

# UNOFFICIAL COPY

3 6 2 5 9 2 1 7 86259217

## M O R T G A G E

THIS MORTGAGE is made this 24th day of June,  
19 86, between the Mortgagor, The First National Bank of Des Plaines  
as trustee under the provisions\*(herein "Borrower"), and the  
Mortgagee, Robert A. Schwermer,

Attorney at Law, whose address is 30 North LaSalle-Suite  
2700 Chicago, Illinois 60602 Attn: Kenneth E. North  
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal  
sum of \$ 5,000.00, which indebtedness is  
evidenced by Borrower's note dated June 24, 1986  
and extensions and renewals thereof (herein "Note"), providing  
for monthly installments of principal and interest, with the  
balance of the indebtedness, if not sooner paid, due and  
payable on June 24, 1987;

TO SECURE to Lender the repayment of the indebtedness  
evidenced by the Note, with interest thereon; the payment of  
all other sums, with the interest thereon, advanced in  
accordance herewith to protect the security of this Mortgage;  
and the performance of the covenants and agreements of  
Borrower herein contained, Borrower does hereby mortgage,  
grant, convey and warrant to Lender the following described  
property located in the County of Cook, State  
of Illinois, hereby releasing and waiving all rights under and  
by virtue of the homestead exemption laws of this State:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

\*of a certain trust agreement dated the 13th day of July 1979 and known  
as trust no. 95372722

Permanent Real Estate Tax Numbers:

04-21-103-017-1065

THIS INSTRUMENT PREPARED BY:

SOLOMON, ROSENFELD, ELLIOTT & STIEFEL, LTD.  
30 North LaSalle Street, Suite 2700  
Chicago, Illinois 60602  
attn: Kenneth E. North

86259217

# UNOFFICIAL COPY

00000000

00000000

00000000

00000000

00000000

00000000

00000000

00000000

00000000

00000000

00000000

00000000

00000000

00000000

00000000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

8 6 2 5 9 2 1 7

which has the address of 2583 Brian Drive/Unit# 106 Northbrook,  
(Street) (City)  
Illinois 60062 (herein "Property Address");  
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leased estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Payment of Taxes. The Borrower shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Property or any part thereof, without any deduction or abatement, when due and shall produce to the Lender upon its request receipts for the payment thereof in full.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note or this Mortgage may be applied by Lender first in payment of any amounts payable by Borrower under paragraphs 2 and 5 hereof, and shall then be applied to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including .

# UNOFFICIAL COPY

Approved by the Board of Supervisors of Cook County, Illinois, on [illegible] at [illegible] 19[illegible].

Attest: [illegible] Clerk of Cook County, Illinois.

[The following text is extremely faint and largely illegible due to the quality of the scan. It appears to be the main body of a legal document, possibly a resolution or ordinance, containing several paragraphs of text.]

4000000000

Property of Cook County Clerk's Office

Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The Borrower will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to the Lender at its request evidence of payment thereof.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants

86259217

# UNOFFICIAL COPY

Received of [Name] the sum of [Amount] Dollars for [Purpose]

This receipt is given in full satisfaction of the [Account/Debt]

Witness my hand and the seal of this office this [Date] day of [Month] 19[Year]

Property of Cook County Clerk's Office

Attest: [Signature]

Property of Cook County Clerk's Office

APR 22 1913

# UNOFFICIAL COPY

8 6 2 5 9 2 1 7

creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against

86259217



# UNOFFICIAL COPY

The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

PROPERTY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

8 6 2 5 9 2 1 7

such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and

86259217

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

Property of Cook County Clerk's Office

48522973

# UNOFFICIAL COPY

8 6 2 5 9 2 1 7

the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of Property. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

17. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Note, including the covenants to pay when due any sums secured by this Mortgage or payable pursuant to the Note, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding.

# UNOFFICIAL COPY

Attest before me this 1st day of January, 1900, I, the undersigned, a Notary Public in and for the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the said Notary Public.

Witness my hand and the seal of my office at Chicago, Illinois, this 1st day of January, 1900.

Notary Public in and for the State of Illinois  
My Commission Expires the 1st day of January, 1901

Attest before me this 1st day of January, 1900, I, the undersigned, a Notary Public in and for the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the said Notary Public.

Notary Public in and for the State of Illinois  
My Commission Expires the 1st day of January, 1901

Attest before me this 1st day of January, 1900, I, the undersigned, a Notary Public in and for the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the said Notary Public.

Notary Public in and for the State of Illinois  
My Commission Expires the 1st day of January, 1901

Property of Cook County Clerk's Office

51888888

# UNOFFICIAL COPY

8 6 2 5 9 2 1 7

Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

21. No Merger. If the Lender acquires an additional or other interests in the Property then, unless a contrary intent is manifested by the Lender as evidenced by an express statement to that effect in an appropriate recorded document, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

22. Execution by Trustee. If this Mortgage is executed by a Borrower which is a trustee, then this Mortgage is executed by the Borrower not personally but as trustee in the exercise of the power and authority conferred upon and vested in it as trustee (and the Borrower hereby warrants that it

86259217

# UNOFFICIAL COPY

The following information is provided for informational purposes only and should not be used for legal or financial purposes. It is intended to provide a general overview of the current status of the project and is subject to change without notice.

The project is currently in the planning phase and is expected to be completed by the end of the year. The following table provides a summary of the project's progress to date.

The project has made significant progress in the areas of research and development. The following table provides a summary of the project's progress to date.

The project is currently in the testing phase and is expected to be completed by the end of the year. The following table provides a summary of the project's progress to date.

The project is currently in the implementation phase and is expected to be completed by the end of the year. The following table provides a summary of the project's progress to date.

The project is currently in the evaluation phase and is expected to be completed by the end of the year. The following table provides a summary of the project's progress to date.

The project is currently in the final review phase and is expected to be completed by the end of the year. The following table provides a summary of the project's progress to date.

4022215

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

8 6 2 5 9 2 1 7

possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note shall be construed as creating any liability on or of the trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereinafter, or to perform any covenant either express or implied herein, all such liability, if any, being expressly disclaimed and waived by the trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee personally is concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of the guarantor, if any.

REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

Asst.

Coleman S. Hutchins  
Vice President & Trust Officer

The First National Bank of Des Plaines,  
as trustee under the provisions of a  
certain trust agreement dated the 13th  
day of July 1979 and known as trust  
no. 95372722

By *[Signature]* ASST. VICE PRESIDENT  
AND TRUST OFFICER

86259217



# UNOFFICIAL COPY

Faint, illegible text, likely bleed-through from the reverse side of the page.

Property of Cook County Clerk's Office



PROPERTY

Faint text at the bottom of the page, possibly a signature or official statement.

# UNOFFICIAL COPY

8 6 2 5 9 2 1 7

## ACKNOWLEDGEMENT BY INDIVIDUAL

State of Illinois )  
 ) SS  
 County of )

The foregoing instrument was acknowledged before me this  
 \_\_\_ day of \_\_\_\_\_, 19\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public \_\_\_\_\_ County

My commission expires:  
 \_\_\_\_\_

## ACKNOWLEDGEMENT BY CORPORATION OR BANK

State of Illinois )  
 ) SS  
 County of Cook )

The foregoing instrument was acknowledged before me this  
24th day of June, 1986, by Jay D. Smith,  
 acting in the capacity of Assistant President on behalf  
 of First National Bank of Chicago, a corporation/Bank.

Donna [Signature]  
 Notary Public \_\_\_\_\_ County

My commission expires:  
 \_\_\_\_\_

## ACKNOWLEDGEMENT BY PARTNERSHIP

State of Illinois )  
 ) SS  
 County of )

The foregoing instrument was acknowledged before me this  
 \_\_\_ day of \_\_\_\_\_, 19\_\_\_, by \_\_\_\_\_,  
 acting in the capacity of \_\_\_\_\_, on behalf of  
 \_\_\_\_\_, a partnership.

\_\_\_\_\_  
 Notary Public

\_\_\_\_\_ County

My commission expires:  
 \_\_\_\_\_

86259217

# UNOFFICIAL COPY

1/20/2018 10:11:11 AM

Account No. 00000000000000000000

Account No. 00000000000000000000

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

1/20/2018 10:11:11 AM

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

8 6 2 5 9 2 1 7

## LEGAL DESCRIPTION

UNIT NO. 106 IN COBBLEWOOD CONDOMINIUM AS DELINEATED ON SURVEY OF PARTS THEREOF IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 50 FEET AND THE SOUTH 492.08 FEET THEREOF) OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY M. J. MILES CONSTRUCTION COMPANY RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22747624 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.

Address of Property: 2583 Brian Drive/Unit #106  
Northbrook, Illinois 60062

DEPT-01 RECORDING \$19.30  
T#3333 TRAN 6564 06/24/86 16:31:00  
#0880 # A \*-86-259217  
COOK COUNTY RECORDER

86259217

86259217

19.00

1986 JUN 24 16:31

30

# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY

THE STATE OF ILLINOIS  
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires \_\_\_\_\_.

Property of Cook County Clerk's Office

Notary Public in and for the State of Illinois  
My Commission Expires \_\_\_\_\_

COOK COUNTY CLERK  
111 N. MADISON ST.  
CHICAGO, ILL. 60602

Return - Solomon, Rosefeldt & Associates  
70 N. LaSalle, Suite 2700  
Chicago, Ill. 60602

Attest: Kenneth [Signature]  
Notary Public

