

UNOFFICIAL COPY

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 0902850064 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/26/2009 02:48 PM Pg: 1 of 8

The property identified as: PIN: 04-04-302-082-0000

Address:

Street: 2753 The Mews

Street line 2:

City: Northbrook

State: IL

ZIP Code: 60062

Lender: Sara M. Bourque

Borrower: Elizabeth M. Hibben

Loan / Mortgage Amount: \$100,000.00

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: 6994C56A-2069-4F78-A3FA-93E4D2B00873

Execution date: 09/23/2008

BP

UNOFFICIAL COPY**ORIGINAL****MORTGAGE (Illinois)**Mortgage One Instalment Note
Interest Included in Payment

This Mortgage consists of seven (7) pages. The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, their heirs, successors and assigns.

THIS INDENTURE made this 23 day of **SEPTEMBER, 2008**, between **ELIZABETH M. HIBBEN**, divorced and not Since Re-Married, herein referred to as "Mortgagor" and **SARA M. BOUROQUE**, Northbrook, Illinois, herein referred to as "Mortgagee", witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the deferred payment Note of same date herein, in the Principal Sum **NOT TO EXCEED ONE HUNDRED THOUSAND and 00/100 (\$100,000.00)** Dollars, evidenced by the Deferred Payment Note of the Mortgagor of even date herewith, made payable to **THE ORDER OF BEARER** and delivered to the Mortgagee, said sum derived by Mortgagee and continuing to accrue from April, 2008 forward by Mortgagee paying **ONE THOUSAND and 00/100 (\$1,000.00)** Dollars on the first day of each month beginning April 2008 forward until the **principal and interest** amount equals **ONE HUNDRED THOUSAND DOLLARS** or 1) at the time the property is sold; 2) the title to property is transferred; 3) it is no longer the Mortgagor's primary residence; 4) the death of the Mortgagor or 5) the death of the Mortgagee, at which said time the \$1,000 monthly payments shall cease. The Mortgagor promises to pay the principal sum from **April 1st, 2008 forward** plus interest on the balance of principal remaining from time to time unpaid at the interest rate as defined by the Bureau of Labor Statistics as to the "**Cost of Living Adjustment**" ("**COLA**") rate per annum, payable in a lump sum (including principal and interest) on the balance due when any of the 5 triggering events as stated above the property is sold or title is transferred, **whichever is first to occur**, and all of said

EMH

UNOFFICIAL COPY

EMH

INTEREST SHALL ACCRUE AS DEFINED BY THE BUREAU OF LABOR STATISTICS AS TO THE "COST OF LIVING ADJUSTMENT" ("COLA") RATE PER ANNUM OF THE TOTAL AMOUNT DUE.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents **CONVEY** and **WARRANT** unto the Mortgagees, their successors and assigns, the following described, Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Northbrook, County of Cook, and State of Illinois, to wit:

PARCEL 1: THE EAST 25.48 FEET OF THE WEST 141.34 FEET, AS MEASURED PERPENDICULAR TO THE WEST LINE THEREOF, OF EXCEPTION TO BLANKET EASEMENT NO. 3, BEING A PART OF LOT 1 IN NORTHBROOK MEWS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 87622043 AND AS CREATED BY DEED RECORDED AS DOCUMENT NUMBER 89237872, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 04 - 04 - 302 - 027 - 0000

Address of the Real Estate: 2753 The Mews, Northbrook, IL 60062

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled, thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including, (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, beds, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or her successors or assigns shall be considered, as constituting part of the real estate.

EMH

UNOFFICIAL COPY

it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or her successors or assigns shall be considered, as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Mortgagor, their successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois', which said rights and benefits the Mortgagor does hereby expressly release and waive.

WITNESS the hand and seal of Mortgagor the day and year first above written.

Elizabeth M. Hibben

ELIZABETH M. HIBBEN

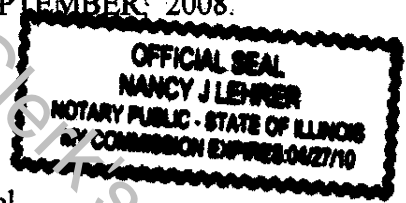
STATE OF ILLINOIS,
COUNTY OF DUPAGE SS

I, NANCY J. LEHRER, a Notary Public in and for the residing in said County, in the state aforesaid, **DO HEREBY CERTIFY THAT** ELIZABETH M. HIBBEN who 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 she signed, sealed 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 23rd day of SEPTEMBER, 2008.

Nancy J. Lehrer

NOTARY PUBLIC



Notarial Seal

THE COVENANTS CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagor shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or Other liens or claims lot 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 hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagor, (d) complete within a reasonable time, (i) any building or buildings now under construction, (ii) or any building or building

EMH

UNOFFICIAL COPY

to be constructed upon said premises; (e) comply with all requirements of laws or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

EMH 2A. *Mortgagor shall pay before any penalty attaches one half (1/2) of all water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagor duplicate receipts therefore. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, charge or assessment, which Mortgagor desires to contest.*

EMH 2B. *Mortgagor shall be responsible and pay for one half (1/2) of all general taxes, special taxes and special assessments, if any, against the premises where due for the year of 2007, if any still due and owing, and all subsequent years.*

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay, in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to the Mortgagor, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, the Mortgagor, may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by the Mortgagor, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to the Mortgagor for each matter concerning which action herein authorized may be taken shall be so much additional indebtedness secured hereby and shall become immediately due and payable, without notice and with

EMH

UNOFFICIAL COPY

interest thereon at a rate equivalent to the highest post maturity rate set forth in the note secured by this Mortgage, if any, otherwise the highest pre maturity rate set forth therein. Inaction of the Trustee or the holders of the note shall never be considered as a waiver of any right accruing to them on account of my default hereunder on the part of the Mortgagor.

5. The Mortgagor hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof at the option of the holders of the instalment note, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall: notwithstanding anything in the instalment note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making any payment on the instalment note, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note, or the Mortgagor 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 decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of the Mortgagor, for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and 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, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagor 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 true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this Mortgage, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Mortgagor in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or

UNOFFICIAL COPY

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 accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagor, her heirs. Legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagor hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notes hereby secured.



UNOFFICIAL COPY

11. Mortgagor shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Mortgagor have no duty to examine the title, location, existence, or condition of the Premises, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the note or the Mortgage, nor shall Mortgagor be obligated to record this Mortgage or to exercise any power hereto given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder.

13. Mortgagor shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured by this Mortgage and payment of a reasonable fee to Mortgagor for the execution by such release.

14. Mortgagor may resign by instrument in writing filed in the office of the Recorder in which this instrument shall have been recorded. Any Successor Mortgagee(s) hereunder shall have the identical title, powers and authority as are herein given to Mortgagor.

15. This Mortgage and all provisions hereof, shall extend to the be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Mortgage.

This Document Prepared by:
NANCY J. LEHRER
Norman H. Lehrer, P.C.
429 W. Wesley Street
Wheaton, Il. 60817

[] AFTER RECORDING MAIL TO:

FOR INFORMATION ONLY INSERT
STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE.

NAME Nancy J. Lehrer, Esq.

STREET 429 W. WESLEY STREET

CITY WHEATON, IL. 60187

2753 THE MEWS

NORTHBROOK, IL. 60062