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Doc#: 0635335293 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/19/2006 01:18 PM Pg: 1 of 7

H64384

This instrument was prepared by and
Upon Recordation Mail to:

MATTHEW C. OESTERLE
Burke, Warren, MacKay & Serritella
330 N. Wabash, 22nd Floor
Chicago, Illinois 60611

HERITAGE TITLE CO.

RESIDENTIAL MORTGAGE

THIS RESIDENTIAL MORTGAGE (the "**Mortgage**") is made this 15th day of December, 2006, between the Mortgagor, **RENEE JOBE DUQUETTE** and **DOUGLAS R. DUQUETTE**, her husband, of 1063 Meadow Road, Glencoe, Illinois 60022 (herein "**Borrower**"), and the Mortgagee, **TRADING TECHNOLOGIES INTERNATIONAL, INC.**, a corporation organized and existing under the laws of Delaware whose address is 222 South Riverside Plaza, Suite 1100, Chicago, Illinois 60606 (herein "**Lender**").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00), which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on or before September 15, 2037.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

THE SOUTH 15 FEET OF LOT 12 AND THE NORTH 50 FEET (MEASURED AT RIGHT ANGLES TO THE NORTH LINE) OF LOT 13 IN RAVINE BLUFFS A SUBDIVISION OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1914 AS DOCUMENT 5479940, IN COOK COUNTY, ILLINOIS.

PIN #05-06-303-002-0000

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which has the address of 1063 Meadow Road, Glencoe, Illinois 60022-1220 (herein "**Property Address**").

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. The terms, covenants and conditions of the Note are fully incorporated herein and made a part of this document by reference.

2. **Taxes and Other Impositions.** Borrower agrees to pay or cause to be paid prior to delinquency all real property taxes and assessments, general and special, and all other taxes and assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions, and restrictions affecting the Property, which are assessed or imposed upon the Property, or become due and payable, and which create, may create or appear to create a lien upon the Property, or any part thereof (all of such taxes, assessments and other governmental and non-governmental charges of the above-described or like nature are hereinafter referred to as "**Impositions**"). Borrower shall furnish Lender upon request official receipts evidencing payment thereof. Borrower may, before any delinquency occurs contest or object to the amount or validity of any Imposition in good faith by appropriate legal proceedings properly instituted and prosecuted in such a manner as shall stay the collection of the contested Impositions and prevent the sale or forfeiture of the Property to collect the same; no such contest or objection shall relieve, modify or extend Borrower's covenants to pay any such Impositions prior to delinquency unless Borrower has given prior written notice to Lender of Borrower's intent to so contest or object, and unless, at Lender's sole option, Borrower shall furnish a bond or surety in an amount as requested by and satisfactory in all respects to Lender.

3. **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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the

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right to hold the policies and renewals thereof. Borrower shall provide evidence of such insurance to Lender.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

5. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 5, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from lender to Borrower requesting payment thereof. Nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder.

6. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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

8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any

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forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

11. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. The determination that any provisions hereof may be void, invalid, illegal or unenforceable shall not impair any other provisions hereof and all such other provisions of this Note shall remain in full force and effect. The unenforceability, invalidity or illegality of any provision of this Note under particular circumstances shall not render unenforceable, invalid or illegal other provisions of this Note or the same provisions in other circumstances. The provisions of this Mortgage and the Note are declared to be severable.

12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. 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 which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior

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written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

15. Acceleration by Default; Remedies. Except as provided in paragraph 14 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than fifteen (15) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports

16. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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17. Acceleration by Lender Demand: On or after June 15, 2007, Lender may accelerate the entire unpaid balance of principal and accrued interest payable under the Note and declare such amount due and payable (a "**Demand**") ninety (90) days after Lender gives Borrower notice of such Demand at Borrower's principal residence ("**Demand Period**"). Borrower agrees to continue to make regular payments of principal and interest otherwise due under the Note and to observe and faithfully perform all Borrower's obligation under the Note and this Mortgage during the Demand Period.

18. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

EVENTS OF DEFAULT. Borrower and Lender further covenant and agree as follows:

20. Events of Default. The occurrence of any of the following shall constitute an "Event of Default":

- (a) failure to pay, when and as due, any of the obligations, or failure to comply with or perform any agreement or covenant of Borrower contained herein; or
- (b) any default shall occur or continue to occur under the Note; or
- (c) either or both Borrower shall die or become incompetent; or
- (d) Borrower shall sell, transfer, convey or assign the title to all or any portion of the Property, whether by operation of law, voluntarily or otherwise, or Borrower shall contract to do any of the foregoing; or
- (e) Any bankruptcy, insolvency, or similar proceeding is instituted against Borrower, or Borrower shall take any steps toward or authorize such a proceeding; or
- (f) Borrower shall become insolvent or generally shall fail or be unable to pay his (her) debts as they mature, shall admit in writing his (her) inability to pay his (her) debts as they mature, or shall make a general assignment for the benefit of his (her) creditors; or

[Signature Page Follows]

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Renée Jobe Duquette
RENEE JOBE DUQUETTE, Borrower

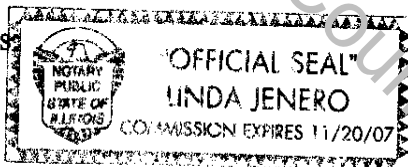
Douglas R. Duquette
DOUGLAS R. DUQUETTE, Borrower

STATE OF ILLINOIS, Cook County ss:

I, the undersigned Notary Public in and for said county and state, do hereby certify that RENEE JOBE DUQUETTE 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 acknowledged that he signed and delivered the said instrument as his free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15 day of December 2006.

My Commission expires _____



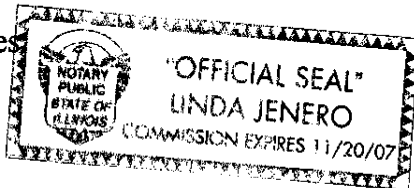
Linda Jenero
Notary Public

STATE OF ILLINOIS, Cook County ss:

I, the undersigned Notary Public in and for said county and state, do hereby certify that DOUGLAS R. DUQUETTE 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 acknowledged that she signed and delivered the said instrument as her free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15 day of December 2006.

My Commission expires _____



Linda Jenero
Notary Public