard T. Quinlan, and Leonard T. Quinlan, spouse of Shirley J. Quinlan.

ACKNOWLEDGMENT.

MORTGAGOR:
Shirley J. Quinlan
Leonard T. Quinlan
Shirley J. Quinlan
Leonard T. Quinlan

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.