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Prepared by and
After recording please mail to:

Douglas J. Hatlestad
Bell, Boyd & Lloyd LLP
70 West Madison Street
Suite 3100
Chicago, Illinois 60602



Doc#: 0816840079 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/16/2008 10:50 AM Pg: 1 of 11

MORTGAGE

THIS MORTGAGE (this "Mortgage") is given on the 19th day of May, 2008 by Catharine A. Carroll ("Borrower"), to The Wallace E. & Lelia H. Carroll Trust U/A Dated May 1, 1958 FBO D. H. Carroll and Family ("Lender"). Borrower owes Lender the principal sum of Three Hundred Seventy-One Thousand Dollars (\$371,000.00). This debt is evidenced by Borrower's Note, dated as of even date herewith ("Note") in the amount of \$371,000.00. The Note has a maturity date of May 19, 2023. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, with default interest, if any, and all renewals, extensions and modifications; (b) the payment of all other sums, with default interest, if any, advanced under paragraphs 6 and 20 to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

See Exhibit "A" attached hereto and made a part hereof (the "Land").

Together with all the improvements now or hereafter erected on the Land, and all easements, rights, appurtenances, rents, royalties, mineral, oil, gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the Land, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with the Land, is herein referred to as the "Property."

It is understood and agreed that Lender may, from time to time, make loans to the Borrower, and that such loans and advances and the interest thereon shall be secured by this Mortgage.

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STREET ADDRESS: 235 West Goethe Street, Chicago, IL 60610
CITY: Chicago, IL **COUNTY:** Cook County
TAX NUMBER: 17-04-219-129-0000

LEGAL DESCRIPTION:

Parcel 1:

Unit 41: The West 22.30 feet of Lot 7 in Old Town Square Subdivision in the North 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Easement for the benefit of Parcel 1 for the ingress and egress over and upon Lot 12 as shown on the Plat of Subdivision recorded as Document Number 97184829 and set forth in Declaration recorded as Document Number 97215000.

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COVENANTS

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of, interest on and default interest, if any, on the indebtedness evidenced by the Note, together with any fees and charges as provided in the Note or this Mortgage.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges due under the Note, then to the principal amount outstanding under the Note.

3. **Charges; Liens.** Borrower shall pay, or cause to be paid, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall not, without obtaining Lender's prior written consent, encumber the Property with any home equity mortgage or any other mortgage or other lien.

Borrower shall promptly discharge any lien which has priority over this Mortgage or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate or prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards included within the term "extended coverage" in an amount not less than the "replacement cost" of the Property. Borrower also shall maintain a comprehensive general liability insurance policy. All insurance required by this paragraph shall be with good and reputable insurance companies, written on forms and containing deductibles, coverages and amounts satisfactory to Lender. All such insurance policies shall contain standard non-contributory mortgage clauses providing that any loss is to be adjusted with, and any recovery payable to, Lender as its interest may appear, and Lender shall be named as an additional insured under such policies. Further, all policies shall provide that no cancellation, material change or reduction thereof shall be effective until at least 30 days after receipt by Lender of written notice thereof, and shall provide that losses are payable notwithstanding any acts or omissions of Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible. If such restoration or repair is not economically feasible, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 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 repayment of the sums secured by this Mortgage.

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5. **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.

6. **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 adversely affects Lender's interest in the Property, including, but not limited to, any eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6 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, and shall bear interest from the date of disbursement at the Note rate. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

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

8. **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. In the event of a total or partial taking of the Property, the proceeds shall be applied to sums secured by this Mortgage, with the excess, if any, paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Note or change the amount of such payment.

9. **Borrower Not Released.** Extension of the time for payment or modification of any other term of the Note or 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 any term of the Note or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under the Note or hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right of remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this

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Mortgage. Any failure of Lender to insist upon the strict performance by Borrower of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any such terms and provisions, and Lender, notwithstanding any such failure, shall have the right at any time thereafter to insist upon the strict performance by Borrower of any and all of the terms and provisions hereof.

11. Remedies Cumulative. All remedies provided In this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Captions. 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 16 hereof. The captions and headings of the paragraphs of this Mortgage are for convenience only, and are not to be used to interpret or define the provisions hereof.

13. Notice. Except for any notice required under applicable law to be given in another manner, all notices, requests, demands, consents, waivers and other communications given under any of the provisions of this Mortgage shall be in writing and shall be delivered in person by courier delivery or mailed, and if mailed, then first class postage prepaid, registered or certified mail, return receipt requested, or by reputable overnight courier addressed as stated below or to such other address as the addressee may have specified in a notice duly given to the other addressees. Any such notice delivered by mail in the manner set forth herein shall be deemed delivered three (3) business days after mailing.

To Lender:

The Wallace E. & Lelia H. Carroll Trust U/A
 Dated May 1, 1958 FBO D. H. Carroll and Family
 500 Lake Cook Road, Suite 430
 Deerfield, Illinois 60015-5269
 Attn.: Trust Administrator
 Phone: (847) 940-3950
 Fax: (847) 940-1599

To Borrower:

Catharine A. Carroll
 235 W. Goethe Street
 Chicago, IL 60610
 Phone: (312) 640-0033

14. Governing Law; Severability. This Mortgage shall be governed by the laws of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable.

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15. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior written consent, excluding the creation of a purchase money security interest for household appliances, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

16. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Note, including the covenants to pay when due any sums secured by this Mortgage, and the continuation of same for a period of ten (10) days after notice from Lender to Borrower, 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. Lender may exercise all of the rights and remedies of a secured party under the Illinois Uniform Commercial Code with respect to the Property. Pursuant to Section 9-604 of the Illinois Uniform Commercial Code, Lender shall have an option to proceed with respect to both the real property portion of the Property, in accordance with its rights, powers and remedies with respect to the real property, in which event the remedy and enforcement provisions of this Mortgage in lieu of the remedy and enforcement provisions of the Illinois Uniform Commercial Code shall apply. Such Section 9-604 also permits Lender to proceed separately against the Property in accordance with the remedy and enforcement provisions of the Illinois Uniform Commercial Code. If Lender shall elect to proceed against the Property separately from any proceeding with respect to the real property, Borrower agrees that 10 days notice of the sale of the Property shall be reasonable notice.

17. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents, if any, of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable:

Upon acceleration under paragraph 16 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property, and to collect the rents, if any, of the Property, including those past due. All rents, if any, collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of the rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

18. Release. Upon payment of all sums disbursed by Lender with respect to the Property and 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 releases and waives all rights under the homestead and exemption laws of the State of Illinois.

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20. **Additional Provisions.** Notwithstanding any term or provision otherwise set forth in this Mortgage, the following terms and provisions shall govern and control:

(a) Compliance with Illinois Mortgage Foreclosure Law.

(i) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.) (the "**Act**"), including all amendments thereto which may become effective from time to time after the date hereof, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(ii) Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in paragraph 16 of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

(b) **Waiver of Redemption.** Borrower acknowledges that the Property and its interest therein does not include "agricultural real estate" as that term is defined in 735 ILCS 5/15-1201. Pursuant to 735 ILCS 5/15-1601(b), Borrower waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage, or other rights of redemption, which may run to Borrower or any other Owner of Redemption, as that term is defined in 735 ILCS 5/15-1212. Borrower waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by Illinois law.

(c) **Maximum Amount of Indebtedness.** Notwithstanding any provision to the contrary in this Mortgage or the Note which permits any additional sums to be advanced on or after the date of this Mortgage, whether as additional loans or for any payments authorized by this Mortgage, the total amount of the principal evidenced by the Note shall not at any time exceed two hundred percent (200%) of the original principal amount of the Note set forth on the first page of this Mortgage.

(d) **Insurance.** Wherever provision is made in this Mortgage for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Lender, or to confer authority upon Lender to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure all such rights and powers of the Lender shall continue in the Lender as judgment creditor or Lender until confirmation of sale.

(e) **Protective Advances.** All advances, disbursements and expenditures made by Lender before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively "**Protective Advances**"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

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(i) all advances by Lender in accordance with the terms of this Mortgage to: (1) preserve or maintain, repair, restore or rebuild the improvements upon the Property; (2) preserve the lien of this Mortgage or the priority thereof; or (3) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

(ii) payments by Lender of: (1) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (2) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part thereof; (3) other obligations authorized by this Mortgage; or (4) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

(iii) advances by Lender in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(iv) attorneys' fees and other costs incurred: (1) in connection with the foreclosure of this Mortgage as referred to in Sections 1504(d)(2) and 5/15-1510 of the Act; (2) in connection with any action, suit or proceeding brought by or against the Lender for the enforcement of this Mortgage or arising from the interest of the Lender hereunder; or (3) in the preparation for the commencement or defense of any such foreclosure or other action related to this Mortgage or the Property;

(v) Lender's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(I) of Section 5/15-1508 of the Act;

(vi) expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 5/15-1512 of the Act; and

(vii) expenses incurred and expenditures made by Lender for any one or more of the following: (1) if the Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof which are required to be paid; (2) if Borrower's interest in the Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (3) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Lender takes possession of the Property imposed by Subsection (c)(I) of Section 5/15-1704 of the Act; (4) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (5) payments required or deemed by Lender to be for the benefit of the Property or required to be made by the owner of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (6) shared or common expense assessments payable to any

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association or corporation in which the owner of the Property is a member in any way affecting the Property; (7) if the loan secured hereby is a construction loan, costs incurred by Lender for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (8) pursuant to any lease or other agreement for occupancy of the Property for amounts required to be paid by Borrower; and (9) if this Mortgage is insured, payments of FNA or private mortgage insurance required to keep insurance in force.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate due and payable after a default under the terms of the Note.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(I) of Section 5/15-1302 of the Act.

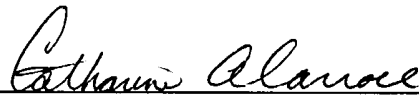
All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

- (i) determination of the amount of indebtedness secured by this Mortgage at any time;
- (ii) the indebtedness found due and owing to the Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment the court may reserve jurisdiction for such purpose;
- (iii) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;
- (iv) application of income in the hands of any receiver or Lender in possession; and
- (v) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1511 of the Act.

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In addition to any provision of this Mortgage authorizing the Lender to take or be placed in possession of the Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Act, to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or Lender, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all powers, immunities, and duties as provided for in Sections 5/15-1701 and 5/15-1703 of the Act.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first written above.



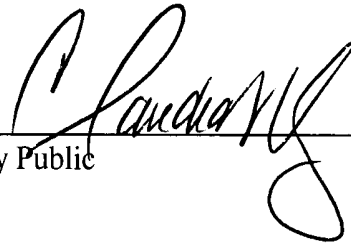
Name: Catharine A. Carroll

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Catharine A. Carroll, 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 and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of May, 2008.



Notary Public

My Commission Expires:

