## UNOFFICIAL COPY

Fee: \$66.00 Cook County Recorder of Deeds Date: 08/29/2003 09:49 AM Pg: 1 of 7

8161443	CTI-CL
0161777	

#### MORTGAGE

(With Future Advance Clause)

1.	DATE AND PARTI	ES. The date of this Mortgage (Security Instrument)	) is	AUG	UST	06, 2003	and th	he
	parties, their addres	s and tax identification numbers, if required, are as	follows:				····· and the	
		<b>)</b> .						
	MORTGAGOR:	FRED RAHIMI	Husba	nd (	as	to parcels 1	thru 4	4
		RITZABETH C RAHIMI	Wife	(as	to	parcels 1 th	ru 4)	
	<b>×</b>	THE FRED RAHIMI LIVING TRUST		(as	to	parcel 5)	·	
	<b>&gt;</b>	THE LL ZABETH RAHIMI LIVING TRUST		(as	to	parcel 5)		
		1227 N LAKEVIEW CT		`		,		
		PALATING IL 50067						
	☐ If checked, refer acknowledgments	to the attached A dendum incorporated herein,	for additi	onal l	Mort	gagors, their sign	atures ar	nd
	acknowledgments							
	LENDER:	Vermillion State Bank						
		107 East Main Street						
		Vermillion. MN 55085						

2. CONVEYANCE. For good and valuable consideration, the eccipt 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 and mortgages to Lender, with the power casale, the following described property:

\* FRED RAHIMI AND ELIZABET .: RAHIMI, AS TRUSTEES OF

SEE ATTACHED EXHIBIT A

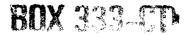
SEE ATTACHED EXHIB:	IT A	
The property is located in Cook	at 641 H	laısfield Lane Unit 300
3541 West Irving Park Rd 1227.N.Lakeview.Court (Address)	Buffalo Grove, Chicago, Palatine	11170 <b>i</b> s <b>%% 5%</b> 60089, 60618,
(radicss)	(City)	(ZIP Code) 60067

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").

- MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall 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.
- 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. (When referencing the debts below, include the borrowers' names, initial and maximum note amounts, interest rates, maturity dates, and any other descriptions you want to add.)

PROMISSORY NOTE DATED AUGUST 06, 2003 \$202,740.50

IN THE AMOUNT OF



All future advances from Leider to Mortgagor or other future obligation of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one B. All future advance from person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor 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. 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

C. All obligations Mortgagor 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 Mortgagor and Lender.

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.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission. **PAYMENTS.** Mortgagor 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.

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage, with the power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

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, Mortgagor agrees:

A To make all payments when the and to profer or comply with all acceptance.

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

B. To promptly deliver to Lender any notices that Mortgagor 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.

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

DUE ON SALE OR ENCUMBRANCE. 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, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property are shall remain in effect until the Secured Debt is paid in full and this Security

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

Lender or Lender's agents may, at Lender's option, ent if the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor 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 Mortgagor will in no way rely on

Lender's inspection.

11. AUTHORITY TO PERFORM. If Mortgagor fails to perform or 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 reformance. Lender's right to perform for Mortgagor any of

in fact to sign Mortgagor's name or pay any amount necessary for refformance. 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. If any constitution on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necess ry to protect Lender's security interest in the Property, including completion of the construction.

ASSIGNMENT OF LEASES AND RENTS. Except as otherwise provided in this section, Mortgagor irrevocably grants, bargains, conveys, sells and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents") Mortgagor will promitely provide Lender with true and "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is effective immediately upon the execution of this nortgago and perfected upon the recording of this Mortgage. This assignment will remain in effect during any redemption period will the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the property without the necessity of commencing legal action. On receiving notice of default, Mortgagor will endorse and deliver to Lender and payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Posts with any other funds. Any amounts collected will be applied first, as set forth in M.S.A. §576.01, subdivision 2, at d hen, as otherwise provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and

This section applies only if the Mortgage secures an original principal debt of \$100,000 or more or is a lien upon residential real estate containing more than four dwelling units, and is not a lien upon property which is entirely homesteaded as agricultural property or residential real estate containing four or fewer dwelling units where at least one of the units is homesteaded. This assignment may only be enforced against the nonhomestead portion of the mortgaged

13. 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 f the condominium or planned unit development.

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

 A. Any party obligated on the Secured Debt fails to make payment when due.
 B. A breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt.

by Mongagor of C. Any statement, rep

any o-maker, endorser, guarantor or surety to Lender at any time shall prove to have been incorrect or misleading in any material respect when made.

Lender at any time shall prove to have been incorrect or misleading in any material respect when made.

D. Mortgagor or any such co-maker, endorser, guarantor or surety shall die, liquidate, merge, consolidate, transfer a substantial part of its property, or if a partnership, limited liability partnership, or limited liability company, suffer the death, dissolution or liquidation of any partner or member.

E. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired.

15. REMEDIES ON DEFAULT. If this is a conventional loan under Minn. Stat. § 47.20, Lender will give Borrower written notice of default prior to foreclosure, unless the default consists of the sale of the Property without Lender's consent. The notice will specify: (a) the nature of the default: (b) the action required to cure the default: (c) a date, not less than 30 days. notice of default prior to foreclosure, unless the default consists of the sale of the Property without Lender's consent. The notice will specify: (a) the nature of the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is mailed by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by the mortgage and sale of the mortgaged premises; (e) that the Borrower has the right to reinstate the mortgage after acceleration; and (f) that the Borrower has the right to bring a court action to assert the nonexistence of a default or any other defense of the Borrower to acceleration and sale. Additionally, in some other 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. Subject to these limitations if the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or any part of the Property. This lien shall continue as a lien on any part of the Property not sold on foreclosure

not sold on foreclosure. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrum in and any related documents including without limitation, the power to sell the property. If there is a default, Lender may, in addition to any other permitted remedy, advertise and sell the property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Mortgagor at such time and place as Lender designates. If Lender invokes the power of sale, Lender shall give notice of the sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale. Lender or its designee may purchase the Property at any sale.

Upon the sale of the Property and to the extent not prohibited by law, Lender shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser. Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage; (c) any excess to the person or personal legally entitled to it. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein

evidence of the facts set forth therein.

If the Property is sold pursuant to this section, Mortgagor, or any person holding possession of the Property through Mortgagor, shall immediately surrender ross ssion of the Property to the purchaser at the sale. If possession is not surrendered, Mortgagor or such person hall be a tenant holding over and may be dispossessed in accordance with

applicable law.

All remedies are distinct, cumulative and no. sclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a

Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any pristing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later cot side the event a default if it continues or happens again.

16. EXPENSES; ADVANCES ON COVENANTS; ATTOPNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the contract interest rate in effect from time to time as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Londer in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may proude, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release. any recordation costs of such release

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Comprehensive and Liability Act (CERCLA, 42) Means, without limitation, the Comprehensive Environmental Response, Companiation 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 jublic health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender to Hazardous Characteristics and acknowledged in writing to Lender to Hazardous.

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 teran 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.

18. 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 lies document. other lien document.

other tien document.

19. 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

All insurance policies and renevals shall be receptable to leader and shall induce a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately noiny 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.

20. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

- 21. 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.
- 22. 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. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or that e any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument.
- 23. APPLICABLE LAW; Severability; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lende is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral objectment. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with a plicable 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.
- 24. NOTICE. Unless otherwise required by law, any locace shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of the Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to the protection of the protection of
- 25. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement, dower and homestead exemption rights relating to the Property.
- 26. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

	Line of Credit	t. The Secured Debt in	ncludes a revolvii	ng are of credit prov	ision. Although the Secur	red Debt may be
	reduced to a ze	ero balance, this Securi	ity Instrument wi	ll remain in effect unt	til released.	
[_	Construction I on the Property		istrument secures	an obligation incurre	ed for the construction of	an improvement
	future and that statement and a Uniform Com	t are or will become fi any carbon, photograp mercial Code.	ixtures related to hic or other repro	the Property. 10's Soduction may be filed	ods that Mortgagor own ecurity Instrument suffice of record for purposes o	es as a financing f Article 9 of the
	amend the tern	ovenants and agreements of this Security Institute I Planned	rument. [Check a	all applicable boxes	are incorporated into and	l supplement and
	Additional Te		u Omi Developii.	en Rider (2) Omer	Office	
SIGNAT any attacl	URES: By sign	ing below, Mortgagor gor also acknowledges	agrees to the ter	ms and covenants co of this Security Instr	ntained in this Security I tument on the date stated	nstrument and in on page 1.
	ma R		08/06/03	Earshoth	C. Rahine	08/06/03
(Signature)	FRED RAHIM	Ï	(Date)	(Signature) ELIZA	SETH C RAHIMI	(Date)
ACKNIO	WLEDGMENT	r. TLLINOTS			COOK	
ACKIO	STATE OF	MAINNESOTA	CO	UNTY OF	DAKOTA	} ss.
(Individual)	This instrumer	nt was acknowledged b	pefore me this Husband	6th day of ELIZABETH C RA	AUGUST 20	0.03
(Seal)	My commission			Capapin	Barry Public)	
	OFFIC CYNTH	TIAL SEAL SIAL BARRERA LIC, STATE OF BLINOIS HON EXPRES: 05/26/06				
This inst	rument was prep	parcu by	ion State Ba	nk ermillion, MN	, of 55085	
	ast Main St				**************************************	(page 4 of 4)
©199	14 Bankers Systems, Inc.	St. Cloud, MN +1-800-397-23-	41) Form RE MTG-MN:	3/29/9/		page . o

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EXHIBIT "A"

Parcel #1

UNIT 641-300 IN CHATHAM EAST CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 7 IN CHATHAM SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 91547050, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P-641-3, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED

PARCEL 3:

BASEMENTS FOR THE BENEFIT OF PARCIL 1. OVER, UNDER AND UPON PART OF LOT 7 AS CREATED BY MASTER DECLARATION OF CHATILA BAST CONDOMINIUM COMMON AREA ASSOCIATION RECORDED OCTOBER 18, 1991 AS DOCUMENT (1547049 AND BY DEED RECORDED SEPTEMBER 4, 1992 AS DOCUMENT 92659244.

Parcel 4

LOT 3 IN BLOCK 2 IN BRICKERDIKE'S ADDITION TO INVING PARK, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF TLISTON AVENUE IN SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3541 WEST IRVING PARK ROAD, CHICAGO, IL 60618. The Real Property tax identification number is 13-23-200-007-0000.

Parcel 5

LOT 53 IN LAKESIDE ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1227 N. LAKEVIEW COURT, PALATINE, IL 60067. The Real Property tax identification number is 02-09-204-015-0000.

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0324133150 Page: 6 of 7

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ΔŢ	$\Gamma T A$	<b>CHMENT</b>	TOI	MORTGA	GE DATED	AUGUST	6, 2003
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Mortgagor:

'as Fred Rahimi Living Trust

Lender:

Vermilion State Bank 107 East Main Street Vermillion, MN 55085

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

Fred Rahimi, Trustee under The Fred Rahimi Living Trust

Elizabeth Rahimi, Trustee under The Fred Rahimi Living Trust

**ACKNOWLEDGMENT:** 

(Individual)

STATE OF ILLINOIS, COUNTY OF COOK ss.

This instrument was acknowledged before me this

day of

By Fred Rahimi

Trustee

Elizabeth Rahimi

My commission expires:

(Seal)

OFFICIAL SEAL CYNTHIA BARRERA

0324133150 Page: 7 of 7

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Mortgagor:

The Elizabeth Rahimi Living Trust

Lender:

Vermilion State Bank 107 East Main Street Vermillion, MN 55085

**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.

Fred Rahimi, Trustee under The Elizabeth Rahimi Living Trust

Eliabeth Kahimi

Elizabeth Rahimi, Trustee under The Elizabeth Rahimi Living Trust

**ACKNOWLEDGMENT:** 

(Individual)

STATE OF ILLINOIS, COUNTY OF COOK} ss.

This instrument was acknowledged before me this

day of

By Fred Rahimi Trustee

Elizabeth Rahimi

777, 5) ee

My commission expires:

(Seal)

(Notary Public)

OFFICIAL SEAL
CYNTHIA BARRERA
HOTARY PUBLIC, STATE OF ILLINOIS
HY COMMISSION EXPIRES:05/26/06