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Doc#: 0617839067 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/27/2006 03:00 PM Pg: 1 of 7

**JUNIOR
MORTGAGE**

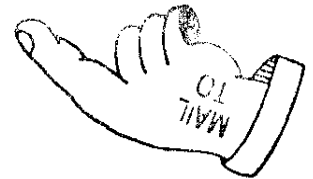
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Property Address: 15 West Penny Road, South Barrington, Illinois 60010
Permanent Index Number: 01-26-100-004-0000



Jane (LF, MF)
THIS MORTGAGE ("Mortgage") is dated April 16, 2006 and is executed by Louise Henrietta Fox and Michael Thomas Fox ("Mortgagor") for the benefit of Louise Henrietta Fox, not individually, but as Trustee of the Mary Diba Living Trust u/a/d January 14, 1992 ("Mortgagee").

Mortgagor is the owner in fee simple as tenants by the entirety of that certain real estate in Cook County, Illinois legally described in **Exhibit A** attached hereto (the "Property").

Mortgagor as of the date hereof has executed a certain Mortgage Note in the principal sum of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) (the "Note") payable to Mortgagee, the terms of which Note are incorporated herein by this reference.

To secure the indebtedness evidenced by the Note and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Mortgagor hereby, Mortgagor agrees as follows:

- 1. Mortgage of Property.** Mortgagor hereby mortgages and conveys unto Mortgagee Mortgagor's aforesaid interest in the Property.

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2. **Waiver of Rights of Reinstatement and Redemption.** Mortgagor hereby waives all rights of reinstatement and redemption as provided in Article XII or XV of the Code of Civil Procedure of Illinois or otherwise available by statute or common law.

3. **Preservation of Property.** Mortgagor shall preserve and maintain the Property in good condition and repair and shall not permit, commit, or suffer any waste, impairment or deterioration thereof or of any part thereof and will not take any action which will increase the risk of fire or other hazard to the Property or to any part thereof.

4. **Damage and Condemnation.** Mortgagor shall give Mortgagee prompt notice of damage of or destruction to the Property and of receipt of notices or information relating to condemnation of part or all of the Property. Mortgagor hereby assigns all awards and payments received in respect thereof to Mortgagee, and shall hold all awards and payments received in respect thereof in trust for the benefit of Mortgagee and shall apply the same in reduction of the balance then due under the Note or in restoration of the Property, as Mortgagee shall direct.

5. **Insurance.** From and after the date hereof and until the release of this Mortgage, Mortgagor shall carry insurance, with companies reasonably satisfactory to Mortgagee, subject to the following terms:

- A. The Property shall be insured at replacement cost in an amount not less than the principal amount of the Note and the principal amounts of the Senior Notes (as defined in Paragraph 9 hereof)
- B. Mortgagor shall carry personal liability insurance against death or injury suffered by tenants or other persons on, or other events occurring on, the Property, in commercially reasonable amounts;
- C. Mortgagee shall be named as co-insured on all policies of insurance covering the Property; and
- D. All such policies of insurance shall not be cancelled without fifteen (15) days prior written notice by the insurer to Mortgagee.

If Mortgagor fails to pay the premium for any such policy of insurance, Mortgagee may, but shall not be required to, pay the same.

6. **Payments by Mortgagee.** Within ten (10) business days after Mortgagee gives Mortgagor notice that Mortgagee has paid any money or incurred any obligation which payment or obligation was required to be paid or undertaken by Mortgagee under the terms hereof, including, but not limited to, payment of premiums on policies of insurance required to be carried by Mortgagor pursuant to the terms hereof, Mortgagor shall reimburse Mortgagee for such payment and shall undertake such obligation and shall cause Mortgagee to be released from liability for such obligation.

7. **Default.** Occurrence of any of the following events shall be an "Event of Default"

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hereunder:

- A. The occurrence of an Event of Default under the Note.
- B. A conveyance, pledge, assignment, or other transfer for any purpose (including, without limiting the generality of the foregoing, for the purpose of sale, gift, or collateral) of an interest in the Property (including, without limiting the generality of the foregoing: a conveyance of title to the Property or an interest therein to a land trustee; an assignment of part or all of the beneficial interest in a land trust holding title to the Property or an interest therein; an installment agreement for deed or for an assignment of beneficial interest of the Property or an interest therein or of part or all of the beneficial interest in a land trust holding title to the Property or an interest therein; a lease of the Property or an interest therein for a term greater than 5 years) without Mortgagee's prior written consent.
- C. The creation or existence of any lien or interest in the Property or an interest therein which is adverse to the interests of Mortgagee or to the lien of this Mortgage (excepting, however, any lien or interest to which this Mortgage is expressly subordinated).
- D. The failure of Mortgagor promptly to pay when due any tax or charge which, if paid late, may become a lien on the Property, or promptly to pay, when due, any premium for insurance required hereunder.
- E. An act of bankruptcy by Mortgagor (or by any guarantor of Mortgagor's obligations hereunder) including, without limiting the generality of the foregoing, the filing of a petition in bankruptcy under any applicable federal bankruptcy law; the failure to cause an involuntary petition in bankruptcy to be dismissed within sixty (60) days from the date such petition is filed; an assignment for the benefit of creditors; or a declaration of insolvency.
- F. The failure of Mortgagor to give Mortgagee notice of damage to the Property, or of receipt of notice relating to condemnation of the Property, within 14 days of such damage or receipt.
- G. The failure of Mortgagor to furnish Mortgagee, not later than 15 days before each anniversary of the date hereof, with certificates of insurance satisfactory to establish that Mortgagor will not, on and after such anniversary and for one year thereafter, be in default under Paragraph 5 hereof.
- H. The failure of Mortgagor to observe or perform any covenant or obligation arising in this Mortgage.
- I. The occurrence of a delinquency or an event of default under the Senior Note or Senior Mortgage as defined in Paragraph 9 hereof which is not cured within the cure period provided in such document.

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8. Mortgagee's Rights on Default. Occurrence of an Event of Default shall allow Mortgagee to re-enter the Property, to declare the principal balance due under the Note secured hereby at once due and payable, and to all other rights and privileges provided by law, and Mortgagee shall be entitled to recover from Mortgagor all attorneys' fees and costs and expenses incurred by Mortgagee in the exercise of Mortgagee's rights hereunder. If Mortgagor is delinquent or in default of the Senior Note or Senior Mortgage as defined in Paragraph 9 hereof, Mortgagee may, but shall not be obligated to, cure such delinquencies or defaults, and Mortgagee shall be entitled to recover from Mortgagor the reasonable amounts so paid and the attorney's fees and reasonable costs incurred in connection therewith. Exercise of any one right shall not preclude Mortgagee from exercising any other right. Waiver of any obligation of Mortgagor or of any right arising upon occurrence of an Event of Default shall not preclude Mortgagee from enforcing such obligation or exercising such right thereafter, and shall not be nor be deemed to be a waiver of any other obligation of Mortgagor or of any right arising from another Event of Default.

9. Subordination.

A. This Mortgage is subordinate to a senior mortgage executed January 31, 2005 and recorded February 25, 2005 by the Cook County Recorder of Deeds as Document No. 0505605165 by Mortgagor, as mortgagor, in favor of MERS, acting solely as nominee for Countrywide Home Loans, Inc., as mortgagee ("the Senior Mortgage"), to secure a note in the principal amount of \$1,000,000.00.

B. This Mortgage is subordinate to a second mortgage (Line of Credit) executed January 31, 2005 and recorded February 25, 2005 by the Cook County Recorder of Deeds as Document No. 0505605166 by Mortgagor, as mortgagor, in favor of MERS, acting solely as nominee for Countrywide Home Loans, Inc., as mortgagee ("the Senior Mortgage"), to secure a note in the principal amount of \$150,000.00.

C. "Senior Mortgage" as used herein means the mortgages and all other security agreements given to the Senior Mortgagee to secure the notes described in Paragraph 9A and 9B hereof. "Senior Note" as used herein means the notes described in Paragraph 9A and 9B hereof. Mortgagee agrees to execute such documents as the mortgagee of a Senior Mortgage may reasonably request to subordinate this Mortgage to the lien of such Senior Mortgage.

10. Notices. All notices, requests, demands, or other instruments required or contemplated to be given or delivered hereunder shall be in writing and delivered either personally, or by Federal Express or comparable delivery service, or by United States mail (postage prepaid, registered or certified, with return receipt requested). Notices to Mortgagor shall be addressed to:

Louise Henrietta Fox and Michael Thomas Fox
15 West Penny Road
South Barrington, IL 60010

Notices to Mortgagee shall be addressed to:

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Louise Henrietta Fox, Trustee
Mary Diba Living Trust
15 West Penny Road
South Barrington, IL 60010

A notice sent by mail is given on the date deposited with the United States mail for delivery. Any party may change the address to which any such notice, request, demand or other instrument is to be delivered by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until actually received.

10. Release of Mortgage. When the Note has been paid in full and all other obligations of Mortgagor have been discharged, then Mortgagee shall execute and deliver to Mortgagor release deeds or other documents requested by Mortgagor for the purpose of releasing this Mortgage. All such documents shall be prepared by Mortgagor and shall be subject to Mortgagee's reasonable approval. All costs in connection with such documents, including, but not limiting the generality of the foregoing, the cost of recording a release deed, shall be paid by Mortgagor.

11. Miscellaneous. This Mortgage shall be construed and enforced in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision hereof shall not modify or impair the validity and enforceability of all other provisions hereof. Use of paragraph headings and of singular and plural, masculine, feminine and neuter nouns and pronouns are made for convenience only and shall be liberally construed. This Mortgage shall be binding upon and inure to the benefit of the representatives, heirs, executors, successors, and assigns of the parties hereto.

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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 26, A DISTANCE OF 466.68 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 466.69 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 26, DISTANCE OF 466.68 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 26 THAT IS 466.69 FEET SOUTHERLY OF (MEASURED ALONG SAID WEST LINE) THE PLACE OF BEGINNING, THENCE NORTHERLY ALONG SAID WEST LINE A DISTANCE OF 466.69 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.