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Doc#: 0821035004 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/28/2008 07:59 AM Pg: 1 of 10

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Property of Cook County Clerk's Office

The property identified as: **PIN:** 04-10-118-012-1011

Address:

Street: 1155 Meadow

Street line 2: #14A

City: Northbrook

State: IL

ZIP Code: 60062

Lender: Smallwood Family Living Trust

Borrower: Shi Harmuh

Loan / Mortgage Amount: \$165,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 111E5E79-AB7A-4B77-8C50-2390C3461E72

Execution date: 07/21/2008

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/ 8

BOX 333-CT

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Prepared by & Mail to:
James Pappas
Pappas & Bell
234 Waukegan Rd.
Glenview, Il. 60025

ST 9105274/28124108

MORTGAGE

THIS MORTGAGE (the AMortgage@) is made and entered into **July 21, 2008**, by and between **Chicago Title Land Company Trust as Trustee under Trust Agreement dated July 16, 2008 and known as Trust # 8002351296** (hereinafter referred to as Mortgagee) and **The Smallwood Family Living Trust dated January 8, 2004, Patrick Rooney Trustee, (Mortgagee)**.

RECITALS:

Mortgagor is the legal owner and holder of fee simple title in and to all of the real estate legally described as follows:

See attached Exhibit A incorporated herein by this reference (the Land)

REAL ESTATE INDEX: #94-10-118-012-1011

Commonly known as: 1155 Meadow, #14-A Northbrook, Illinois 60062

As well as all of the buildings, structures and improvements, and all additions to, improvements or replacements of, or in, the same, existing, to be erected or constructed hereon (collectively referred to as the Improvements). The Land and the Improvements are, collectively, the APremises@. Mortgagee is entering into a transaction pursuant to which it will lend Mortgagor the sum of **One Hundred Sixty Five Thousand and no/100 Dollars (\$165,000.00)**, which loan is evidenced by a certain Secured Promissory Note of even date herewith (Note). In consideration of the Mortgagee entering into the transaction described in the Note, and as collateral for Mortgagor's obligations thereunder, this Mortgage is being granted. Mortgagor has promised to pay all amounts due in connection with the Note together with interest payable upon the principal sum due thereunder at the rate and on the dates as are made and provided therein; all of the principal and interest being payable at such place as Mortgagee may, from time to time, in writing appoint, and in absence of such appointment, then at 15159 W. Rachel Circle, Surprise, Arizona 85374.

NOW, THEREFORE, to secure: (1) the payment of all amounts due in connection with the Note; (2) the payment of any and all other indebtedness and liabilities, now or at any time hereafter owing or to become due from Mortgagor, whether under this Mortgage or otherwise, however evidenced, created or incurred, whether direct, indirect, primary, secondary, fixed or contingent, together with interest thereon, all of which are expressly secured by this Mortgage; and (3) the performance and observance of all terms, conditions and provisions of this Mortgage, the Note, and any other agreement or instrument concurrently or hereafter executed by Mortgagor and delivered to Mortgagee (all of the above being collectively referred to as Mortgagor's



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Obligations"). It is expressly agreed that all Future Advances, if any, whenever hereafter made, are and shall be a lien on the Premises dating from the date this Mortgage is recorded.

Mortgagor does hereby **GRANT, REMISE, RELEASE, ASSIGN, ALIEN, MORTGAGE, CONVEY, DEED AND GRANT** to Mortgagee, its successors and assigns, all of its estate, rights, title and interest in the Premises more particularly described in Exhibit A hereto and together with the following:

All improvements, tenements, easements, fixtures and appurtenances relating to the Premises, and all rents, issues and profits from the Premises for so long and during all such times as Mortgagor may be entitled to them (which are pledged primarily and on a parity with the Premises and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, partitions, attached floor coverings, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) all fixtures, apparatus, equipment and articles, it being understood that the enumeration of any specific articles of property not specifically mentioned (all of these items are included in the term "Improvements"). To the fullest extent permitted by law, all of the Premises and property hereinabove described, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the Premises and to be appropriated to the use of the Premises, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged by this Mortgage;

TO HAVE AND TO HOLD the above granted Collateral, with all the privileges and appurtenances to the same belonging to Mortgagee, its successors and assigns, forever the uses set forth, free from all rights and benefits under any homestead exemption, rights of redemption from sale, rights to retain possession and appraisal, valuation, stay, extension or moratorium laws of any state, all of said rights and benefits Mortgagor does hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor covenants with and represents to Mortgagee as follows: (a) Mortgagor promptly shall pay, or cause to be paid, when due, Mortgagor's liabilities under the Note and this Mortgage and promptly, fully and faithfully will perform, discharge, observe and comply with each and every of Mortgagor's Obligations; (b) Mortgagor will save and hold Mortgagee harmless of and from and all damage, loss, cost and expense, including, but not limited to, reasonable attorney's fees, costs and expenses, incurred by reason of or arising from or on account of or in connection with any suit or proceeding, filed and/or pending, in or to which Mortgagee is or may become or may have to become a party by reason of or arising from or on account of or in connection with Mortgagor's Obligations, this Mortgage, the Note or any other agreements; (c) Mortgagor is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee simple title to the mortgaged Premises free and clear of all liabilities, claims, debts, exceptions, security interests, assessments, charges, impositions, levies,

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taxes, liens, and all other types of encumbrances except: (i) the lien of this Mortgage; and (ii) such liens and encumbrances as are expressly approved in writing by Mortgagee (the "Permitted Exceptions"); (d) Mortgagor agrees to warrant and defend the Premises against all encumbrances (other than those created by this Mortgage) and any and all persons lawfully claiming, or who may claim the same or any part of the Premises; (e) Mortgagor will, at all times, promptly and faithfully keep and perform, or cause to be kept and performed, all the covenants and conditions to be kept by Mortgagor and performed and in all respects conform to and comply with any and all terms and conditions and Mortgagor further covenants that it will not do or permit anything to be done, the commission of which, or refrain from doing anything, the omission of which, will impair or tend to impair the security of this Mortgage;

2. Mortgagor shall: (a) promptly repair, restore or rebuild any of the Improvements which may become damaged or be destroyed; (b) keep the Premises in as good condition and repair as exists as of the date hereof, without waste, and free from mechanic's liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien of this Mortgage, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings at any time in the process of erection upon the Premises; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Premises and the use thereof; (f) suffer or permit no change in the general nature of the occupancy of the Premises as intended, without Mortgagee's written consent, which consent may be withheld for any reason whatsoever or for no reason; (g) initiate or acquiesce in no zoning reclassification, annexation, subdivision, dedication, or vacation relating to all or any part of the Premises, without Mortgagee's written consent, which consent may be withheld for any reason whatsoever or for no reason; and (h) pay each item of indebtedness secured by this Mortgage when due according to the terms of this Mortgage, the Note, and/or any other agreements with or related to Mortgagee.

3. Mortgagor shall pay when due, and before any penalty is attached, all general taxes, real estate tax or otherwise, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due. Mortgagor may in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments. Failure to make these timely payments will result in a default by the Mortgagor.

4. Mortgagor shall keep the mortgaged Premises free and clear of all liens, claims and encumbrances and Mortgagor shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become or be secured by such an encumbrance.

5. The occurrence of any one or more of the following events shall constitute an "Event of Default" or a "Default" under this Mortgage: (a) Failure of Mortgagor to fully and faithfully satisfy, perform, discharge, observe and comply with each and every of Mortgagor's Obligations and/or covenants herein unless such performance by its nature requires more than ten (10) days to complete, in which case, Mortgagor shall have begun such performance within said ten (10) days and constantly is pursuing such performance with due diligence; (b) A petition in bankruptcy is

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filed by or against Mortgagor, or any guarantor, Mortgagor, or a custodian, receiver or trustee for any of the mortgaged Premises or any of its or their property is appointed and, if appointed without its or their consent, is not discharged within thirty (30) days, or if it makes or they make any assignment for the benefit of creditors, or if it is or they are adjudged insolvent by any state or federal court of competent jurisdiction, or an attachment or execution is levied against any of the Collateral and is not discharged within thirty (30) days;

6. Upon the occurrence of an Event of Default, Mortgagee, after notice and demand insofar as required under this Mortgage, in its sole discretion and its sole election, and without further demand may declare all of the Mortgagor's Obligations immediately due and payable and collect the same at once by foreclosure or otherwise.

7. When any indebtedness secured by this Mortgage shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien for such indebtedness. In any suit to foreclose the lien or enforce any other remedy of the Mortgagee under this Mortgage, the Note or any other agreement, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney=s fees, appraiser=s fees, outlays for documentary and expert evidence, stenographer=s charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree), of procuring all 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 reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree and all prepayment premiums or similar charges, if any, provided in the Note. All expenditures and expenses and prepayment premiums of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, any other agreements, the Note or the Premises, the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest at the default rate of the Note, and shall be secured by this Mortgage.

8. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph 7; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest as provided in the Note; third, all principal and interest remaining unpaid on the Note; fourth, any excess to Mortgagor, its successors or assigns, as their rights may appear.

Any notice which either party may desire or be required to give to the other party shall be in writing and shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows, and if mailed, shall be deemed to be given two (2) days after the date mailed:

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To the Mortgagor: Chicago Title Land Trust #8002351296
C/O Michael J. Newman, Esq.
5200 Golf Road
Skokie, Illinois 60077

To the Mortgagee: c/o James Pappas
Pappas & Bell LLC
234 Waukegan Rd.
Glenview, Il. 60025

or at such other place as either party may by notice in writing designate as a place for service of notice.

9. All the covenants contained in this Mortgage shall run with the land.

10. Condominium Covenants: The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as **Cherry Lane Condominium** (the "Condominium Project"). If the owners association or other entity which acts for the condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Premises also includes Mortgagor's Interest in the Owners Association and the uses, proceeds and benefits of Mortgagor's interest.

In addition to the covenants and agreements made above, Mortgagor and Mortgagee further covenant and agree as follows:

A. **Condominium Obligations.** Mortgagor shall perform all of Mortgagor's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Mortgagor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. **Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Mortgagee and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term Aextended coverage,@ and any other hazards, including, but not limited to, earthquakes and floods, for which Mortgagee requires insurance, then: (i) Mortgagee waives the provision for the Periodic Payment to Mortgagee of the yearly premium installments for property insurance on the Premises; and (ii) Mortgagor's obligation to maintain property insurance coverage on the Premises is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Mortgagor shall give Mortgagee prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

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In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Mortgagor are hereby assigned and shall be paid to Mortgagee for application to the sums secured by this Mortgage, whether or not then due, with the excess if any, paid to Mortgagor.

C. Public Liability Insurance. Mortgagor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the Premises, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Such proceeds shall be applied by Mortgagee to the sums secured by the Security Instrument.

E. Mortgagee's Prior Consent. Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition, or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Mortgagee; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Mortgagee.

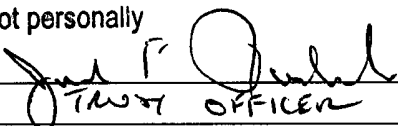
F. Remedies. If Mortgagor does not pay condominium dues and assessments when due, then Mortgagee may pay them. Any amounts disbursed by Mortgagee under this paragraph F shall become additional debt of Mortgagor secured by the Security Instrument. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

IN WITNESS WHEREOF, the Mortgagor has caused to set its seal hereon July 21, 2008.

MORTGAGOR:

COMPANY

Chicago Title Land Trust as Trustee under Trust
Agreement dated 7/16/08 and known as Trust #8002351296
and not personally

By: 
Its: TRUST OFFICER

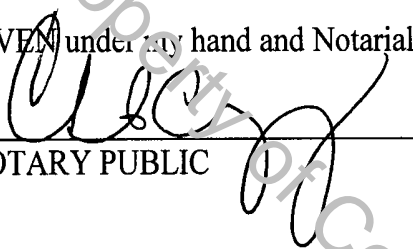
ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

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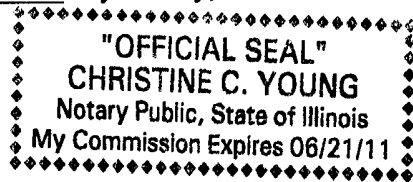
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, CHRISTINE YOUNG, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH F. SOCHACKI personally known by me to be an officer of Chicago Title Land Trust as Trustee under Trust Agreement dated 7/16/08 and known as Trust #8002351296, personally known to me and known by 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 the foregoing instrument as his free and voluntary act and as the free and voluntary act of said Chicago Title Land Trust for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of July, 2008



NOTARY PUBLIC



WAIVER OF HOMESTEAD. On this July 18, 2008, Shai Harmelech and Judith Harmelech sign below acknowledging their waiver of homestead rights in the Premises.



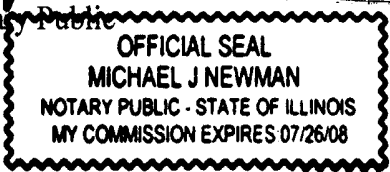
SHAI HARMELECH



JUDITH HARMELECH

Subscribed and Sworn to by said Shai and Judith Harmelech before me this July 21, 2008.

Notary Public



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LEGAL DESCRIPTION – EXHIBIT "A"

UNIT NUMBER 14-A AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"): THAT PART OF LOT 6 IN NORTHBROOK COMMERCIAL TRUST SUBDIVISION OF PART OF LOT 41 IN WALTER'S RESUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE NORTHEAST 1/4 OF SECTION 9 AFORESAID, AND PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 10 AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 6, 14.60 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 6, SAID LINE BEING A CURVE, CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 714.43 FEET FOR A DISTANCE OF 95.44 FEET; NORTHERLY ALONG A LINE FORMING AN ANGLE OF 105 DEGREES 52 MINUTES FROM SOUTHWEST TO NORTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 121.0 FEET; THENCE CONTINUING NORTH TO A POINT ON THE NORTH LINE OF SAID LOT 6, SAID POINT BEING 145.85 FEET EAST OF THE POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF SAID LOT 6, SAID LINE BEING A CURVE, CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 635.65 FEET A DISTANCE OF 145.85 FEET TO AFORESAID POINT OF CURVATURE; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 6, 48.37 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 6 168.48 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION MADE BY BEVERLY BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NUMBER 8-0437 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 19227425, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

REAL ESTATE INDEX #: 04-10-118-012-1011
Commonly known as: 1155 Meadow, #14-A, Northbrook, Illinois 60062

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 16, 2008, AND KNOWN AS TRUST NUMBER 8002351296 ATTACHED TO AND MADE A PART OF THAT MORTGAGE DATED JULY 21, 2008 WITH PATRICK ROONEY AS SUCCESSOR TRUSTEE OF THE DIANE SULLIVAN LIVING TRUST DATED DECEMBER 3, 2005 AND KNOWN AS TRUST NUMBER 1155.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.