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This document prepared by (and after recording return to):
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Doc#: 0631801151 Fee: \$28.00
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 11/14/2006 10:44 AM Pg: 1 of 3

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05-20-107-008-0000

(Parcel Identification Number)

#S15092613

MORTGAGE

Colin Knight and Sara Knight, husband and wife, Mortgagor, of the City of Winnetka, County of Cook, and State of Illinois, in consideration of the sum of Six Hundred Fifty Thousand Dollars (\$650,000.00) the receipt of which is hereby acknowledged, and to secure the payment of a certain promissory note of even date herewith, executed by Colin Knight and Sara Knight, husband and wife and payable to the order of The Lacy Family Mortgage Fund, LLC, a Wisconsin limited liability company, mortgages and warrants to The Lacy Family Mortgage Fund, LLC, a Wisconsin limited liability company, Mortgagee of the City of Brookfield, County of Waukesha, State of Wisconsin, the following described real estate:

Lot 3 in Block 4 in Groveland Addition to Winnetka, being a Subdivision of the East 70 Acres of the Northwest ¼ of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 05-20-107-008-0000

situated in the City of Winnetka, County of Cook, and State of Illinois, hereby releasing and waving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois,

1. It is agreed that if default be made in the payment of said note either of the principal or interest payments or interest, or if the grantor shall fail to pay taxes levied when due, commit or permit waste, or shall breach any other provision herein provided, in each event and immediately without notice to the Grantor, at the option of the holder thereof, said note shall become due and payable, and the Mortgagee or the holder of the note secured hereby, shall have the right to institute foreclosure proceedings for the appointment of a Receiver to collect the rents and income from said premises, and to obtain a decree for sale thereof; and from the proceeds of such sale to first pay court costs, costs of advertising and publication, title continuation costs, Master's fees, reasonable attorney's fees, and other expenses of such proceeding; all sums advanced for the payment of taxes, insurance or other liens, with interest thereon at the rate of 7% per annum; then to pay the principal of said note and interest due thereon; and the balance then remaining to be paid to the Grantor. It shall not be the duty of the purchaser to see to the application of the purchase money. If the proceeds of the sale shall be insufficient to pay the aforesaid, a deficiency may be entered against the Grantor.
2. The Receiver appointed by the Court shall be vested with all the powers and duties of a receiver, including the right to take possession of said premises, collect rents and Income both during the

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- pendency of the foreclosure proceedings, and following the entry of a decree and until the expiration of the period of redemption.
3. Grantor shall maintain in force Insurance against loss, by fire on said premises, and casualty loss thereto, and shall deposit policies of insurance, and evidence of payment of the premiums thereon, with the holder of said note. Such policies shall contain loss payable clauses in favor of the Mortgagee as his interest may appear, and Grantor agrees in the event of a loss by fire or casualty the holder of said note shall have the right to compromise and collect for such loss in the name and stead of Grantor, and to apply the proceeds therefrom to the indebtedness on said note which shall, at the holder's option become due and payable. If Grantor shall fail to maintain insurance in the amount of the indebtedness, the holder of the note shall have the right to place such insurance, and the cost thereof shall be an additional indebtedness under said note.
 4. All of the Covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns

Upon the payment of said note according to the tenor thereof, and the performance of the covenants herein contained and unless said premises are sold by court decree for a breach hereof, Mortgagee shall upon demand furnish Mortgagor with a Deed re-conveying said premises. Whether there shall be more than one party as Mortgagor or Mortgagee, the terms "Mortgagee" and "Mortgagor" may be used.

Dated this 30th day of October, 2006

Colin Knight
Mortgagor: Colin Knight

Sara Knight
Mortgagor: Sara Knight

STATE OF ILLINOIS
COUNTY OF COOK

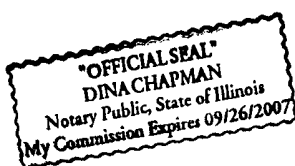
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Colin Knight and Sara Knight, husband and wife** personally known to me to be the same person(s) whose name are subscribed to the foregoing instrument, appeared before me this day in person, and 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 notarial seal this the 30th day of October, 2006.

Dina Chapman
Notary Public

Dina Chapman
Print Name

(SEAL)



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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 ST5092613 BNC
STREET ADDRESS: 1016 SPRUCE STREET
CITY: WINNETKA **COUNTY:** COOK
TAX NUMBER: 05-20-107-008-0000

LEGAL DESCRIPTION:

LOT 3 IN BLOCK 4 IN GROVELAND ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE EAST 70 ACRES OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office