

# UNOFFICIAL COPY



Doc#: 0605549016 Fee: \$36.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/24/2006 09:20 AM Pg: 1 of 7

Prepared by/  
Return to:

Louise S. Greenfield  
Berlin & Braude  
650 Dundee Road #456  
Northbrook, IL 60062

Property of COOK COUNTY  
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 15, 2005. The mortgagor is **Daniel A. Cohan** ("**Borrower**"), whose business address is 108 Wilmet Road, Suite 330, Deerfield, IL 60015. This Security Instrument is given to **Sara Green Cohan** ("**Lender**"), whose address is 2716 Blackhawk Road, Wilmette, IL 60091. **\*MARRIED**

Borrower owes Lender the principal sum of **Six Hundred Sixty Thousand and 00/100 Dollars (\$660,000.00)**. This debt is evidenced by Borrower's Balloon Mortgage Note dated the same date as this Security Instrument, which provides for the payment of principal and interest, on the earlier of December 15, 2007 or on the sale, conveyance or alienation by Borrower of the real estate commonly known as **1220 Middlebury Lane, Wilmette, Illinois** (the "Real Estate"), unless accelerated as therein described.

This Security Instrument secures to Lender: (a) the repayment, with interest, of the debt evidenced by the Balloon Mortgage Note and any notes and other evidences of indebtedness given in exchange therefor, as the Balloon Mortgage Note and any such notes and other evidences of indebtedness may be amended, modified, supplemented, consolidated, extended or restated from time to time (collectively, the "Note"); (b) the payment of all other sums, with interest, advanced hereunder to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender that certain piece or parcel of land situated in the Village of Wilmette, County of Cook and State of Illinois, more particularly bounded and described on Schedule A attached hereto and made a part hereof, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, and all fixtures now or hereafter a part of the property. All

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all  
TICOR # 399779

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replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied: first, to all amounts chargeable to Borrower under the Note or this Security Instrument except interest and principal; second, to interest due; and last, to principal due.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Security Instrument. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. 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 Borrower subject to Lender's approval which shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments or change the amount of the payments. If under Section 16 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Section, Lender does not have to do so.

Any amounts disbursed by Lender under this Section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Inspection. Lender or her agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages,

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Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at her option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound: Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 14. Borrower's covenants and agreements shall be joint and several.

11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it personally or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Borrower's address stated herein or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Lender requests that copies of notices of foreclosure from the holder of any lien that has priority over this Mortgage be given to Lender. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Section.

12. Governing Law; Severability. This Security Instrument shall be governed by the law of the State of Illinois, subject to the applicability of federal law hereto. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. Assignment of Borrower's Rights as to Improvements. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses that Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of Property. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at Lender's option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice

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shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) five days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (c) pays Lender all sums that then would be due under this Security Instrument and the Note had no acceleration occurred; (d) cures any default of any other covenants or agreements; (e) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (f) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 14.

16. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (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 this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of default of any defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at her option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including but not limited to, reasonable attorneys' fees and costs of title evidence.

17. Assignment of Rents; Lender in Possession. As additional security hereunder, Borrower assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Section 14 or 16 or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Section 14 or 16 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender

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(in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

18. Sale or Transfer of Note. The Note or a partial interest in the Note (together with this Security Instrument) may be sold or transferred one or more times without prior notice to Borrower.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

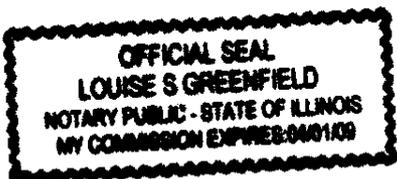
IN WITNESS WHEREOF, the Borrower has signed these presents this fifteenth day of December, 2005.

  
\_\_\_\_\_  
DANIEL A. COHAN

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that DANIEL A. COHAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this fifteenth day of December, 2005.



  
\_\_\_\_\_  
Notary Public

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## TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000399779 SC  
STREET ADDRESS: 1220 MIDDLEBURY  
CITY: WILMETTE COUNTY: COOK COUNTY  
TAX NUMBER: 05-29-402-017-0000

LEGAL DESCRIPTION:

LOTS 17 AND 18 AND THE WEST 1/2 OF THE VACATED ALLEY LYING EASTERLY AND ADJOINING LOTS 17 AND 18 AFORESAID, IN BLOCK 7 IN FIRST ADDITION TO KENILWORTH, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THAT PART LYING SOUTH AND WEST OF THE CENTER LINE OF THE NORTHFIELD ROAD, TOGETHER WITH THE SOUTH 3 ACRES OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AGENT:  
LAW OFFICE OF BOB RYAN  
560 GREEN BAY ROAD #303  
WINNETKA, ILLINOIS 60093

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