

UNOFFICIAL COPY



Doc#: 0409018111
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 03/30/2004 04:07 PM Pg: 1 of 4

SATISFACTION OF REAL ESTATE MORTGAGE - BY LENDER

The undersigned Lender certifies that the following is fully paid and satisfied: Mortgage executed by **IRVING Z. RAPAPORT AND BARBARA L. RAPAPORT**, to Lender and recorded in the office of the Register of Deeds of **COOK** County, as Doc. No. **0329303007**, covering the real estate described below:

LEGAL ATTACHED:

Property address: Commonly known as 2156 Claridge Land, Northbrook, IL 60062

RETURN TO:
Bank One Services Corporation
Commercial Collateral Department
P.O. BOX 33035
Louisville, KY 40232-3035

04-14-301-080 Vol. 132

Parcel Identification Number

if checked here, real estate description continues or appears on attached sheet.

STATE OF KENTUCKY
County of JEFFERSON

Dated MARCH 12, 2004

This instrument was acknowledged before me
on MARCH 12, 2004
by RAY CLARK
(name of person(s))

BANK ONE, NA
NAME OF LENDER

as OFFICER
(Type of authority, e.g., officer, trustee, etc. if any)

By [Signature]
Title A.V.P.

of BANK ONE
(Name of party on behalf of whom Instrument was executed)

* _____

Barbara F. Lewis
* BARBARA F. LEWIS

Attest _____

Title _____

* _____

Notary Public, KENTUCKY
My commission (Expires)(Is) Notary Public, State at Large, KY
My commission expires Aug. 25, 2004

This instrument was drafted by:

Mary Burns

*Type or print name signed above
Mary Burns
121-7365491406

59
P4
M4
SN
CM

UNOFFICIAL COPY

PREPARED BY:
Michael S. Tuma

WHEN RECORDED RETURN TO:

Commercial Loan Services
KYI-4340
P.O. Box 33035
Louisville, KY 40232

Property of Cook County Clerk's Office

BANK ONE.

Mortgage

THIS MORTGAGE is dated as of July 22, 2003, from Irving Z. Rapaport and Barbara L. Rapaport, as tenants in common, whose addresses are 2156 Claridge Lane, Northbrook, IL 60062 and 2156 Claridge Lane, Northbrook, IL 60062, respectively (collectively, the "Mortgagor"), to Bank One, NA, with its main office in Chicago, IL whose address is 111 E. Wisconsin Ave, Milwaukee, WI 53202, and its successors and assigns (the "Mortgagee").

The Mortgagor MORTGAGES, GRANTS, CONVEYS AND WARRANTS to the Mortgagee all of the Mortgagor's right, title and interest, now owned or hereafter acquired, in the "Premises." The Premises includes the following:

- (1) The real property, and all the existing or subsequently affixed or erected buildings, structures and improvements on it, described as:

Located in the Village of Northbrook, County of Cook, State of Illinois:

PARCEL I:

AN UNDIVIDED 1/151 INTEREST IN (1) THAT CERTAIN GROUND LEASE DATED AS OF NOVEMBER 22, 1996, BY AND BETWEEN COLE TAYLOR BANK, AS SUCCESSOR-TRUSTEE TO HARRIS TRUST AND SAVINGS BANK UNDER TRUST AGREEMENT DATED APRIL 29, 1991 AND KNOWN AS TRUST NO. 94707, AS LESSOR ("LESSOR"), AND ASSIGNOR/GRANTOR, AS LESSEE, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 9, 1996 AS DOCUMENT NO. 96927871, AS AMENDED BY THAT CERTAIN FIRST AMENDEMNT TO GROUND LEASE DATED AS OF JANUARY 6, 1997 BY AND BETWEEN LESSOR AND ASSIGNOR/GRANTOR, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON FEBRUARY 28, 1997 AS DOCUMENT NO. 97141059, AS AMENDED BY THAT CERTAIN JOINDER TO GROUND LEASE DATED AS OF NOVEMBER 7, 1997 BY THE ROYAL RIDGE HOMEOWNERS ASSOCIATION, AN ILLINOIS NOT FOR PROFIT CORPORATION, AND RECORDED IN THE OFFICE OF THE RECORDER

UNOFFICIAL COPY

OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 12, 1997 AS DOCUMENT NO. 97846934, AND AS FURTHER AMENDED FROM TIME TO TIME (COLLECTIVELY, THE "GROUND LEASE"); AND (II) THE LEASEHOLD ESTATE IN THE PREMISES (THE "PREMISES") LEGALLY DESCRIBED AS:

LOT 1 IN ROYAL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 3, 1997 AS DOCUMENT NO. 97818381.

COMMONLY KNOWN AS TECHNY PARCEL E-1 LOCATED ON THE EAST SIDE OF WAUKEGAN ROAD, SOUTH OF TECHNY ROAD, IN NORTHBROOK, ILLINOIS.

EACH WITH RESPECT SOLELY TO THE BUILDING SITE IDENTIFIED AND LEGALLY DESCRIBED AS FOLLOWS:

BUILDING SITE 73

BEING THAT PART OF LOT 1 IN THE PLANNED UNIT DEVELOPMENT OF ROYAL RIDGE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1997 AS DOCUMENT NUMBER 97818381, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 689.04 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 769.56 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2156 AND 2158 CLARIDGE LANE) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT THREE (3) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR WALL OF SAID RESIDENCE; 1) NORTH 37 DEGREES 27 MINUTES 53 SECONDS WEST 36.92 FEET; 2) NORTH 52 DEGREES 32 MINUTES 07 SECONDS EAST 8.17 FEET; 3) NORTH 37 DEGREES 27 MINUTES 53 SECONDS WEST 19.33 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 07 SECONDS EAST 23.34 FEET TO THE CENTERLINE OF A PARTY WALL; THENCE SOUTH 37 DEGREES 27 MINUTES 53 SECONDS EAST ALONG THE CENTERLINE OF THE PARTY WALL FOR 64.00 FEET; THENCE ALONG A LINE FOLLOWING THE NEXT FOUR (4) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 52 DEGREES 32 MINUTES 07 SECONDS WEST 4.00 FEET; 2) NORTH 37 DEGREES 27 MINUTES 53 SECONDS WEST 2.00 FEET; 3) SOUTH 52 DEGREES 32 MINUTES 07 SECONDS WEST 15.29 FEET; 4) NORTH 37 DEGREES 27 MINUTES 53 SECONDS WEST 5.75 FEET; THENCE SOUTH 52 DEGREES 32 MINUTES 07 SECONDS WEST 12.21 FEET TO THE PLACE OF BEGINNING, CONTAINING 1722 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2156 CLARIDGE LANE NORTHBROOK, ILLINOIS 60062.

PARCEL II:

FEE SIMPLE TITLE IN AND TO THE BUILDING AND ALL IMPROVEMENTS (BUT EXCLUDING THE LAND) LOCATED ON THE BUILDING SITE LEGALLY DESCRIBED HEREIN (INCLUDING ANY PORTION OF SUCH BUILDING AND IMPROVEMENTS WHICH IS LOCATED ON PORTIONS OF THE COMMON AREA (AS DEFINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR THE ROYAL RIDGE SUBDIVISION DATED AS OF NOVEMBER 3, 1997, AND RECORDED WITH THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 3, 1997 AS DOCUMENT NO. 97820006 (THE "DECLARATION"), WHICH IMPROVEMENTS CONSIST OF A DWELLING UNIT (AS DEFINED IN THE DECLARATION); SUBJECT TO THE TERMS AND PROVISIONS OF THE GROUND LEASE.

UNOFFICIAL COPY

PARCEL III:

EASEMENTS APPURTENANT TO PARCELS 1 AND 2 FOR THE BENEFIT OF SUCH PARCELS AS SET FORTH IN THE AFORESAID DECLARATION.

LIMITED COMMON AREA FOR BUILDING SITE 73

THAT PART OF LOT 1 IN THE PLANNED UNIT DEVELOPMENT OF ROYAL RIDGE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1997 AS DOCUMENT NUMBER 97818381, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 689.04 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 56 SECONDS WEST 769.56 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2156 AND 2158 CLARIDGE LANE), FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT TWO (2) COURSES AND DISTANCES COINCIDENT WITH EXTERIOR FOUNDATION WALL OF SAID RESIDENCE: 1) NORTH 52 DEGREES 32 MINUTES 07 SECONDS EAST 12.21 FEET; 2) SOUTH 37 DEGREES 27 MINUTES 53 SECONDS EAST 5.75 FEET; THENCE NORTH 52 DEGREES 32 MINUTES 07 SECONDS EAST 5.79 FEET; THENCE SOUTH 37 DEGREES 27 MINUTES 53 SECONDS EAST 8.75 FEET; THENCE SOUTH 52 DEGREES 32 MINUTES 07 SECONDS WEST 18.00 FEET; THENCE NORTH 37 DEGREES 27 MINUTES 53 SECONDS WEST 14.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as 2156 Claridge Lane, Northbrook, Illinois 60062;
Tax Parcel Identification No. 04-14-301-080 Vol. 132

- (2) All easements, rights-of-way, licenses, privileges and hereditaments appurtenant to or used in connection with the Premises;
- (3) All land lying in the bed of any road, street, alley or the like, opened, proposed or vacated, public or private, or any strip or gore, adjoining the Premises;
- (4) All mineral, coal, oil, gas and water rights, royalties, water courses, ditch rights, water and water stock, timber and timber rights, if any;
- (5) All insurance, condemnation and other awards or payments, including interest, made as a result of: (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the Premises, (d) any other injury to or decrease in the value of the Premises, (e) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises and (f) the reasonable attorneys' and fees and court costs;
- (6) All rights to make divisions of the real estate comprising the Premises that are exempt from the platting requirements of all applicable land division or platting acts, as amended from time to time; and
- (7) All licenses, contracts, permits and agreements required or used in connection with the ownership, maintenance or operation of the Premises.

The Premises are unencumbered except for liens for taxes and assessments not yet due and payable, building and use restrictions of record, zoning ordinances, and any other encumbrances disclosed to the Mortgagee in writing as of the date of this Mortgage ("Permitted Encumbrances"). If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide the Mortgagee copies of all writings pertaining to Permitted Encumbrances and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the Liabilities.

The term "Liabilities" in this Mortgage means all obligations, indebtedness and liabilities of the Borrower to any one or more of the Mortgagee, BANK ONE CORPORATION, and any of their subsidiaries, affiliates or successors, now existing or later