

# UNOFFICIAL COPY



## MORTGAGE

Doc#: 0529455141 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/21/2005 04:11 PM Pg: 1 of 4

THIS AGREEMENT, made October 20, 2005, between MIRIAM WILSNACK, Palatine, Illinois, herein referred to as "Mortgagors", and GARY R. SMITH, 12 Forest Lane, South Barrington, Illinois, herein referred to as "Mortgagee", witnesseth:

THAT WHEREAS the Mortgagors are jointly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000.00), payable to the order of and delivered to the Mortgagee, in and by which note Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on 15th day of October, 2018, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 12 Forest Lane, South Barrington, Illinois 60010.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Palatine, County of Cook, The State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Which, with the property hereinafter described, as referred to herein as the "premises,"

P.I.N. No.: 02-11-200-012, 02-11-200-013 and 02-11-200-014

Address: 512 E. Thornhill Lane, Palatine, Illinois 60067

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning,

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water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constitution part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of record owner is: MIRIAM WILSNACK

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor on the date first above written.

Miriam Wilsnack  
MIRIAM WILSNACK

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LAKE        )

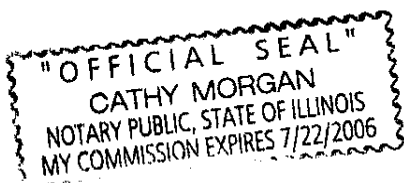
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Miriam Wilsnack, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as 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 official seal this 21 day of October, 2005.

Cathy Morgan  
Notary Public

Prepared by: Peter F. LoMonaco, 1580 S. Milwaukee Ave, Suite 220, Libertyville, Illinois

Mail to: Peter F. LoMonaco, 1580 S. Milwaukee Ave., Suite 220, Libertyville, IL 60048



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EXHIBIT A - LEGAL DESCRIPTION

UNIT 11-2-Q-512 IN THE CONCORD MILLS CONDOMINIUM, AS DELINEATED ON A SURVEY OF PART OF CONCORD MILLS UNIT 1, BEING A SUBDIVISION IN PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 15, 1995 AS DOCUMENT NO. 95-620,663 AND CONCORD MILLS UNIT 2, BEING A SUBDIVISION IN PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 15, 1995 AS DOCUMENT NO. 95-620,664 IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 22, 1996 AS DOCUMENT NO. 96-139,138, TOGETHER WITH A PERCENTAGE INTEREST OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH THE AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 512 EAST THORNHILL LANE, PALATINE, ILLINOIS

PERMANENT INDEX NUMBER: 02-11-200-012

PERMANENT INDEX NUMBER: 02-11-200-013

PERMANENT INDEX NUMBER: 02-11-200-014

SAID MATTER AFFECTS THE LAND AND OTHER PROPERTY

END OF SCHEDULE A

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****INSTALLMENT NOTE**

\$120,000.00

Lake County, Illinois


FOR VALUE RECEIVED, the undersigned promises to pay to the order of GARY R. SMITH, the principal sum of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) payable in installments as follows:

Payment of \$1,175.00 a month due on the 15<sup>th</sup> of each month commencing on November 15, 2005 and continuing for the next 155 months. The final payment of \$838.05 shall be due on October 15, 2018.

Each of said installments of principal shall bear interest after maturity at the highest rate now permitted by Illinois law, and the said payments of both principal and interest are to be made at such place as the legal holders of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at 512 E. Thornhill Lane, Palatine, Illinois, 60067.

The payment of this note is secured by mortgage, bearing even date herewith, to GARY R. SMITH, Mortgagee, on real estate in the County of Cook, Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become immediately due and payable at the place of payment aforesaid in case of any default the payment of principal when due in accordance with the terms hereof or when default shall occur and continue for three days in the performance of any other agreement contained in said mortgage, or in case the right so to elect shall accrue to the holder or holders hereof under any of the provisions contained in said mortgage.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

  
GARY R. SMITH

  
MIRIAM WILSNACK