### **UNOFFICIAL COPY**

Doc#. 1521749100 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 08/05/2015 10:10 AM Pg: 1 of 4

Record & Return To: Corporation Service Company P.O. Box 3008 Tallahassee, FL 32512 800-645-0683

This Instrument Prepared Fy: The Northern Trust Company 50 South LaSalle Street Chicago, IL 60603 312-630-6000

This Instrument Prepared By: Jason Pritchara

Deal Name: Northern Trust Company

IL. Cook



S325107SAT REF103251414

#### SATISFACTION OF MORTGAGE

FOR VALUABLE CONSIDERATION RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, THE NORTHERN TRUST COMPANY, an Illinois banking corporation does hereby certify that a certain MORTGAGE, by Anne E. Theophilos, married to Theodore J. Theophilos (collectively the "Borrower"), is hereby RELEASED AND SATISFIED IN FULL and the real estate described therein is fully released as described below:

Original Lender: THE NORTHERN TRUST COMPANY Dated: 07/28/2004 Recorded: 08/30/2004

Instrument: 0424308075 in Cook County, IL Loan Amount: \$1,100,000.00

Property Address: 535 Woodside Ave, Hinsdale, IL 60521
Parcel Tax ID: 18-07-110-021-0000; 18-07-110-014-0000
Legal description is attached hereto and made a part thereof.

The party executing this instrument is the present holder of the document described herein. IN WITNESS WHEREOF, this instrument was executed and delivered by the undersigned on 08/04/2015.

THE NORTHERN TRUST COMPANY, an Illinois banking corporation

By its Attorney in Fact CORPORATION SERVICE COMPANY

Name: Monica Barr
Title: Attorney-in-Fact

Power of Attorney Recorded 01/09/2015 Instrument: 1500944077

in Cook, IL

1521749100 Page: 2 of 4

# **UNOFFICIAL COPY**

Page 2

State of Florida County of Leon

On 08/04/2015 before me, the undersigned, a Notary Public, for said County and State, personally appeared Monica Barr, personally known to me to be the person that executed the foregoing instrument and acknowledged that is a/an Attorney-in-Fact of THE NORTHERN TRUST COMPANY, an Illinois banking corporation and that he/she did execute the foregoing instrument. Monica Barr is personally known to me.

Notary Public: Ashley Williams

My Comm. Expires: 05/12/2018

ASHEY WILLIAMS
MY COMMISSION # FF 122509
EXPIRES: May 12, 2018
Bonded Thru Budget Notary Services

1521749100 Page: 3 of 4

### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY: THE NORTHERN TRUST COMPANY 50 SOUTH LASALLE STREET CHICAGO, IL 60675

Doc#: 0424308075

Eugene "Gene" Moore Fee: \$48.00 Cook County Recorder of Deeds Date: 08/30/2004 12:22 PM Pg: 1 of 13

WHEN RECORDED MAIL TO: THE NORTHERN TRUST COMPANY 50 SOUTH LASALLE STREET CHICAGO, IL 60675

SEND TAX NOTICES TO:
THE NORTHERN PRUST
COMPANY
50 SOUTH LASALLE STREET

FOR RECORDER'S USE ONLY

TICOR TITLE

This Mortgage prepared by:

CHICAGO, IL 60675

Y. Russell ([/A) 186

THE NORTHERN TRUST COMPANY 50 SOUTH LASALLE STREET

CHICAGO, IL 60675

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the Credit Limit of \$1,100,000.00.

THIS MORTGAGE dated July 28, 2004, is made and executed between Anne E. Theophilos, married to Theodore J. Theophilos, whose address is 535 Woodside Avenue, Hinsdale, JL 60521 (referred to below as "Grantor") and THE NORTHERN TRUST COMPANY, whose address is 53 SOUTH LASALLE STREET, CHICAGO, IL 60675 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, not is of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

#### PARCEL 1:

LOT 6 (EXCEPT THE SOUTH .01 FEET AND EXCEPT THE NORTH 14.92 FEET AND EXCEPT THE WEST 22.5 FEET) IN BLOCK 3 IN HIGHLANDS, A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 32 IN WOODED ACRES, AN ADDITION TO HINSDALE, BEING A RESUBDIVISION OF LOTS 9 TO 16 IN BLOCK 2 AND LOT 8 TO 10 IN BLOCK 3 IN HIGHLANDS, BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST

1521749100 Page: 4 of 4

## **UNOFFICIAL COPY**

MORTGAGE (Continued)

Loan No: 2000558195 (Continued) Page 2

QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 535 Woodside Avenue, Hinsdale, IL 60521. The Real Property tax identification number is 18-07-110-021-0000 and 18-07-110-014-0000

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Credit Agreement, but also any future amounts which Lender may advance to Borrower under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, coor charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or into paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HERBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Modgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and archority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession