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#### **MORTGAGE**

Date: February 19 2007

WHEREAS, Dorothea A Miller ("Mortgagor") of the Village of Wilmette, County of Cook, State of Illinois, is justly indebted to the Village of Wilmette, an Illinois municipal corporation ("Mortgagee") upon a Promissory Note executed by Mortgagor, bearing the date of February 171 2007, in the principal sum of \$900.00 (nine hunared dollars), payable to the order of Mortgagee, ir and by which Promissory Note Mortgagor promises to pay said principal sum as provided in said Promissory Note, the terms of which are incorporated herein by reference.



0720850095 Fee: \$30.00 Eugene "Gene" Moore

Cook County Recorder of Deeds Date: 07/27/2007 12:05 PM Pg: 1 of 4

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NOW THEREFORE, the Mortgagor to secure payment of said principal sum in accordance with the terms, provisions and limitations of this Mortgage, and the performance by Mortgagor of the covenants and agreements herein contained, and also in consideration of the sum of One Dollar in hand paid, the receipt and sufficiency is hereby acknowledged, do by these presents conveys and warrants unto Mortgagee, and Mortgagee's successors and assigns, the following described Feel Estate (together with all improvements, tenements, easements, fixtures and appurtenance, thereto) and all of his estate, right, title and interest therein lying and being in the Village of Wilmette, County of Cook, State of Illinois, to wit:

Address of Real Estate:

2200 Old Glenview Rd

Wilmette, Illinois 60091

PIN:

05-33-300-058-0000

Legal Description:

Of Lot 14 in 2<sup>nd</sup> Addition to Margolin's Subdivision in Lot 27 in the County Clerk's Division of the West one-half of Section 33, Township 42

North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

Record Owner:

Dorothea A Miller

TO HAVE AND TO HOLD the property unto the Mortgagee, and the Mortgagee's successors and assigns, forever for the purposes and upon the uses set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws

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of the State of Illinois which said rights and benefits the Mortgagor hereby expressly releases and waives.

This Mortgage consists of four pages and the covenants and conditions on pages 3 and 4 are incorporated herein by reference.

Orcechen Miller

OFFICIAL SEAL CAROL E SANTEE

Dorothea A Miller

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 Dorothea A Miller personally known to me to be the persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 19th day of February, 2007.

Commission Expires:

This instrument was prepared by: Mary Beth Cyze, Esq.,

Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois 60091

SEND RECORDED DOCUMENT TO:

Mary Beth Cyze, Esq. Village of Wilmette 1200 Wilmette Avenue Wilmette, IL 60091

0720850095 Page: 3 of 4

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# THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises h may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from n may occome damaged of the state of the lies of charge on the premises constituted to the lies thereof; (3) pay when due any indebtedness which sanic's or other lies or claims for lies not expressly subordinated to the lies thereof and there is the lies beautiful and the lies of charge on the premises constitution to the lies beautiful and the lies of charge on the premises constitution to the lies beautiful and the lies of charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the premises constitution and the lies are charge on the lies are charged on th be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the

pe secured by a new of the Mot.gs.; ee: (4) complete within a reasonable time any buildings now or at any time in parge of such prior lien to the Mot.gs.; ee: (5) comple with 11 requirements of law or any buildings now or at any time in ess of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises ess of election upon said promises of the promises except as required by law or municipal ordinance, the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water ges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the ges, sewer service charges, and therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner

vided by statute, any tax or assessment which Mortgagors may desire to contest. 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of

5. In the event of the sing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or ation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or ation any men thereon, or the paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or rges or mens nerem required to the richtgages of the richtgages's interest in the property, or the manner of collection of taxes, so as to affect this rigage or the debt secured hereby of the holder thereof, then and in any such event, the Mortgagors, upon demand by the rtgage or the debt secured motor increase, then and in any such event, the interest, upon demand by the retgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of ortgagee, shall pay such a first beyond the maximum and the such payment or (b) the making of such payment insel for the Mortagee (a) it might be unlayful to require Mortgagors to make such payment or (b) the making of such payment insel for the Mortagee (a) it might be believed in the maximum amount permitted by law, then and in such event, the Mortagee may the result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortageee may gnt result in the imposition of interest of such notice ct, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or comes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner ty (60) days from the giving of such notice. comes due in respect of the Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the quired by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the quired by any such law. The Allocation coverage to morn assumes and agree to morning the Mortgagee, and the ortgagee's successors of assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of is mortgage, the Mortgagors shall have such privilege of making pre-payments on the principal of said note (in addition to the

6. Mortgagors shall keep all buildings and improvements now or bereafter situated on said premises insured against loss or 6. Mortgagors shall keep an buildings and improvements now or percenter situated on said premises insured against loss of amage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either quired payments) as may be provided in said note. amage by the, fightning and transfer of repairing the same or to pay in full the indebtelness secured hereby, all in companies satisfactory to ) pay the cost of replacing of replacing the same of to pay in the independence accured necess, an in companies satisfactory to see Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard to make policy and shall deliver all additionally accurately and shall deliver all additionally accurately and shall deliver all additionally accurately accurately and shall deliver all additionally accurately accurately accurately and accurately accurate te Mortgagee, unuer manager pour parties of the standard policies, and shall deliver all policies. fortgagee, and in case of insurance about to expire, shall deliver renewal policies not its. than ten days prior to the respective dates

7. In case of default therein, Mortgagee may, but need not, make any payment of perform any act hereinbefore required of Aortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest nortgagors in any torin and manner of processes, and may, but need not, make that a payments or principal or interest, in prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, in prior encumprances, it any, and purchase, discharge, compromise of sectic any tax inch of one inch of the or claim thereof, it redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the or redeem from any tax said of contest any tax of assessment. An inoneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including a to riney's fees, and any other moneys surposes herein authorized and all expenses paid of incurred in connection therewith, including actorney's tees, and any other moneys idvanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured with interest thereon at the bighest rate now permitted by and shall become immediately due and payable without notice and with interest thereon at the bighest rate now permitted by and shall become immediately due and payable without notice and with interest thereon at the bighest rate now permitted by a large of Mortgagee shall never be considered as a major of any sinks according to the payable without notice and with interest thereon at the bighest rate now permitted by hereby and shan become manufactured by without notice and with interest thereby at the by and rate now permitted by a lilinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do to according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of size bill, statement or

statement or estimate processes any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortagagee and without notice to Mortagagors, all unpaid indebtedness secured by this mortgage terms nereot. At the option of the note or in this mortgage to the contrary, become due and payable (a) immediately in the case shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case snall, notwithstanding anything in the local and installment of principal or interest on the note, or (b) when default shall occur and continue for of default in making payment of any other occurs of the latest on the note, or (b) when default shall occur and continue for

or negative in the performance of any other agreement of the Mortgagors herein contained. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the foreclose the nen nereor. In any sum to reference the nen nereor, there shall be allowed and included as additional indeptedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be appraiser's fees, outlays for documentary and expert evidence) of programme all such absences of siels siels according to the decree) of programme all such absences of siels siels according to the decree of the appraiser's 1000, outlings to the decree of the decree) of procuring all such abstracts of title, title searches, and examinations, estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, estimated as to ments to be expensed that the decision of procuring an such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the reasonably necessary claims to produce the premises. All expenditures and expenses of the nature in this paragraph mentioned true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned true condition of the true to a secured hereby and immediately due and payable, with interest thereon at the highest that the like it is a secured by Morroscopia in the like is a secured by Morroscopia with the like is a secured by Morrosco snall percome so much additional articles and including probate and rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and rate now permitted by minious say, more para of meaning probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this pankruptcy procedures, to missing the analysis of the party, either as plaintin, claimain or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after, mortgage or any indeptenties makes, or (a) preparations for the commencement or any suit for the foreclosure nereor after accuracy of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened

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11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: n account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the in account of an costs accord, all other items which under the terms hereof constitute secured indebtedness additional to that ing paragraph necest, seems, thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, sed by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth,

trolus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed ppoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard ppoint receiver of said prof. Mortgagors at the time of application for such receiver and without regard to the then value of the solvency or insolvency of the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. es or whether the same to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, eceiver snan nave power to during the full statutory period of redemption, whether there be redemption or not, as well as e of a safe and a deficiency, the same of the intervention of such receiver, would be entitled to collect such rents, issues any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues any further times which may be necessary or are usual in such cases for the protection, possession, control, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, gement and operation of the remises during the whole of said period. The Court from time to time may authorize the receiver ply the net income in his needs in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree ply the net income in many tax, special assessment or other lien which may be or become superior to the lien hereof or of such osing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such i, provided such application is mide prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be

and available to the party interposing (ame in an action at law upon the note hereby secured. 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted

intentionally omitted set purpose.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, 16. If the payment of said time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, ersons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, ersons now or at any time model and the lien and all provisions hereof shall continue in full force, the right of recourse against tion or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against tion or resease, and then reserved by the Mortgagee, notwith randing such extension, variation or release.

17. Mortgagee shall release this mortgage and lien there if by proper instrument upon payment and discharge of all

btedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such realease. 18. This mortgage and all provisions hereof, shall extend to an I be binding upon Mortgagors and all persons claiming under 18. This mortgage and all provisions hereof, shall extend to an i be binding upon mortgagors and all persons claiming under hrough Mortgagors, and the word "Mortgagors" when used herein so an include all such persons and all persons liable for the neutron of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word nent of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word nent of the mocretainess and assigns of the Mortgagee named herein and the holder or holders, ortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, Clory's Orrica a time to time, of the note secured hereby.