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Cook County Recorder of Deeds
Date: 08/31/2007 01:18 PM Pg: 1 of 8

Return to:
Karen L. Boscamp, attorney
1800 Rogers Avenue
Glenview, IL 60025

Prepared by:
Karen L. Boscamp, attorney
1800 Rogers Avenue
Glenview, IL 60025

Space Above This Line for Recording Data

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in other sections of this document.

(A) "Security Instrument" means this document, which is dated August 30, 2007

(B) "Borrower" is Emil Hageline, an unmarried man, 10479 Dearlove Road, Glenview, Illinois 60025.. Borrower is the mortgagor under this Security instrument.

(C) "Mortgagee" and "Lender" means both Wanda H. Maurer and The acting trustee of The Wanda H. Maurer Revocable Trust dated September 13, 2000, 1717 Crystal Lane, Mount Prospect, Illinois 60056

(D) "Note" means the promissory note signed by Borrower and dated August 30, 2007. The Note states that Borrower owes Lender THREE HUNDRED FIFTY THOUSAND (\$350,000.00) AND NO/100 plus interest at seven (7%) per annum.. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2010.

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(E) "Property" means the property that is described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY"

(F) "Loan" means the debt evidenced by the Note, plus interest, late charges and other money due under the Note, and all sums due under this security Instrument, plus interest.

(G) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders that have the effect of law as well as all applicable final, non-appealable judicial opinions.

(H) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party for damage to, or distribution of the Property, condemnation or other taking of all or any part of the Property, conveyance in lieu of condemnation or misrepresentations of, or omissions as to, the value and/or condition of the Property.

(I) "Periodic Payment" means the regularly scheduled amount due for principal and interest under the note plus any additional amounts due under this Security Instrument

(J) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS OF PROPERTY

This Security Instruments secures to Lender the repayment of the Loan and the performance of Borrowers' covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the County of Cook, State of Illinois:

PARCEL A: THE WEST 59.34 FEET AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF OF THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT: THAT PART LYING EAST OF THE SOUTH EASTERLY LINE OF DEARLOVE ROAD OF THE WEST 616.0 FEET OF LOT 12, EXCEPT THE SOUTH 598.6 FEET THEREOF, IN COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID TRACT FROM A POINT THEREON, 229.61 FEET WEST OF THE SOUTH EAST CORNER THEREOF, IN COOK COUNTY ILLINOIS.

PARCEL B: EASEMENTS FOR THE BENEFIT OF PARCEL A AS SHOWN IN THE DECLARATION OF EASEMENTS MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 27, 1971 AND KNOWN AS TRUST NUMBER 42831 DATED JANUARY 27,

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29782 AND RECORDED MARCH 17, 1972 AS DOCUMENT 21838884 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Parcel ID Number 04-32-401-103-0000, which currently has the address of 10479 Dearlove, Glenview, Illinois 60025

TOGETHER with all the improvements now or hereafter created on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacement and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property". Borrower understands and agrees that Lender holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, Lender has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. Payment of Principal, Interest and Late charges. Borrower shall pay when due the principal of and interest on, the debt evidenced by the Note and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made by cash, money order or certified check or by Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions hereunder. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its right to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section, all payments accepted and applied by Lender shall be applied in the following order of priority (a)

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interest due under the Note (b) outstanding late charges; (c) principal due under the Note. Voluntary prepayments shall be applied to principal. Any application of voluntary prepayments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of Periodic Payments.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues when due.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by this lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement (b) contests the lien in good faith or, or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating their lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more the actions set forth above in this Section.

Borrower must pay all real estate taxes and special assessment due on the property when due.

4. Property Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included in the term "extended coverage" and any other hazard including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to this section can change during the terms of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower or Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices.

In the event of loss Borrower shall give prompt notice to the insurance carrier and Lender. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Any excess shall be paid to Borrower.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

5. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deterioration or decreasing in value due to its condition. Preservation includes not causing or permitting to be on the property any hazardous substances, pollutants or wastes as defined by Environmental Laws.

Unless it is determined that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or her agent may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property.

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Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

6. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lenders' interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions and have utilities turned on or off. Although Lender may take action under this Section, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section.

Any amounts disbursed by Lender under this Section shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

7. 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 Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against Successors in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver for or preclude the exercise of any right or remedy.

8. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing delivered to the designated address provided by each party to the other party during the term of this Security Instrument.

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9. Governing Law. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located.

10. Transfer of the Property or a Beneficiary Interest in Borrower. As used in this Section, Interest in the Property means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, instalment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

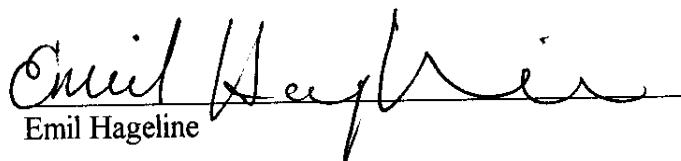
If all or any part of the Property or any Interest in the Property is sold or transferred without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

11. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify (a) the default (b) the action required to cure the default (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in this notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including but not limited to, reasonable attorney's fees and costs of title evidence.

12. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

13. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.


Emil Hageline

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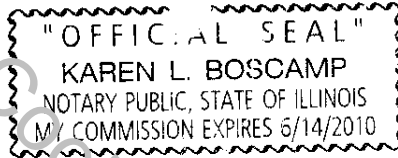
STATE OF ILLINOIS)
COUNTY OF C O O K)

I, Karen Linden Boscamp, a Notary Public in and for said county and state do hereby certify that Emil Hageline, 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 signing and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of August, 2007



Notary Public



Property of Cook County Clerk's Office