



Doc#: 0915640057 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/05/2009 11:18 AM Pg: 1 of 6

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

84-73323 / 2902832 / Melanie @ CT / Supreme

The property identified as: **PIN:** 01-34-401-006-0000

Address:

Street: 40 W. Higgins Rd.

Street line 2:

City: South Barrington

State: IL

ZIP Code: 60010

Lender: 1st Farm Credit Services, FLCA

Borrower: Diane Goebbert, as Trustee of the Diane Goebbert Trust dated December 14, 1995 & Terry Goebbert, as Trustee of the Terry Goebbert Trust dated December 21, 1995

Loan / Mortgage Amount: \$210,000.00

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: 6BBB5951-0B4F-40B9-887E-FAF40EDCC3EA

Execution date: 06/02/2008

BOX 333-CT

64B

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prepared by

Return Recorded Document to:
1st Farm Credit Services, FLCA
1350 W. Prairie Drive
Sycamore, IL 60178

Space Above is for Recording Information

ILLINOIS MORTGAGE

BGM406 (09/08)

No(s). 7705035200

This Mortgage, dated June 02, 2009, is by:

Diane Goebbert, as Trustee of the Diane Goebbert Trust dated December 14, 1995 and Terry Goebbert, as Trustee of the Terry Goebbert Trust dated December 21, 1995

(after this called "Mortgagors" whether one or more), whose mailing address is: _____

42W813 Reinking Road, Hampshire, IL 60140

to 1st Farm Credit Services, FLCA (after this called "Mortgagee"), a federally chartered corporation whose address is: 2000 Jacobssen Drive, Normal, IL 61761.

For valuable consideration, Mortgagors grant, sell, mortgage and warrant to Mortgagee, its successors and assigns, forever, the real estate in the county or counties of Cook, Illinois, described in Exhibit A to this Mortgage, which is by this reference made a part of this Mortgage, together with all the fixtures, tenements, hereditaments and appurtenances belonging or in any way appertaining to this real estate. All of the preceding property and property rights, including the real estate described in Exhibit A, are after this collectively called "the premises."

THIS MORTGAGE SECURES: (a) the repayment of indebtedness in the principal sum of \$210,000.00 evidenced by 1 promissory note(s), as follows:

<u>Date of Note(s)</u>	<u>Face Amount(s)</u>	<u>Maturity Date(s)</u>
June 02, 2009	\$210,000.00	May 01, 2024

and any other indebtedness payable to Mortgagee evidenced by promissory notes secured by prior liens on the real estate described in Exhibit A, together with interest as provided in the promissory note(s), which may be variable or fixed and which may be converted from one to the other from time to time at the option of Mortgagors with the consent of Mortgagee, and all extensions, renewals and modifications thereof; (b) the repayment of all other amounts with interest to which Mortgagee may become entitled under this Mortgage; and (c) the performance and observance by Mortgagors of all the warranties, agreements and terms contained in this Mortgage.

By execution of this Mortgage, Mortgagors hereby acknowledge receipt of all of the proceeds of the loan evidenced by the above promissory note or notes.

All principal, interest and other sums or charges payable to Mortgagee and secured by this Mortgage are after this called the "Indebtedness."

If the Indebtedness is paid to Mortgagee when due and Mortgagors keep and perform all the warranties, agreements and terms contained in this Mortgage, then this Mortgage shall be void.

MORTGAGORS WARRANT THAT: (a) Mortgagors have fee simple title to the premises and good right to convey them, (b) Mortgagee shall quietly enjoy and possess the premises, and (c) except as expressly set forth in this Mortgage, the premises are free from all encumbrances and Mortgagors will warrant and defend title to the premises against all lawful claims.

MORTGAGORS AGREE AS FOLLOWS:

- Discharge Liens.** To pay and discharge when due all present and future taxes, assessments, judgments, mortgages and liens on the premises and to perform every obligation imposed upon Mortgagors by the instruments creating these liens.
- Insurance.** To keep insured all buildings and improvements now or later located on the premises against loss or damage by fire, wind, flood (if Mortgagee requires), and extended coverage perils, in companies and amounts satisfactory to Mortgagee and to provide on request satisfactory proof of insurance. The insurance policy shall contain a loss payable

8473323 / 29028032 / Melanie @ CT1 Sycamore

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clause in favor of Mortgagee providing all rights customarily granted under the standard mortgage clause. At Mortgagee's option, insurance proceeds may be applied to the Indebtedness, or be used for reconstruction of the damaged property or be released to Mortgagors for reconstruction. If this Mortgage is foreclosed, Mortgagors' interest in policies shall pass to Mortgagee.

3. **Protective Advances.** If Mortgagors fail to pay taxes, assessments, judgments, mortgages or other liens on the premises or to maintain insurance as required by this Mortgage, Mortgagee may do so.
4. **Pro Rata Payments.** Mortgagee may, at its option, require Mortgagors to pay to Mortgagee, at the same time as each regular installment of principal and interest, an amount equal to a pro rata portion of the taxes, assessments and insurance premiums next to become due, as estimated by Mortgagee.
5. **Protective Actions.** In any collection or foreclosure activities or proceedings, or if Mortgagors fail to perform any agreement or term contained in this Mortgage, or if any proceeding is commenced which affects Mortgagee's interest in the premises (including but not limited to eminent domain, insolvency, bankruptcy code enforcement or probate), Mortgagee may (but is not obligated to) make such appearances, disburse such sums and take such actions as Mortgagee believes are necessary to protect its interest and preserve the value of the premises. This includes, but is not limited to, disbursement of reasonable attorneys' fees, court costs, costs of environmental audits and compliance, costs of appraisals and title evidence, and making repairs and maintenance. Mortgagee may inspect the premises at reasonable times including investigating the environmental condition of the premises and taking soil and water samples.
6. **Additions to Indebtedness.** All amounts incurred or advanced by Mortgagee under paragraph 3 or 5 of this Mortgage shall be due immediately, shall bear interest as provided in the promissory note described in this Mortgage or the promissory note with the latest maturity date if more than one is described, and shall be secured by this Mortgage.
7. **Maintain Premises.** (a) to not remove or permit to be removed any buildings, improvements or fixtures from the premises, (b) to maintain the premises in good repair and condition, (c) to cultivate the premises in a good, husbandlike manner, (d) to use the premises for farm purposes (if used for farm purposes on the date of this Mortgage), (e) to not cut or remove wood or timber from the premises except for domestic use, and (f) to neither commit nor permit waste of the premises. If the premises are abandoned or left unoccupied Mortgagee may (but is not obligated to) go upon the premises to protect them against waste, vandalism or other damage without liability for trespass.
8. **Complete Improvements.** To complete in a reasonable time any improvements now or later under construction on the premises.
9. **Use of Loan Proceeds.** The proceeds of the indebtedness shall be used solely for (a) the purposes specified in the loan application or, (b) other purposes Mortgagee may require or agree to in writing.
10. **Assignment of Rents.** Mortgagors by this Mortgage assign to Mortgagee to further secure the payment of the Indebtedness the rents, issues and profits of the premises now due or which may later become due. Upon Default under this Mortgage by Mortgagors, Mortgagee: (a) shall immediately and without any further action to enforce its interest have an enforceable and perfected right to receive such rents, issues and profits and (b) may in its sole discretion notify any or all tenants to pay directly to Mortgagee all such rents, issues and profits. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the premises.
11. **Minerals and Eminent Domain.** In this paragraph 11 "minerals" includes but is not limited to oil, gas, coal, lignite, rock, stone, gravel, sand, clay, peat and earth. Mortgagee shall, at its option, receive all sums which may accrue to Mortgagors from eminent domain proceedings or from the sale, lease, development or removal of minerals in and under the premises. These sums shall be applied to the Indebtedness as Mortgagee elects. Nothing in this Mortgage, however, obligates Mortgagee to accept these sums or constitutes consent to the sale, lease, development or removal of minerals, or obligates Mortgagee to receive any payment during foreclosure or a redemption period. If a lawful claimant enters or asserts a right of entry on the premises for the purpose of exploration, development or removal of minerals under reservation or conveyance paramount to this Mortgage, to the exclusion of and without compensation to Mortgagors, then, at the option of Mortgagee, the entire Indebtedness shall become due and payable.
12. **Actions Not Affecting Lien or Liability.** Without affecting the priority of the lien of this Mortgage or the liability of Mortgagors or of any other party for the payment of the Indebtedness, Mortgagee may from time to time without notice to Mortgagors: (a) release all or part of the premises from the lien of this Mortgage, (b) extend and defer the maturity of and renew and reamortize all or any part of the Indebtedness, (c) adjust interest rates as provided in the promissory note(s) and (d) release from liability for payment of the Indebtedness one or more parties who are or become liable for its payment.
13. **Hazardous Substances.** To comply with all federal, state and local laws and the recommendations of all courts and government agencies concerning the generation, use, discharge, release, storage and disposal of hazardous substances, petroleum products, farm chemicals and general waste on the premises. Mortgagors warrant that no hazardous substances have previously been discharged, released, stored or disposed of on the premises and will take all remedial action necessary to remove any hazardous substance found on the premises during the term of this Mortgage or after default by Mortgagors. Mortgagors will indemnify Mortgagee, its directors, officers, employees and agents against all claims and losses, including court costs and attorneys' fees, arising directly or indirectly out of Mortgagors' failure to comply with this paragraph. This warranty and indemnity shall survive termination of this Mortgage.
14. **Events of Default.** Each of the following constitutes a default of this Mortgage by Mortgagors (Default): (a) failure to pay when due any part of the Indebtedness; (b) failure to perform or observe any warranty, agreement or term contained in this Mortgage or in any promissory note(s) evidencing the Indebtedness or in any related loan agreement(s); (c) the appointment of a receiver, receiver pendente lite or liquidator, whether voluntary or involuntary, for any of the Mortgagors or for any of the property of any of the Mortgagors; (d) the commencement of any proceeding by or against any of the

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Mortgagors under the provisions of any bankruptcy or insolvency laws; (e) the making by any of the Mortgagors of an assignment for the benefit of creditors; (f) the sale or transfer without Mortgagee's prior written consent of all, any part of, or any interest in, the premises or any beneficial interest in a land trust holding title to the premises by Mortgagors or any party having a beneficial interest in the land trust; (g) the transfer without Mortgagee's prior written consent of stock in a corporation holding title to all or any part of the premises by any stockholder of such corporation, if the result is that a majority of shares of the stock is owned by any parties who are not stockholders at the date of this Mortgage.

15. **Remedies on Default.** Mortgagee may do any one or more of the following if a Default occurs under paragraph 14: (a) The entire Indebtedness may become immediately due without notice and bear interest as provided in the promissory note(s) evidencing the Indebtedness and Mortgagee may collect this amount in a suit at law or by foreclosure of this Mortgage; (b) Take possession of the premises upon filing a foreclosure action and have full authority to operate, manage, lease and conserve the premises, to collect the rents, issues and profits from the premises, to obtain hazard insurance, to pay taxes and assessments when due, to employ counsel, custodians and other assistants, to make necessary repairs, to exercise all the usual powers of receivers in like cases and to continue in possession of the premises until expiration of the statutory period of redemption. All rents, issues and profits collected as Mortgagee in possession may, without prior approval of the court, be applied first to payment of the costs of management of the premises and then to the Indebtedness, and Mortgagee shall be accountable only for those proceeds actually received; (c) At any sale held pursuant to a court decree all of the premises may be sold as one parcel and any law to the contrary is waived by Mortgagors; (d) Mortgagee may retain out of the sale proceeds amounts due Mortgagee under this Mortgage, the costs of the sale, and attorneys' fees as provided by statute or court practice or in a reasonable amount; (e) In any foreclosure action or other proceeding the court may appoint a receiver and receiver pendente lite for the premises with the usual powers provided by statute, and Mortgagors hereby consent to the appointment; (f) If there is any security other than this Mortgage for the Indebtedness, then Mortgagee may proceed upon this and the other security either concurrently or separately in any order it chooses; (g) If this Mortgage secures multiple promissory notes, Mortgagee may apply foreclosure sale proceeds to the notes in the order and amounts it elects.

16. **Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.

17. **Waiver.** The failure or delay of Mortgagee to exercise any right is not a waiver of that right.

18. **Successors.** This Mortgage shall bind and benefit the parties to this Mortgage and their respective heirs, executors, administrators, successors and assigns.

19. **Waiver of State Rights.** Mortgagors waive and relinquish all rights given by the homestead and exemption laws of the State of Illinois.

Diane Goebbert

Diane Goebbert, as Trustee of the Diane Goebbert Trust dated December 14, 1995

Terry Goebbert

Terry Goebbert, as Trustee of the Terry Goebbert Trust dated December 21, 1995

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) ss. (Individual)
COUNTY OF DeKalb)

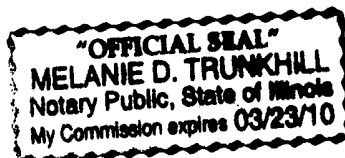
On 6-2-09, before me personally appeared: Diane Goebbert, Trustee of the Diane Goebbert Trust dated December 14, 1995 and Terry Goebbert, as Trustee of the Terry Goebbert Trust dated December 21, 1995

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged the same as their free act and deed.

[Signature]

Name: _____
Notary Public, State of Illinois
Commissioned in DeKalb County

My Commission Expires 3-23-10



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FINAL CERTIFICATE – FOR USE BY LENDER ONLY

The undersigned **attorney** certifies that based on the lender's files, this loan is secured by a first lien or its equivalent from a security standpoint on the real estate security in compliance with the Farm Credit Act of 1971 and associated regulations.

The undersigned **non-attorney** certifies that 1) qualified personnel have reviewed the title policy and it complies with standards prescribed by lender's counsel and 2) the title policy insures that the loan is secured by a first lien or its equivalent from a security standpoint.

Date: _____

Authorized Signature

This instrument was prepared under the supervision of Legal Counsel for the Mortgagee herein by:

Janice Kagy

(Name)

2000 Jacobssen Drive,

(Address)

Normal, IL 61761

(City/State/ZIP)

Property of Cook County Clerk's Office

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Loan No. 7705035200

EXHIBIT A

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, AND PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, BOTH IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF AFORESAID SOUTHEAST 1/4 OF SECTION 34; THENCE SOUTH 00 DEGREES 26 MINUTES 03 SECONDS WEST, ALONG THE SOUTHERLY EXTENTION OF THE EAST LINE OF SAID SOUTHEAST 1/4, 26.92 FEET TO THE SOUTHEAST CORNER OF DOCUMENT NUMBER 17138721; THENCE NORTH 89 DEGREES 52 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID DOCUMENT NUMBER 17138721, BEING PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 321.98 FEET TO THE NORTHERLY LINE OF HIGGINS (ILLINOIS ROUTE 72) AS CONVEYED AND WARRANTED TO THE PUBLIC FOR HIGHWAY PURPOSES PER DOCUMENT NUMBER 12066119 AND SHOWN ON PLAT OF SURVEY OF PROPERTY RECORDED MARCH 27, 1941 AS DOCUMENT NUMBER 12647595; THENCE NORTH 69 DEGREES 06 MINUTES 04 SECONDS WEST ALONG SAID NORTHERLY LINE 1065.62 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID SOUTHEAST 1/4 OF SECTION 34; THENCE NORTH 00 DEGREES 23 MINUTES 57 SECONDS EAST ALONG SAID WEST LINE 527.40 FEET, TO THE SOUTHERLY LINE OF MAGNOLIA POINT OF SOUTH BARRINGTON SUBDIVISION PER PLAT THEREOF RECORDED NOVEMBER 30, 1994 AS DOCUMENT NUMBER 04005463; THENCE SOUTH 69 DEGREES 06 MINUTES 04 SECONDS EAST ALONG SAID SOUTHERLY LINE 1159.74 FEET, THENCE SOUTH 89 DEGREES 52 MINUTES 57 SECONDS EAST 234.13 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 34; THENCE SOUTH 00 DEGREES 26 MINUTES 03 SECONDS WEST ALONG SAID EAST LINE 467.09 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

NOW KNOWN AS:

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34 TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART SUBDIVIDED) AND (EXCEPT TOLL ROAD) AND (EXCEPT THAT PART LYING SOUTH OF THE NORTH LINE OF HIGGINS ROAD) COOK COUNTY, ILLINOIS.

Tax #: 01-34-401-006-0000