

# UNOFFICIAL COPY



## SATISFACTION OF MORTGAGE

When recorded Mail to:  
Nationwide Title Clearing  
2100 Alt 19 North  
Palm Harbor, FL 34683

Doc#: 0416631048  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 06/14/2004 09:26 AM Pg: 1 of 3

L#:8452792

The undersigned certifies that it is the present owner of a mortgage made by EDWARD MOORE to COLE TAYLOR BANK bearing the date 11/14/02 and recorded in the office of the Recorder or Registrar of Titles of COOK County, in the State of Illinois in Book \_\_\_\_\_ Page \_\_\_\_\_ as Document Number 0021324414 ✓  
The above described mortgage is, with the note accompanying it, fully paid, satisfied, and discharged. The recorder of said county is authorized to enter this satisfaction/discharge of record. To the property therein described as situated in the County of COOK, State of Illinois as follows, to wit:

SEE EXHIBIT A ATTACHED  
known as:1889 MAPLE AVE #W10 EVANSTON, IL 60201 ✓  
PIN# 11-18-113-019  
dated 04/23/04  
COLE TAYLOR BANK

By: Elsa McKinnon Vice President

STATE OF Florida COUNTY OF Pinellas  
The foregoing instrument was acknowledged before me on 04/23/04  
by Elsa McKinnon the Vice President  
of COLE TAYLOR BANK  
on behalf of said CORPORATION.



STEVEN ROGERS  
Notary Public, State of Florida  
My Commission Exp. Jan.8, 2007  
# DD0176151  
Bonded through  
Florida Notary Assn., Inc.

Steven Rogers Notary Public/Commission expires: 01/08/2007

Prepared by: V. Escalante - NTC 2100 Alt 19 N., Palm Harbor, FL 34683

FOR THE PROTECTION OF THE OWNER THIS RELEASE SHOULD BE FILED WITH THE RECORDER OR REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.



CTBRL KS 441KS ML

S-y  
P-3  
S-N  
M-y  
anB

# UNOFFICIAL COPY

3539/0256 03 001 Page 2 of 13  
2002-12-02 12:25:09  
Cook County Recorder 63.00

806 2815 CMC

RECORDATION REQUESTED BY:  
COLE TAYLOR BANK  
OLD ORCHARD/RETAIL  
BANKING  
4801 W. GOLF ROAD  
SKOKIE, IL 60077



WHEN RECORDED MAIL TO:  
Cole Taylor Bank  
Loan Services  
P.O. Box 88452, Dept A  
Chicago, IL 60609-8452

SEND TAX NOTICES TO:  
Edward Moore  
Joseph Baron  
1889 Maple Avenue, Unit  
#W10  
Evanston, IL 60201

8452792

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

Cole Taylor Bank  
P. O. Box 88452 - Dept. A  
Chicago, IL 60690

VB

## MORTGAGE

**MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$125,000.00.

**THIS MORTGAGE** dated November 14, 2002, is made and executed between Edward Moore, an unmarried person and Joseph Baron, an unmarried person (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 4801 W. GOLF ROAD, SKOKIE, IL 60077 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

**PARCEL 1:** LOT 10 IN IVY COURT SUBDIVISION BEING A SUBDIVISION OF LOT 1 OF BROADACRE SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:** NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, USE AND ENJOYMENT OVER AND UPON PARTS OF LOT 31 IN IVY COURT SUBDIVISION AFORESAID AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND PARTY WALL RIGHTS FOR IVY COURT HOMEOWNERS' ASSOCIATION RECORDED MAY 6, 1998 AS DOCUMENT NUMBER 98373124.

**PARCEL 3:** RIGHT TO THE USE OF 10W, FOR PARKING PURPOSES AS SET FORTH IN AND SHOWN

BOX 333-CT

**UNOFFICIAL COPY**

Loan No: 8452792

MORTGAGE  
(Continued)

Page 2

ON EXHIBIT C OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND OPARTY WALL RIGHTS FOR IVY COURT HOMEOWNERS' ASSOCIATION RECORDED MAY 6, 1998 AS DOCUMENT NUMBER 98373124.

The Real Property or its address is commonly known as 1889 Maple Avenue, Unit #W10, Evanston, IL 60201. The Real Property tax identification number is 11-18-113-019

**REVOLVING LINE OF CREDIT.** Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person

21324114