

UNOFFICIAL COPY

RECORDING REQUESTED
BY AND WHEN RECORDED
MAIL TO:

Robert M. Burke, Jr.
Heineke & Burke, LLC
2 North LaSalle Street
Suite 1110
Chicago, Illinois 60602



Doc#: 0632534070 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/21/2006 11:37 AM Pg: 1 of 3

MORTGAGE

THIS MORTGAGE, (this "Mortgage") is made as of the 20th day of October, 2006, by **JULIE A. DUNLEAVY**, personally (the "Borrower"), having an address at 4536 Gilbert, Western Springs, IL 60558 to **MICHAEL P. SULLIVAN, Beneficiary of the Isabel Sullivan Trust dated October 11, 2001** (collectively, the "Lender") having an address at 4526 Harvey, Western Springs, IL 60558.

Borrower has executed and delivered to Lender a Promissory Note (the "Note") of even payable to the order of Lender in the total principal sum of Eighty Two Thousand Dollars (\$82,000.00) bearing interest and payable as set forth in the Note, and due on September 30, 2021.

In order to secure the payment of the principal indebtedness under the Note and interest and premiums on the principal indebtedness under the Note (and all replacements, renewals and extensions thereof, in whole or in part) according to its tenor, and to secure the payment of all other sums (including Participation Interest, as defined in the Note) which may be at any time due under the Note, or this Mortgage (collectively such sums are sometimes referred to herein as "Indebtedness"); and to secure the performance and observance of all the covenants, agreements, and provisions contained in this Mortgage and the Note; and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower **DOES HEREBY MORTGAGE AND CONVEY** unto Lender, its successors and assigns forever, the following property, rights and interests (which are referred to herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as hereinafter defined) and not secondarily:

This **Mortgage** is **executed** by **JULIE A. DUNLEAVY**, personally, and said **JULIE A. DUNLEAVY** hereby warrants that she possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note

RY
OK

UNOFFICIAL COPY

contained shall be construed as creating any liability on behalf of the lender, **MICHAEL P. SULLIVAN, Beneficiary of the Isabel Sullivan Trust dated October 11, 2001**, personally to pay said note or any interest that may accrue thereof, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all such liability if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as **MICHAEL P. SULLIVAN, Beneficiary of the Isabel Sullivan Trust dated October 11, 2001**, or his successors, personally are concerned, the legal holder or holders shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

Signatures of the LENDER expressly exclude covenant of mortgagor pursuant to **Hazardous Substance Clause** of this Mortgage as well as any and all other provisions which may be contained herein with respect to the condition of the premise. LENDER **does not** covenant or warranty that the premises are free from any Hazardous substances, or that the premises are in compliance with the terms of any environmental act including but not limited to the Comprehensive Environmental Response, Liability and Compensation Act, the Resource Conservation and Recovery and or the Environmental Protection Act.

IN WITNESS WHEREOF, **MICHAEL P. SULLIVAN, Beneficiary of the Isabel Sullivan Trust date October 11, 2001**, has caused these presents to be signed this 19th day of October, 2006.

ATTEST :

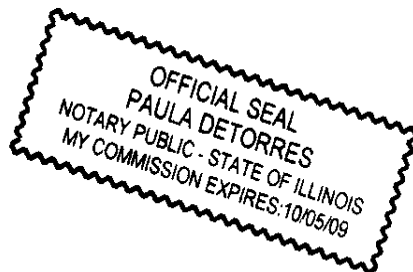
By: Michael P Sullivan
MICHAEL P. SULLIVAN, Beneficiary of the Isabel Sullivan Trust dated October 11, 2001

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 the above named individual, **MICHAEL P. SULLIVAN, Beneficiary of the Isabel Sullivan Trust dated October 11, 2001**, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and for the uses and purposes therein set forth;

GIVEN under my hand and Notarial Seal this 19th day of OCTOBER, 2006.

Paula Detorres
Notary Public



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

THE NORTH ½ OF LOT 3 IN BLOCK 2 IN RIDGE ACRES SUBDIVISION IN THE WEST ½ OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL

Property of Cook County Clerk's Office

Property Address: 4536 Gilbert Ave,
Western Springs, IL 60558

Permanent Index No.: 18-05-316-022-0000