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Doc#: 0826026019 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/16/2008 09:03 AM Pg: 1 of 7

PREPARED BY AND
AFTER RECORDING
MAIL TO:
First Congregational Church
of Evanston
1417 Hinman Avenue
Evanston, Illinois 60201
Attn:

MT
18108088/08037573
HRC 50298/08037573
3 of 3
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MORTGAGE

DAVID A. DENOON and CORINNE E. NISBETT DENOON ("Mortgagor," whether one or more) mortgages, grants and conveys to FIRST CONGREGATIONAL CHURCH OF EVANSTON ("Mortgagee," whether one or more) to secure payment of Eighty Thousand and No/100 Dollars (\$80,000.00) evidenced by a note or notes bearing an even date herewith executed by David A. Denoon and Corinne E. Nisbett Denoon to Mortgagee, and any extensions, and renewals and modifications of the note(s) and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the security of this Mortgage, the real property described on Exhibit A attached hereto, together with all improvements, rents, profits, fixtures and other appurtenant interests thereon and thereto (the "Property"), which is located in County of Cook, State of Illinois.

1. This is a purchase money mortgage.

2. MORTGAGOR'S COVENANTS.

(a) COVENANT OF TITLE. Mortgagor covenants that Mortgagor 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 as of the date hereof. Mortgagor warrants and will defend the title to the Property against all claims and demands, except for encumbrances of record as of the date hereof and the first mortgage granted to First Bank & Trust Evanston, Evanston, Illinois.

(b) TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

(c) INSURANCE. Mortgagor shall keep the improvements on the Property insured against any loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, through insurers approved by Mortgagee in such amounts as Mortgagee shall require and Mortgagor shall pay the premiums when due. The policies shall contain the standard mortgagee clause in favor of Mortgagee and, upon the request of Mortgagee, the

BOX 333-CT1

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original of all policies covering the property shall be deposited with Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of such damage to the Property, provided the Mortgagee deems the restoration or repair to be economically feasible.

(d) OTHER COVENANTS. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from liens superior to the lien of this Mortgage, and to comply with all laws ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

3. DEFAULT. Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due and in the performance of any of the covenants and promises of the Mortgagor contained herein or in the note(s) secured hereby. In the event of default, Mortgagee may, at Mortgagee's option and subject to the other provisions of this Mortgage, declare the whole amount of the unpaid principal and accrued interest due and payable and collect it in a suit at law or by foreclosure of this Mortgage by action or advertisement or by the exercise of any other remedy available at law or equity, and Mortgagee may sell the Property at public sale and give deeds of conveyance to the purchasers pursuant to applicable law.

4. ACCELERATION; REMEDIES. Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under Section 12 unless applicable law provides otherwise). 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 Mortgagor, 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 Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor 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 Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 4, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

5. EXPENSES AND ATTORNEY'S FEES. In case of default, whether abated or not, all costs and expenses including reasonable attorneys' fees and expenses of title evidence, to the extent not prohibited by law, shall be added to the principal, become due as incurred, and in the event of foreclosure, be included in the judgment.

6. RELEASE. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage. Mortgagor shall pay any recordation costs. Mortgagee may charge Mortgagor a fee

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for releasing this Mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

7. **WAIVER OF HOMESTEAD.** In accordance with Illinois law, the Mortgagor hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

8. **PLACEMENT OF COLLATERAL PROTECTION INSURANCE.** Unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by Mortgagor's agreement with Mortgagee, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interests in Mortgagor's collateral. This insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the collateral. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by Mortgagor's and Mortgagee's agreement. If Mortgagee purchases insurance for the collateral, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Mortgagor's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

9. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property, during the pendency of such an action, and such rents, issues, and profits when so collected, shall be held and applied as the court shall direct.

10. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

11. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any note(s) secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the default rate set forth in the note(s) secured by this Mortgage and shall constitute a lien upon the Property.

12. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the note(s) secured by this Mortgage shall become due and payable in full, at the option of Mortgagee without notice, upon any transfer, sale or conveyance made in violation of this paragraph.

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13. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control, following any default under this Mortgage or the note(s) secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

14. **JOINT AND SEVERAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** Mortgagor covenants and agrees that Mortgagor's obligations and liability shall be joint and several. However, any Mortgagor who co-signs this Mortgage but does not execute the note(s) secured by this Mortgage (a "co-signer"): (a) is co-signing this Mortgage only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without the co-signer's consent.

15. **GOVERNING LAW; SEVERABILITY; RULES OF CONSTRUCTION.** This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Mortgage are subject to any requirements and limitations of applicable law. Applicable law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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(s) secured by this Mortgage which can be given effect without the conflicting provision.

16. **MORTGAGOR'S RIGHT TO REINSTATE AFTER ACCELERATION.** If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to the terms of this Mortgage; (b) such other period as applicable law might specify for the termination of Mortgagor's right to reinstate; or (c) entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor: (a) pays Mortgagee all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Mortgagee's interest in the Property and rights under this Mortgage; and (d) takes such action as Mortgagee may reasonably require to assure that Mortgagee's interest in the Property and rights under this Mortgage, and Mortgagor's obligation to pay the sums secured by this Mortgage, shall continue unchanged unless as otherwise provided under applicable law. Mortgagee may require that Mortgagor pay such reinstatement sums and expenses in one or more of the following forms, as selected by Mortgagee: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon

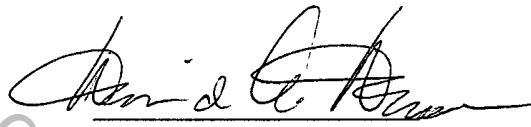
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reinstatement by Mortgagor, this Mortgage and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 12.

17. SECOND MORTGAGE. This Mortgage is and shall remain second and subordinate to a first mortgage to First Bank & Trust Evanston, Evanston, Illinois, its successors and/or assigns, dated June 19, 2008, and subsequently recorded at the office of the Cook Recorder.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage.

Dated as of the 19th day of June 2008.



David A. Denoon



Corinne E. Nisbett Denoon

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
SS)
)
COUNTY OF COOK)

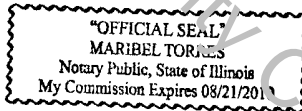
I, The Undersigned a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David A. Denoon and Corinne E. Nisbett Denoon, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19 day of June, 2008.

Maribel Torres
Notary Public

My Commission Expires:

8/21/10



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EXHIBIT A TO MORTGAGE

LEGAL DESCRIPTION:

LOTS 14, 15 AND 16 IN BLOCK 5 IN HARRY A. ROTH AND COMPANY'S CRAWFORD CHURCH TERMINAL SUBDIVISION NO. 3, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 LYING SOUTH OF THE LINE 16.096 CHAINS SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THE S 1250 FEET OF LOT 49 IN THE ORCHARDS FIRST ADDITION, BEING A SUBDIVISION OF THE SOUTH 8.596 CHAINS OF THE NORTH 16.096 CHAINS OF THE WEST 9.93 CHAINS OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

TAX ID NUMBERS:

10-14-108-017-0000
10-14-108-051-0000
10-14-108-058-0000

PROPERTY ADDRESS:

9421 Crawford Avenue, Evanston, Illinois