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Doc#: 1022531050 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/13/2010 12:45 PM Pg: 1 of 10

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 10-33-101-014-0000

Address:

Street: 5225 TOUHY AVE

Street line 2:

City: SKOKIE

State: IL

ZIP Code: 60077

Lender: NORTH SHORE COMMUNITY BANK AND TRUST

Borrower: ALBANY BANK AND TRUST COMPANY NA AN ASSOCIATION ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, NOT PERSONALLY BUT AS TRUSTEE UNDER THE PROVISIONS OF A DEED OR DEEDS IN TRUST DULY RECORDED AND DELIVERED TO SAID BANK IN PURSUANCE OF A TRUST AGREEMENT DEC 9TH 1971 AND KNOWN AS TRUST #11 2727

Loan / Mortgage Amount: \$1,235,000.00

This property is located within the program area 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: A84E8F21-4CEC-41B1-A331-810B5D0A86C1

Execution date: 07/20/2010

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CT 8506725 / 210026907
2010

THIS INDENTURE made this 20th day of July, 2010, between ALBANY BANK AND TRUST COMPANY N.A., an association organized under the laws of the United States of America, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated the 9th day of December, 1971 and known as Trust Number 11-2727, hereinafter referred to as the Mortgagor, and NORTH SHORE COMMUNITY BANK & TRUST, of Skokie, Illinois, hereinafter referred to as the Mortgagee.

THAT WHEREAS the Mortgagors are justly indebted to the legal holder of the REVOLVING LINE OF CREDIT PROMISSORY NOTE hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ONE MILLION TWO HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$1,235,000.00), evidenced by one certain REVOLVING LINE OF CREDIT PROMISSORY NOTE of the Mortgagor of even date herewith, made payable to MORTGAGEE, and delivered, in and by which said Note, the Mortgagor promises to pay the said principal sum and interest from date of July 20, 2010, on the balance remaining from time to time unpaid at : The interest rate on said Note is subject to change from time to time based on changes in an independent index which is The Prime Rate as published in the Money Rates section of the Wall Street Journal (the "index") plus one percent (1%). Mortgagor additionally agrees to pay to NORTH SHORE COMMUNITY BANK & TRUST, 7800 Lincoln Avenue, Skokie, Illinois, the accrued and unpaid interest due as of each payment date, beginning on the 20th day of August and on the 20th day of each month thereafter until this NOTE is fully paid, except that the final payment of interest and principal, if not sooner paid, shall be due on the 19th day of July, 2011. All such payments on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid principal balance and the remainder to principal. Said payments are to be made to: NORTH SHORE COMMUNITY BANK & TRUST, 7800 Lincoln Avenue, Skokie, Illinois, or as the legal holder of the REVOLVING LINE OF CREDIT PROMISSORY NOTE may, from time to time, in writing appoint.

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 Purchase Money Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of ONE DOLLAR in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto NORTH SHORE COMMUNITY BANK & TRUST, his successors and assigns, the following described Real Estate and all of their

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estate, right, title and interest therein, situate, lying and being in the Cities of Skokie, County of Cook, and State of Illinois, to wit:

See attached legal description

PIN: 10-33-101-014-0000

Commonly known as: 5225 Touhy, Skokie, Illinois 60077

which, with the property hereinafter collectively described is referred to herein as the "premises."

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, 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 his successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its 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.

FURTHER, the Mortgagor covenants:

1. Mortgagor shall: (a) promptly repair, restore or 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 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 hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holders of the Note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law 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 permitted by municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, regular monthly condominium assessments, special assessments,

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water charges, sewer service charges and other charges against the premises when due, and shall, upon written request, furnish to holders of the Note duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep the premises and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, under policies providing for payment by the insurance companies of monies 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 holders of the Note, 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 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 holders of the Note 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 monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by the holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation 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 interest thereon at a rate equivalent to the post maturity rate set forth in the Note securing this Mortgage, if any, otherwise, the prematurity rate set forth therein. Inaction of holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The holders of the Note 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 of the Note. At the option of the holders of the Note, and with notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable: (a) five (5) days after the default in not making payment of any installment of principal or interest on the Note; or (b) when default shall

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occur and continue for thirty days 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 shall have the right to foreclose the lien hereof. In any suite 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 holders of the Note 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, title insurance policies, and similar data and assurances with respect to title as holders of the Note 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 post maturity rate set forth in the Note securing this Mortgage, if any, otherwise the prematurity rate set forth therein, when paid or incurred by the holders of the Note 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 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 Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, his heirs, legal representatives or assigns as his 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 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 homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have 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

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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 due superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a 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 Note hereby secured.

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

12. Mortgagee has 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 Mortgage, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon full payment.

14. In the event Mortgagor shall convey title to any person or persons other than the Mortgagor or shall suffer or permit Mortgagor's equity of redemption in the Premises described in the Mortgage securing this Note to become vested in any person or persons other than Mortgagor (except when such vesting results from devise or operation of law upon the death of any individual executing this Note and the Mortgage securing this Note), then in any such event, the Mortgagee is hereby authorized and empowered at its option and without affecting the lien created by said Mortgage or the priority of said lien or any right of the Mortgagee thereunder, to declare all sums evidenced hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose the said Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. Acceptance by the Mortgagee of any mortgage payments made by any person or persons other than the Mortgagor shall not be deemed a waiver by the Mortgagee of its right to require or enforce performance of this provision or to exercise the remedies thereunder. For the purpose of this provision, the word "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or governmental or political subdivision thereof of any one or more or

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combination of the foregoing. Whenever the Mortgagee shall elect to declare all sums secured thereby immediately due and payable in accordance with this provision, it shall give written notice to the Mortgagor and to the Mortgagor's successors in title not less than thirty (30) days prior to the effective date thereof by registered or certified mail, postage prepaid, addressed to the last known address of the Mortgagor and of the Mortgagor's successors in title as recorded upon the books of the Mortgagee, but if no such address be so recorded, then to the address of the mortgaged Premises.

15. Further, the Mortgagor agrees to pay into escrow with Mortgagee, the real estate taxes as Mortgagee directs, based upon the yearly real estate taxes most recently billed on the premises. The Mortgagee shall hold the same in an escrow account at a federally insured bank. If, at any time, the sum in said account is less than 90% of the yearly real estate tax bill on the premises, the Mortgagor agrees to immediately place additional funds in said escrow so that the amount in the escrow will equal said yearly taxes.

16. The Mortgagee hereof may collect, and the Mortgagor hereof agrees to pay, a delinquency and collection charge on each installment not paid within ten (10) days of the date said installment was due in an amount equal to five (5%) percent of the installment or \$5.00, whichever is greater. The amount of the installment shall include, in addition to principal and interest, all other sums required to be paid or permitted to be collected by the terms of this Mortgage. It is agreed that such delinquency and collection charge is to reimburse the Mortgagee for additional costs incurred by the reason of the Mortgagor's delinquency.

17. Assignment of Rents. Mortgagor unconditionally assigns and transfers to Mortgagee all the rents and revenues of the Property. Mortgagor authorizes Mortgagee or Mortgagee's agents to collect the rents and revenues and hereby directs each tenant of the premises to pay the rents to Mortgagee or Mortgagee's agents. However, prior to Mortgagee's notice to Mortgagor of Mortgagor's breach or default of any covenant or agreement in the Note or Mortgage, Mortgagor shall collect and receive all rents and revenues of the Premises as trustee for the benefit of Mortgagee and Mortgagor. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Mortgagee gives notice of breach or default to Mortgagor: (a) all rents received by Mortgagor shall be held by Mortgagor as trustee for benefit of Mortgagee only to be applied to the sums secured by the Mortgage; (b) Mortgagee shall be entitled to collect and receive all of the rents of the Premises; and (c) each tenant of the Premises shall pay all rents due and unpaid to the Mortgagee or Mortgagee's agent on Mortgagee's written demand to the tenant.

Mortgagor has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Mortgagee from exercising its rights under this paragraph 17.

Mortgagee shall not be required to enter upon, take control of or maintain the Premises before or after giving notice of breach or default to Mortgagor. However, Mortgagee or a judicially appointed receiver may do so at any time there is a breach or

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default. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Mortgagee. This assignment of rents of the Premises shall terminate when the debt secured hereunder is paid in full.

18. The Mortgagor hereby waives all right of homestead exemption in the Premises.

19. THIS MORTGAGE is executed by Albany Bank and Trust Company N.A. not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Albany Bank & Trust Company N.A., hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said Mortgagor or on said Albany Bank and Trust Company N.A. personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied, herein contained, including but not limited to all environmental representations, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said Albany Bank & Trust N.A. personally are concerned, the Mortgagee, shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement hereof hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Albany Bank and Trust Company N.A. not personally but as trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed by its Vice President, the day and year first above written.

ALBANY BANK AND TRUST COMPANY N.A. not personally but as trustee as aforesaid

By: _____

[Handwritten Signature]
for V.P.

ATTEST:

[Handwritten Signature]

V.P.

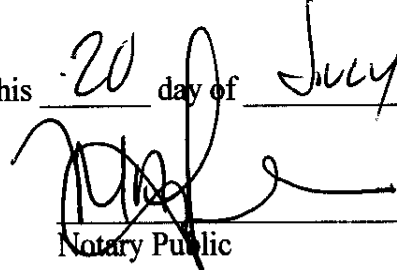
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STATE OF ILLINOIS)
) SS.

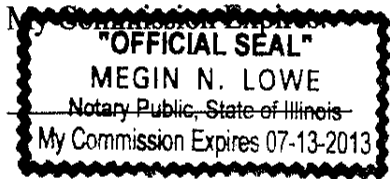
COUNTY OF COOK)

I, Megan Lowe a Notary Public in and for said County and State, do hereby, certify that Michael Bentzen and John Schellhagen, of ALBANY BANK & TRUST CO., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SVVP and VP appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of July, 2010.



Notary Public



PREPARED BY AND RETURN TO:

Heidi Weitmann Coleman, PC, 7301 N. Lincoln, Suite 140, Lincolnwood, Illinois 60712

CLERK OF COOK COUNTY CLERK'S OFFICE

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STREET ADDRESS: 5225 TOUHY

CITY: SKOKIE

COUNTY: COOK

TAX NUMBER: 10-33-101-014-000-

LEGAL DESCRIPTION:

PARCEL 1:

THE WEST 100 FEET OF THE EAST 320 FEET OF LOT 1 OF ASSESSORS DIVISION ALSO KNOWN AS LOT 14 IN COUNTY CLERKS DIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

[REDACTED]

0 [REDACTED] DOCUMENT 1737478 17 95

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