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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1530856094 Fee: \$68.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/04/2015 11:55 AM Pg: 1 of 16

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 04-34-208-035-0000

Address:

Street: 1234 Spruce Drive

Street line 2:

City: Glenview

State: IL

ZIP Code: 60025

Lender: Elizabeth D. McDermott

Borrower: Jane B. Doepke Trust dated November 3, 1999

Loan / Mortgage Amount: \$460,000.00

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: 8EE7B29C-DC2E-4394-BA1C-EF0671F2512F

Execution date: 11/4/2015

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This Instrument Prepared By and Mail to:

Kuhn, Mitchell &, LLC
111 E. Jefferson Avenue
Naperville, IL 60540

(Space above this line for recording purposes)

MORTGAGE

This Mortgage ("Security Instrument") is given on November 4, 2015. This Security Instrument is given by the JANE B. DOEPKE TRUST DATED NOVEMBER 3, 1999 ("Mortgagor") to the ELIZABETH D. MCDERMOTT ("Mortgagee"), whose address is 2 Glenwood Avenue, Ross, CA 94957. Mortgagor owes Mortgagee the principal sum of FOUR HUNDRED SIXTY THOUSAND AND NO/100TH DOLLARS (U.S. \$460,000.00). This debt is evidenced by Mortgagor's Note dated the same date as this Security Instrument, with the full debt, if not paid earlier, due and payable on December 1, 2015.

In consideration of the loan and obligations hereinafter defined, and to secure such obligations (which includes the Disbursement Agreement, Note and this Mortgage), Mortgagor hereby bargains, grants, mortgages, sells and warrants to Mortgagee, the following described property ("Property"):

LOT 1 IN DOEPKE'S CONSOLIDATION BEING A ONE LOT CONSOLIDATION OF LOTS 18 AND 19 AND PART OF LOT 20 IN SHAINWOOD AND ALL OF LOT "B" IN SHAINWOOD, UNIT NO. 3, BOTH BEING SUBDIVISIONS IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1234 Spruce Drive, Glenview, IL 60025

P.I.N. 04-34-208-035-0000

situated in Cook County, Illinois, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the property, including, but not limited to, all heating, air-conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment; all landscaping; all exterior and interior improvements; all easements, issues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. The term "Property" further includes, but is not limited to, any and all wells, water, water rights, ditches, laterals, reservoirs, reservoir sites and dams, used, appurtenant, connected with, or attached to the Property, whether or not evidenced by stock or shares in an association or corporation howsoever evidenced. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto

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UNOFFICIAL COPY**NOTE**

US \$460,000.00 Glenview, Illinois

November 4, 2015

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay the EDWARD MCDERMOTT AND ELIZABETH MCDERMOTT TRUST, or order, the principal sum of Four Hundred Sixty Thousand Dollars and No/100 (\$460,000.00), with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of three and 25/100th percent (3.25%) per annum. Principal and interest shall be payable at 2 Glenwood Avenue, Ross, California 94957, or such other place as the Note holder may designate, with the entire indebtedness, if not sooner paid, due and payable on December 1, 2015.

In the event suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fee

Borrower may prepay the principal amount outstanding in whole or in part. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date herein.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a junior mortgage on the property commonly known as 1234 Spruce Drive, Glenview, IL 60025.

Jane B. Doepke Trust Dated November 3, 1999

By: _____
Jane B. Doepke, Trustee

1234 Spruce Drive
Glenview, IL 60025

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Mortgagee forever to secure the obligations. Mortgagor does hereby bind Mortgagor to warrant and forever defend the property unto Mortgagee forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Further, Mortgagor does hereby pledge and assign to Mortgagee, from and after the date hereof (including any period of redemption), primarily and on a parity with said real estate and not secondarily, all the rents, issues and profits of the Property and all rents, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the premises, and does hereby transfer and assign all such leases to Mortgagee together with the right, but not the obligation, to collect, receive and receipt for all avails thereof, to apply them to said indebtedness and to demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to any lessor or tenant, that until a default shall be made or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may remain in possession of the premises and may collect, receive and enjoy such avails therefrom, except, however, Mortgagee shall have and hereby expressly reserves the right to collect and receive all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the premises or any part thereof now existing or hereafter made, and to apply the same to said indebtedness either before or after any default hereunder, and Mortgagee may demand, sue for and recover any such payments, but shall not be required to do so. To have and to hold the said real estate unto Mortgagee, its successors and assigns forever, for the purposes herein set forth, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws and Exemption Laws of the State of Illinois.

1. Obligations Defined. The term "obligations" is defined and includes the following:
 - A. A Note of even date executed by Mortgagor payable to the order of Mortgagee which evidences a loan to Mortgagor in the principal sum of FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000.00) and all extensions, renewals, modifications or substitutions thereof; and
 - B. All future advances by Mortgagee to Mortgagor to any one of them and others (regardless of whether or not this Mortgage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness); and
 - C. All additional sums advanced, and expenses incurred by Mortgagee for the purpose of insuring, preserving or otherwise protecting the Property and its value and all other sums advanced, and expenses incurred, by Mortgagee pursuant to this Mortgage, plus interest at the rate provided for in the Note; and
 - D. All other obligations to the extent the taking of the collateral as security therefore is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Mortgagee on Mortgagor's behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety, of Mortgagor to Mortgagee, now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated or joint, several, or joint and several; and
 - E. Mortgagor's performance of the terms in the Note Mortgagor's performance of any terms in this Mortgage, any deed of trust, any trust deed, any other mortgage, any deed to secure debt, any assignment, any security agreement, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.

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2. Maximum Obligation Limit. The total principal amount (exclusive of interest, attorneys' fees, paralegal fees, costs and other legal expenses) of the obligations secured by this Mortgage, not including however any sums advanced for the protection of the Property or Mortgagee's interest therein, shall not exceed the sum of FOUR HUNDRED SIXTY THOUSAND DOLLARS (U.S. \$460,000.00), provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.

3. Interest and Repayment of the Obligations. Mortgagor covenants and agrees to pay the recited debt herein and interest thereon when and as it shall become due, whether in course or under any covenant or agreement herein or therein contained. After maturity or acceleration, the Loan shall bear interest at rate specified in the Note on the balance of the Loan which is not paid at maturity or acceleration until paid in full. The Loan and Note are limited to the maximum lawful amount of interest (Maximum Lawful Interest) permitted under applicable Federal and State Laws. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding. If or when no principal amount is outstanding, any excess interest shall be refunded to Mortgagor.

4. Liens and Encumbrances Mortgagor warrants and represents that the property is free and clear of all liens and encumbrances whatsoever. Mortgagor agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of a lien, claim or encumbrances on or against the property or any part thereof. Mortgagor may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.

5. Events of Default. Mortgagor shall be in default upon the occurrence of any of the following events, circumstances or conditions. The events of Default are:
 - A. Failure of any person obligated on the obligations to make payments when due thereunder; or
 - B. A default or breach under any of the terms of this Mortgage, the Note any related documents or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guarantying, securing or otherwise relating to the obligations; or
 - C. The making or furnishing of any verbal, or written, representation, statement or warranty to Mortgagee which is, or becomes, false or incorrect in any material respect by, or on behalf of, Mortgagor, or any co-signer, endorser, surety or guarantor of the obligations; or
 - D. The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against, Mortgagor or any co-signer, endorser, surety or guarantor of the obligations; or
 - E. A good faith belief by Mortgagee at any time that Mortgagee is insecure, that the prospect of any payment is impaired or that the Property or collateral is impaired; or
 - F. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or escrow on or before its due date; or

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- G. A transfer of a substantial part of Mortgagor's money or property; or
- H. Any mechanic's or other claim, lien or encumbrance which might be prior or equal in lien to the lien of this Mortgage be created upon or attach to all or any part of the premises, in the event of the passage after the date of this Mortgage of any law of the State of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages for state or local purposes or the manner of the collection of any such taxes so as to make it obligatory on Mortgagee to pay such tax; or
- I. If all or any part of the property or interest therein is sold, leased, transferred, hypothecated, conveyed or transferred by mortgagor except as permitted in this Mortgagee and in the paragraph below entitled "Due on Sale or Encumbrance"; or
- J. Failure to comply with or a violation relating to public health, safety or protection of the environment pursuant to Federal and State laws, statutes and regulations; or
6. Remedies on Default. At the option of Mortgagee, all or any part of the principal of, and accrued interest on, the obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Mortgagee, at its option, may immediately foreclose and may immediately invoke any or all other remedies provided in the Note, Mortgage or Related Documents. All rights and remedies are distinct, cumulative and are not exclusive and Mortgagee is entitled to all remedies provided by law or equity, whether or not expressly set forth.
7. Due on Sale or Encumbrance. Mortgagee may at Mortgagee's option, declare the entire balance with all accrued interest on the obligations to be immediately due and payable upon the creation of a lien, encumbrance, transfer, sale, contract to transfer or sell or failure to comply with or a violation relating to public health, safety or protection of the environment pursuant to Federal and State laws, statutes and regulations by mortgagor. Lapse of time or the acceptance of payments by Mortgagee after such creation of any lien, encumbrance, transfer, sale, contract to transfer or sell or failure to comply with or a violation relating to public health, safety or protection of the environment pursuant to Federal and State laws, statutes and regulations shall not be deemed a waiver or estoppel of Mortgagee's right to accelerate the Note. If Mortgagee exercises such option to accelerate, Mortgagee shall mail, by certified mail or otherwise, Mortgagor notice of acceleration to the address of Mortgagor shown on Mortgagee's records. The notice shall provide for a period of not less than thirty (30) days from the date the notice is mailed within which Mortgagor shall pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted on default, and Mortgagee shall be entitled to immediate possession of the property and to collect the rents and avails therefrom, as aforesaid, and may enter without process of law, using such force as may be necessary, and in such case, all tenants in possession are hereby directed to attorn to Mortgagee. This covenant shall run with the property and shall remain in effect until the obligations and this Mortgage are fully paid.

In the preceding paragraph, the term "Property" also includes any interest to all or any part of the Property; the phrase "sells or transfers" means the conveyance of any right, title or interest in the property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, lease-option contract or other method of conveyance of the Property interests; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim,

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encumbrance or proprietary right, choate or inchoate, any of which is superior to the lien created by this Mortgage.

8. Foreclosure and Possession on Foreclosure. If an action is brought to foreclose this Mortgage for all or any part of the obligations, Mortgagor agrees that the Mortgagee shall be entitled to immediate possession as Mortgagee in possession of the Property to the extent not prohibited by law, or the court may appoint or placement of Mortgagee in possession, and Mortgagor hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any moneys so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, sale expenses or as authorized by the Court. Any sums remaining after such payments will be applied to the obligations.

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 Mortgagee in connection with collecting rents or other avails from the premises as herein provided, and for attorneys' fees, paralegal fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as Mortgagee 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 such fees and expenses shall be added to the principal due under the obligations and shall bear interest at the rate provided for by that obligation as of the date of the payment and such payment shall be part of the lien herein provided and shall be secured by that lien.

9. Property Obligations. Mortgagor shall promptly pay all taxes, assessments, levies, water rents, other rents, insurance premiums and all amounts due on any encumbrance if any, as they become due. Mortgagor shall provide written proof to Mortgagee of such payments. However, at any time, if required by Mortgagee, Mortgagor shall pay to Mortgagee with the monthly payments of principal and interest a prorated portion of the taxes, assessments and insurance premiums next to become due, as estimated by the Mortgagee, so that Mortgagee will have sufficient funds on hand to pay taxes, assessments and insurance premiums thirty (30) days before the delinquency date thereof. Any deficit shall immediately be paid by Mortgagor to Mortgagee. Money so held shall not bear interest and upon default may be applied by Mortgagee on account of the mortgage indebtedness. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided, shall not be affected, except in so far as the obligations thereunder have been actually met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring deposits for taxes, assessments, insurance premiums, by notice to Mortgagor in writing. While any such waiver is in effect Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.
10. Insurance. Mortgagor shall insure and keep insured the property against loss of fire and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Mortgagee, in an amount at least equal to the amount of the obligations. Such insurance shall contain the standard "Mortgagee Clause" and shall name and endorse Mortgagee. If an insurer elects to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Mortgagee shall have the option to apply such insurance proceeds upon the obligations secured by this Mortgage or to have said property repaired or rebuilt. Mortgagor shall deliver or cause to be delivered evidence of such coverage and

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copies of all notices and renewals relating thereto. Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement of such insurance terminates. In the event Mortgagor fails to pay such premiums, Mortgagee may, at its option, pay such premiums. Any such payment by Mortgagee shall be repayable upon demand of Mortgagee or if no demand is made, in accordance with the paragraph below entitled "Mortgagee May Pay". Further, Mortgagor shall at least ten (10) days before the expiration of an existing policy, deposit with Mortgagee a policy to replace such expiring policy.

11. Waste. Mortgagor shall not abandon, alienate or encumber the Property to the prejudice of Mortgagee, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. The term "waste" is used herein in the traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein, includes but is not limited to, hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagor shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property. Further, Mortgagor shall not cause to suffer any lien of mechanics or materialmen, or any other lien or claim for lien not expressly subordinate to the lien hereof, to attach to the premises, to pay, when due, any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and on request, to exhibit to Mortgagee satisfactory evidence of the discharge of such prior lien or claim.
12. Condition of Property. As to the Property, Mortgagor shall:
- A. Keep all buildings occupied and keep all building, structures and improvements in good repair; and
 - B. Refrain from the commission or allowance of any acts of waste, removal, demolition or impairment of the value of the Property or improvements thereon; and
 - C. Not cut or remove, or permit to be cut or removed, any wood or timber from the Property; and
 - D. Not permit the Property to become subject to or contaminated by or with waste; and
 - E. Prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.

To the best of Mortgagor's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor makes this affirmative warranty fully intending Mortgagee to rely upon it in extending the loan to Mortgagor.

13. Environmental Matters.

- A. Definitions. For purposes of this Mortgage, "Hazardous Material" means (i) "hazardous substances" as defined by the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sec. 9601 et seq.; (ii) "hazardous waste", as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sec. 6902 et seq.; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable Federal, state or local law, regulation, ordinance or

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requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (iv) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (v) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sec. 2011 et. seq., as amended or hereafter amended and (vi) asbestos in any form or condition.

B. Representations. Mortgagor hereby represents to Mortgagee that:

1. Compliance. The mortgaged Premises (which includes underlying groundwater and areas leased to tenants, if any), and the use and operation thereof, have been and are currently in compliance with all applicable laws, ordinances, requirements and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment including those statutes, laws, regulations and ordinances identified in subparagraph A. above, all as amended and modified from time to time (collectively, "Environmental Laws"). All required governmental permits and licenses are in effect, and Mortgagor is in compliance therewith. All Hazardous Material generated or handled on the Mortgaged Premises has been disposed of in a lawful manner.

2. Absence of Hazardous Material. No generation, manufacture, storage, treatment, transportation or disposal of Hazardous Material has occurred or is occurring on or from the Mortgaged Premises, except as has been disclosed in writing to and approved by Mortgagee ("Permitted Material"). No environmental or public health or safety hazards currently exist with respect to the Mortgaged Premises or the business of operations conducted thereon. No underground storage tanks (including petroleum storage tanks) are presently on or under the Mortgaged Premises except as has been disclosed in writing and approved by Mortgagee ("Permitted Tanks").

3. Proceedings and Actions. There have been no past, and there are no pending or threatened: (i) actions or proceedings by a governmental agency or any other entity regarding public health risks or the environmental condition of the Mortgaged Premises, or the disposal or presence of Hazardous Materials, or regarding any Environmental Laws or (ii) liens or governmental actions, notices of violations, notice of non-compliance or other proceedings of any kind that could impair the value of the Mortgaged Premises, or the priority of the Mortgage Lien or of any of the other Loan Documents.

C. Mortgagor's Covenants. Mortgagor hereby covenants with Mortgagee as follows:

1. Compliance. The Mortgaged Premises and the use and operation thereof, will remain in compliance with all Environmental Laws. All required governmental permits and licenses will remain in effect and Mortgagor shall comply therewith. All Hazardous Material present, handled or generated on the Mortgaged Premises will be disposed of in a lawful manner. Mortgagor will satisfy all requirements of applicable Environmental Laws for the maintenance and removal of all underground storage tanks on the Mortgaged Premises, if any. Without limiting the foregoing, all Hazardous Material shall be handled in compliance with all applicable Environmental Laws.

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2. Absence of Hazardous Material. Other than Permitted Material, no Hazardous Material shall be introduced to or handled on the Mortgaged Premises without twenty-one (21) days prior written notice to Mortgagee.
 3. Proceedings and Actions. Mortgagor shall immediately notify Mortgagee and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the condition of the Mortgaged Premises or compliance with Environmental Laws. Mortgagor shall promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of Mortgagee. Mortgagor shall keep the Mortgaged Premises free of any lien imposed pursuant to any Environmental Laws.
 4. Environmental Audit. Mortgagor shall provide such information and certifications which Mortgagee may reasonably request from time to time to insure Mortgagor's compliance with this Paragraph 13. To investigate Mortgagor's compliance with Environmental Laws and with this Paragraph, Mortgagee shall have the right, but no obligation, at any time to enter upon the Mortgaged Premises, take samples, review Mortgagor's books and records, interview Mortgagor's employees and officers, and conduct similar activities. Mortgagor shall cooperate in the conduction of such an audit.
- D. Lender's Right to Rely. Mortgagee is entitled to rely upon Mortgagor's representations and warranties contained in this Paragraph 13 despite any independent investigations by Mortgagee or its consultants. The Mortgagor and its Beneficiary shall take reasonable actions to determine for itself, and to remain aware of the environmental condition of the Mortgaged Premises and shall have no right to rely upon any environmental investigations or findings made by Mortgagee or its consultants.
- E. Indemnifications. Mortgagor agrees to indemnify, defend (at hearing, trial and appellate levels and with counsel acceptable to Mortgagee and at Mortgagor's sole cost), and hold Mortgagee and Mortgagee's parent and subsidiary corporations, and their affiliates, shareholders, directors, officers, employees and agents (collectively "Mortgagee's Affiliates") free and harmless from and against all loss, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suite, proceedings, damages (including consequential damages), disbursements or expenses of any kind or nature whatsoever (including attorneys' fees at hearing, trial and appellate levels, paralegal fees and experts' fees and disbursements and expenses incurred in investigating, defending against or prosecuting any litigation, claim or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against Mortgagee or any of Mortgagee's Affiliates in connection with or arising from:
1. any Hazardous Material, on, in, under or affecting all or any portion of the Mortgaged Premises, the ground-water, or any surrounding areas;
 2. any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in this Paragraph 13;
 3. any violation or claim of violation by Mortgagor of any Environmental Laws; or
 4. the imposition of any lien for damages caused by or the recovery of any costs for the cleanup, release or threatened release of Hazardous Material.

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The foregoing indemnification shall survive repayment of the Note or any transfer of the Mortgaged Premises by foreclosure or by a deed in lieu of foreclosure. Mortgagor, its successors and assigns, hereby waive, release and agree not to make any claim or bring any cost recovery action against Mortgagee under CERCLA or any state equivalent, or any similar law now existing or hereafter enacted. It is expressly understood and agreed that to the extent that Mortgagee is strictly liable under any Environmental Laws, Mortgagor's obligation to Mortgagee under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation or condition which results in liability to Mortgagee.

14. Inspection by Mortgagee. Mortgagee or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Mortgagee shall make reasonable efforts to give Mortgagor prior notice of any such inspection.
15. Protection of Mortgagee's Security. If Mortgagor fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage, Disbursement Agreement, or any loan documents or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to, foreclosure, eminent domain, insolvency, housing or environmental code or law enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee, at Mortgagee's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Mortgagee's interest. Mortgagor hereby assigns to Mortgagee any right Mortgagor may have by reason of prior encumbrances on the Property or by law or otherwise to cure any default under said prior encumbrances. Without Mortgagee's prior written consent, Mortgagor will not partition or subdivide the Property.
16. Condemnation. In the event all or any part of the Property (including, but not limited to any easement therein) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagor will promptly give written notice to Mortgagee of the institution of such proceedings. Mortgagor further agrees to notify Mortgagee of any attempt to purchase or appropriate the Property or any easement therein, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Mortgagee as a prepayment under the Note. Mortgagor also agrees to notify the Mortgagee of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceedings shall, at the option of the Mortgagee, be paid to Mortgagee. Such awards or compensation are hereby assigned to Mortgagee, and judgment thereafter shall be entered in favor of Mortgagee.

When paid, such awards shall be used, at Mortgagee's option, toward the payment of the obligations or payment or taxes, assessments, repairs or other items provided for in the Mortgage, whether due or not, all in such order and manner as Mortgagee may determine. Any amount not so used shall be applied to the obligations. Such application or release shall not cure or waive any default. In the event Mortgagee deems it necessary to appear, answer or appeal in any condemnation action hearing or proceeding, Mortgagor shall hold Mortgagee harmless from and pay all legal expenses, including but not limited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.

17. Other Proceedings. If any action or proceeding is commenced to which Mortgagee is made or chooses to become a party by reason of the execution of the Note, this Mortgage, the Disbursement Agreement, any loan documents or the existence of any obligations or in which Mortgagee deems it necessary to

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appear, answer or appeal in order to protect its interests, Mortgagor agrees to pay and to hold Mortgagee harmless for all liabilities, costs and expenses paid or incurred by Mortgagee in such action or proceedings, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and expenses.

18. Waiver of Mortgage. To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to:
- A. homestead;
 - B. exemptions as to the property;
 - C. redemption;
 - D. right of reinstatement;
 - E. appraisal;
 - F. marshaling of liens and assets; and
 - G. statute of limitations.

In addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law. Lastly, 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 the same in an action at law upon the note hereby secured.

19. Partial Foreclosure. In case of default in the payment of the obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the filing of any lien, judgment or encumbrance, Mortgagee shall have the right, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default against the Property or any part thereof which may be sold subject to the remaining unpaid balance of the obligations. This Mortgage shall continue as a lien for such unpaid balance of the obligations.
20. Mortgagee May Pay. If Mortgagor fails to pay when due any of the items it is obligated to pay or fails to perform when obligated to do, Mortgagee may, at its option:
- A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Mortgagee's lien interest;
 - B. pay, when due, installments of any real estate tax imposed on the Property; or
 - C. pay or perform any other obligation relating to the Property which affects at Mortgagee's sole discretion, the interest of Mortgagee in the property.

Mortgagor agrees to indemnify Mortgagee and hold Mortgagee harmless for all the amounts so paid and for Mortgagee's costs and expenses, including reasonable attorneys' fees and paralegal fees. Such payments when made by Mortgagee shall be added to the principal balance of the obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mortgage, having the benefit of the lien and its property. Mortgagor agrees to pay and reimburse Mortgagee for all such payments. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend money for taxes, assessments or for any other purpose. Inaction of Mortgagee shall never be construed as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagor.

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21. Prepayment. Mortgagor shall have the option to prepay, in part or in whole, without penalty.
22. General Provisions.
- A. Time is of the Essence. Time is of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgage.
 - B. No Waiver by Mortgagee. Mortgagee's course of dealing, or Mortgagee's forbearance from, or delay in, the exercise of any of Mortgagee's rights, remedies, privileges or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgage, or other loan documents, shall not be construed as a waiver by Mortgagee unless any such waiver is in writing and is signed by Mortgagee. The acceptance by Mortgagee of any sum in payment or partial payment on the obligations after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Mortgagee's right to require full and complete cure of any existing default for which such actions by Mortgagee were taken or its right to require prompt payment when due of all other remaining sums due under the obligations, nor will it cure or waive any default not completely cured or any other defaults, or operate as a defense to any foreclosure proceedings or deprive Mortgagee of any rights, remedies and privileges of Mortgagee under the Note, this Mortgage, other loan documents, the law or equity.
 - C. Amendment. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Mortgagee.
 - D. Governing Law. This Mortgage shall be governed by the Laws of the State of Illinois, provided that such laws are not otherwise pre-empted by federal laws and regulations.
 - E. Forum and Venue. In the event of litigation pertaining to the Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in writing by Mortgagee.
 - F. Successors. This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
 - G. Number and Gender. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
 - H. Paragraph Headings. The headings at the beginning of each paragraph, and each sub-paragraph, in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage or any part thereof.
 - I. If Held Unenforceable. If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.
 - J. Leases. Mortgagor shall deliver to Mortgagee all original leases which Mortgagee may at any time request, with proper assignment thereof; and neither to procure, permit nor accept any prepayment of any rent nor to release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid without Mortgagee's prior written consent.

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- K. Extensions. If the time for the payment of the debt, or any part thereof, be extended, Mortgagor and all persons now or at any time hereafter liable for the payment of the debt, or interested in said property, shall be held to assent to such extension, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee notwithstanding the extension.
- L. Notices. Any notice to Mortgagor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property address or any other address Mortgagor designates by notice to Mortgagee. Any notice to Mortgagee shall be given by first class mail to Mortgagee at: 2 Glenwood Avenue, Ross, CA 94957 or any other address Mortgagee designates by notice to Mortgagor. Any notice provided for in this Security Instrument shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this Paragraph.

2. Junior Mortgage: This Mortgage is a junior mortgage and is subordinate to the lien of a mortgage and any other security interests executed by Mortgagor to Northern Trust Co. in the principal sum of \$726,000.00 dated January 23, 2002 and recorded June 18, 2002 as Document No. 0020679041, as amended.

Jane B. Doepke Trust Dated November 3, 1999

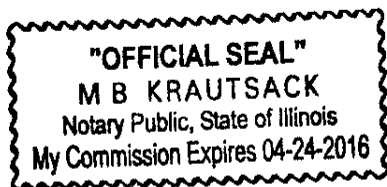
By: *Jane B. Doepke*
Jane B. Doepke, Trustee

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 Jane B. Doepke as Trustee of the Jane B. Doepke Trust dated November 3, 1999 appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument, for the uses and purposes therein set forth.

Given under my hand and seal this 4th day of November, 2015.

M B Krautsack
Notary Public



UNOFFICIAL COPY**NOTE**

US \$460,000.00 Glenview, Illinois

November 4, 2015

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay ELIZABETH D. MCDERMOTT, or order, the principal sum of Four Hundred Sixty Thousand Dollars and No/100 (\$460,000.00), with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of three and 25/100th percent (3.25%) per annum. Principal and interest shall be payable at 2 Glenwood Avenue, Ross, California 94957, or such other place as the Note holder may designate, with the entire indebtedness, if not sooner paid, due and payable on December 1, 2015.

In the event suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fee

Borrower may prepay the principal amount outstanding in whole or in part. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date herein.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a junior mortgage on the property commonly known as 1234 Spruce Drive, Glenview, IL 60025.

Jane B. Doepke Trust Dated November 3, 1999

By: Jane B. Doepke
Jane B. Doepke, Trustee

1234 Spruce Drive
Glenview, IL 60025