

APPLICATION NO. 372-917
DOCUMENT NO. 3607680-F

UNOFFICIAL COPY

VOLUME 2916-1 PAGE 22
CERTIFICATE NO. 1490562
OWNER RICHARD HINKES AND SPOUSE

28:

OCT 24 1991

CERTIFICATE OF TITLE

DEPT-11 RECORD-1

\$25.00

93672088

Date Of First Registration

T45555 TRAN 9475 08/25/93 11:34:00

NOVEMBER THIRTIETH (30th), 1910

42658 4 * - 93 - 672088

APRIL TWENTIETH (20th), 1911

COOK COUNTY RECORDER

TRANSFERRED FROM CERTIFICATE NO. 1536030

STATE OF ILLINOIS }
COOK COUNTY }

I Carol Moseley Braun Registrar of Titles in and for said County, in the State aforesaid, do hereby certify that

RICHARD HINKES AND LORRAINE HINKES
(Married to each other)
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

of the CITY OF CHICAGO County of COOK and State of ILLINOIS

ARE the owners of an estate in fee simple, in the following described

Property situated in the County of Cook and State of Illinois, and Described as Items 1 and 2 as Follows:

DESCRIPTION OF PROPERTY

ITEM 1.

UNIT 1760-1 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 10th day of October, 1985 (a Document Number 3468377)

ITEM 2.

An Undivided 2.387% Interest (except the Units delineated and described in said survey) in and to the following Described Premises:

LOT TWO (2) in Arlington Commons, being a Resubdivision of part of Lot 5 in the Subdivision of Joseph A. Barnes' Farm, in Sections 9, 15 and 16, Township #1 North, Range 11, East of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point in the Westerly line of Lot 5, aforesaid, 358.40 feet Southwesterly of (as measured along said Westerly line which bears South 33° 00' 00" West), the Northwest corner thereof; thence South 77° 25' 29" East, parallel with the North line of said Lot, 349.91 feet to the center line of Arlington Heights Road; thence South 03° 22' 20" West, along said center line, 391.75 feet; thence North 77° 25' 29" West, parallel with the North line of Lot 5, aforesaid, 356.37 feet to a point in the Westerly line thereof; thence North 33° 00' 00" East, along said Westerly line, 412.65 feet to the point of beginning, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, on June 8, 1983 as Document Number 3311732.

R78-1366

93672088

1760 S Arlington Hights Rd
Arlington Hights
60005
08-09-400-070-1025
Box 169

Subject to the Estates, Easements, Incumbrances and Charges noted on the following memorials page of this Certificate.

Witness My hand and Official Seal

this THIRD (3rd) day of JUNE A. D. 1987

Carol Moseley Braun

Registrar of Titles Cook County Illinois

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PAID 1/18/04

Property of Cook County Clerk's Office

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OF ESTATES, EASEMENTS, INCUMBRANCES AND CHARGES ON THE PROPERTY.

DOCUMENT NO.	NATURE AND TERMS OF DOCUMENT	DATE OF DOCUMENT	DATE OF REGISTRATION YEAR-MONTH-DAY-HOUR	SIGNATURE OF REGI
298150-87	<p><u>General Taxes for the year 1986.1st installment Paid.2nd installment Not Paid.</u> <u>Subject to General Taxes levied in the year 1987.</u> Subject to public utility and drainage easements contained on Plat registered as Document Number 3311732, in favor of Commonwealth Edison Company, Illinois Bell Telephone Company and Northern Illinois Gas Company, their respective successors and assigns, for serving foregoing premises and other property with electric, communications, gas and cable services, etc., as herein reserved and granted. For particulars see Document.</p>			<i>Carol Mackay Brown</i> <i>Carol Mackay B.</i>
In Duplicate	<p><u>Estoppel Agreement by and between LaSalle National Bank, as Trustee under Trust Number 100077 and LaSalle National Bank, as Trustee under Trust Number 105171 (Owners) and The Village of Arlington Heights, a Municipal Corporation, wherein Owners desire to subdivide and occupy foregoing premises and other property without immediate purchase of certain public improvements and the Village of Arlington Heights is willing to permit the subdivision provided that certain public improvements will be guaranteed for future installation in the manner herein set forth; said agreement shall be a covenant running with the land, etc. For particulars see Document.</u></p>	Feb. 23, 1983	June 8, 1983 2:11PM	<i>Carol Mackay Brown</i>
3311733	<p><u>Joint Utility Maintenance Agreement by LaSalle National Bank, as Trustee under Trust Number 100077 (Owners) agreeing that Owners, their successors and assigns, shall maintain all sanitary sewers, storm sewers, water mains, utilities, storm water detention basin, etc., on foregoing premises described on Attachment A attached hereto as herein set forth, etc. For particulars see Document.</u></p>	Feb. 23, 1983	June 8, 1983 2:12PM	<i>Carol Mackay Brown</i>
In Duplicate				
3311734	<p><u>Original Contractor's Claim for Lien by Lawrence J. Starkman, d/b/a L. Starkman & Associates against James Schmidt, d/b/a Pennington Construction Co., a Corporation, et al., filed in the Office of the Registrar of Titles of Cook County, Illinois, to estimate the fair market value of the property in the amount of \$400.00, with interest. For particulars see Document. (Legal Description Rider attached). (Affects foregoing premises and other property).</u></p>	Feb. 23, 1983	June 8, 1983 2:12PM	<i>Carol Mackay Brown</i>
3315395	<p><u>Grant in favor of Commonwealth Edison Company, an Illinois Corporation and Illinois Bell Telephone Company, an Illinois Corporation, their respective successors and assigns, of utility easements, etc., over part of foregoing premises, more particularly described on Exhibit A attached hereto and made a part hereof. For particulars see Document.</u></p>		June 28, 1983 4:30PM	<i>Carol Mackay Brown</i>
In Duplicate				
3326636	<p><u>Subcontractor's Notice and Claim for Lien by Arroyo Road Construction Co., a Delaware Corporation, against Glander Paving Company (Contractor) and LaSalle National Bank, as Trustee under Trust Numbers 100077 and 105171 (Owners) filed in the Office of the Registrar of Titles of Cook County, Illinois, to furnish asphalt paving materials, etc., in the amount of \$4,007.08 with interest. For particulars see Document. (Affects foregoing premises and other property).</u></p>	Aug. 2, 1983	Aug. 30, 1983 9:38AM	<i>Carol Mackay Brown</i>
In Duplicate				
3350368	<p><u>Claim for Lien by Rand Construction Co., Inc., against Arlington Commons Development Corporation and LaSalle National Bank, as Trustee under Trust Numbers 105171 and 100077 filed in the Office of the Registrar of Titles of Cook County, Illinois, to furnish labor and materials, etc. in the amount of \$5,080.00 with interest. For particulars see Document. (Legal Description Rider attached). (Affects foregoing premises and other property).</u></p>		Jan. 12, 1984 2:09PM	<i>Carol Mackay Brown</i>
3353889	<p><u>Grant of Easement by LaSalle National Bank, as Trustee under Trust Number 105171 (Grantor and Owner of Parcel A described herein) wherein Grantor grants to LaSalle National Bank, as Trustee under Trust Number 100077, (Grantee and Owner of Parcel B described herein) their respective present and future successors, assignees, sub-tenants, concessionaires, invitees, agents, servants, employees and customers, a perpetual non-exclusive easement running with the land, for the benefit of Grantor and Grantee, over Parcel A, for ingress, egress and pedestrian and vehicular traffic in, on, over and across all parking areas, drives, walking areas, walkways, entrances and exits in Parcel A, etc. For particulars see Document. (Parcel A attached). (Affects foregoing premises and other property).</u></p>		Mar. 7, 1984 3:24PM	<i>Carol Mackay Brown</i>
In Duplicate				
3392948	<p><u>Declaration of Condominium Ownership by LaSalle National Bank, a national banking association, as Trustee under Trust Number 109612, for Park Place Condominium and the rights, easements, restrictions, agreements, reservations, covenants and By-Laws therein contained; also provides for parking and storage. For particulars see Document. (Exhibits A, B, C, D and E attached).</u></p>	Aug. 10, 1984	Sept. 7, 1984 12:21PM	<i>Carol Mackay Brown</i>
In Duplicate				
3468377	<p><u>Second Amendment to Declaration by LaSalle National Bank, a national banking association, as Trustee under Trust Number 109612, adding additional property described herein to Declaration registered as Document Number 3468377 as herein set forth. For particulars see Document. (Exhibits A-2, B, C, D and E attached).</u></p>	Sept. 12, 1985	Oct. 10, 1985 10:42AM	<i>Carol Mackay Brown</i>
In Duplicate				
3598493		Feb. 20, 1987	Mar. 12, 1987 11:00AM	

FORWARD TO RIDER

03672088

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Property of Cook County Clerk's Office



OF ESTATES, EASEMENTS, INCUMBRANCES AND CHARGES ON THE LAND

DOCUMENT NO. NATURE AND TERMS OF DOCUMENT DATE OF DOCUMENT DATE OF REGISTRATION YEAR-MONTH-DAY-HOUR SIGNATURE

3622810

Third and Final Amendment to Declaration by LaSalle National Bank, a national banking association, as Trustee under Trust Number 109412, adding additional property described herein to Declaration registered as Document Number 3468377 and amending said Declaration as herein set forth. For particulars see Document. (Exhibits A-J, B, C, D and E attached).

May 11, 1987

June 3, 1987 3:48PM

Carol M...

Property of Cook County Clerk's Office

936172088

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Equity Money Service

93672089

BANK ONE

Revolving Credit Mortgage

This Mortgage is made this 7th day of AUGUST, 19 93 between the Mortgagor RICHARD J. HINKES, AKA RICHARD HINKES AND LORRAINE HINKES, HIS WIFE, AS JOINT TENANTS

and the Mortgagee BANK ONE, CHICAGO, NA ("Mortgagee") whose address is P.O. BOX 7070 ROSEMONT IL 60018-7070
(Street) (City) (State) (Zip Code)

Mortgagor or Mortgagor's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated _____ as the same may be modified or extended and/or renewed from time to time ("Agreement") which provides among other things that Mortgagee under certain conditions will make loan advances from time to time to Mortgagor or Mortgagor's beneficiary (if applicable) until the last business day of the 120th full calendar month following the date of the Agreement.

This Mortgage is given to secure the outstanding and unpaid obligatory loan advances made or to be made pursuant to the Agreement from time to time, made after this Mortgage is recorded with the Recorder of Deeds of the County in which the real property described below is located or advanced in accordance herewith to protect the security of this Mortgage or permitted to be advanced in conformity with the Illinois Mortgage Foreclosure Agreement. The maximum amount available under the Agreement, exclusive of interest thereon and permitted or obligatory advances mentioned above, which may be outstanding at any time and which is secured hereby shall not at any time exceed \$ 75,000.00.

In order to secure the repayment of the outstanding and unpaid indebtedness advanced from time to time under the Agreement and any and all extensions and/or renewals of same, with interest thereon as provided in the Agreement, the payment of all other sums, with interest thereon, advanced with respect to the Property (as hereinafter defined) for the payment of prior liens, taxes, assessments, insurance premiums or costs incurred for protection of the Property and the performance of the covenants and agreements of Mortgagor contained herein and of the Mortgagor or beneficiary of Mortgagor (if applicable) in the Agreement and in consideration of the advances made either contemporaneously herewith or to be made in the future,

Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real property located in the County of COOK, State of ILLINOIS and described as follows:

LEGAL DESCRIPTION:

UNIT 1760-1 IN PARK PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOT 2 IN ARLINGTON COMMONS, BEING A RESUBDIVISION OF THAT PART OF LOT 5 IN THE SUBDIVISION OF JOSEPH A. BARNES FARM IN SECTIONS 9, 15, AND 16 IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED ON JUNE 8, 1983 AS DOCUMENT LR3311732, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM FILED AS DOCUMENT LR3468377, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND AMENDED BY DOC. // 95 98495.

Common Address: 1760 S. ARLINGTON HEIGHTS ROAD, ARLINGTON HEIGHTS, IL 60005

Property Tax No.: 08-09-400-070-1025

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereafter erected on the real property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all fixtures now or hereafter attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property"

Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagor will defend generally the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zoning restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by _____

NA, recorded with the Recorder of Deeds NA
County NA as Document No. NA ("prior mortgages").

Mortgagor further covenants:

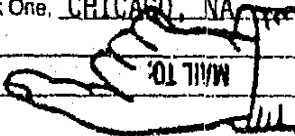
1. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor to perform such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable) for all sums so paid by it for the Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided; it being specifically understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of this Mortgage.
2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be committed waste upon said Property.

This instrument prepared by and to be returned to Bank One, CHICAGO, NA
Address: P.O. BOX 7070
ROSEMONT, IL 60018-7070
ATTN: LOAN OPERATIONS

RECEIVED BY BANK ONE AT 8-13-93

93672089

23.50



UNOFFICIAL COPY

3. To keep the Property insured against loss or damage by fire and windstorm and such other hazards as Mortgagee requires for the benefit of Mortgagee and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness encumbering said Property with insurance companies acceptable to Mortgagee, and to deposit the policies of insurance with Mortgagee if requested by Mortgagee. Mortgagee is hereby authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, endorse checks and drafts issued therefor, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due, or to permit the uses of the same for the purpose of rebuilding or repairing the damaged Property.

4. To pay all taxes and assessments against said Property as the same shall become due and payable or, at the request of the Mortgagee, to pay to Mortgagee on each installment date a sum equal to the sum of one-twelfth (1/12) of the taxes and assessments for the fiscal period for which taxes and assessments are next due and payable, as estimated by Mortgagee. Said deposits shall be without interest paid by the Mortgagee (unless required by law) and the taxes and assessments shall be paid therefrom as they become due and payable to the extent that the deposits are sufficient therefor. Mortgagee assumes no responsibility for the validity of any tax or assessments.

In the event such deposits exceed the amount required for the payment of taxes and assessments, the Mortgagee may apply a part or all of such excess at such time as it may elect to the principal of indebtedness secured hereby. If such deposits are less than the amount required for the payment of taxes and assessments, Mortgagee shall, on demand, pay such deficiency.

If all or any part of the Property or an interest therein (including beneficial interest in the land trust, if applicable) is sold, assigned, transferred or further encumbered by Mortgagor or its beneficiary (including modification or amendment of the prior mortgage to increase the indebtedness thereby secured) without Mortgagee's prior written consent, or the Property is no longer the principal residence of Mortgagor or its beneficiary (if applicable) Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable.

Upon Mortgagor's (or Mortgagor's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage or as set forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgagor (and Mortgagor's beneficiary, if applicable) specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and foreclosure by judicial proceeding and sale of the Property. If the breach is not cured on or before the date specified in the notice, Mortgagee at Mortgagee'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 proceedings.

Any forbearance by Mortgagee 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 by Mortgagee.

This Mortgage shall be governed by the law of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 17, Sections 6405, 6406 and 6407; and 312.2. In the event that any provisions or clause of this Mortgage, or Agreement conflicts with then applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without conflicting provision, and to this end the provisions of the Mortgage and Agreement are declared to be severable.

Mortgagor shall be liable to Mortgagee for all legal costs, including but not limited to reasonable attorney fees and costs and charges of any sale in any action to enforce any of Mortgagee's rights hereunder whether or not such action proceeds to judgement. Said costs shall be included in the indebtedness secured hereby and become a lien on the Property.

Mortgagor (and the beneficiary of Mortgagor, if applicable) hereby waives all right of homestead exemption in the Property.

Each of the covenants and agreements herein shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's beneficiary (if applicable), and Mortgagee.

In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is executed by Mortgagor, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagor personally to pay any and all obligations due under or pursuant to the Agreement or Mortgage, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, 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 Mortgagor is personally concerned, Mortgagee, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security given at any time to secure the payment thereof.

LAND TRUST:

INDIVIDUALS:

_____ not personally but
as Trustee under Trust Agreement dated _____
_____ and known as Trust Number _____

Richard Hinkes
RICHARD HINKES AKA RICHARD J. HINKES
Lorraine Hinkes
LORRAINE HINKES

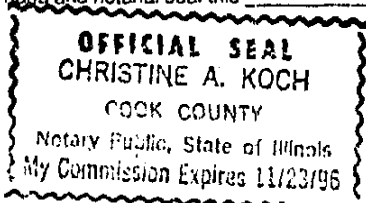
BY: _____
its: _____

DEPT-11 RECORD-T \$23.50
T#5535 TRAN 9475 08/25/93 11:34:00
#2659 # *-93-672089
COOK COUNTY RECORDER

County of COOK
State of Illinois

Christine Koch
I, AKA RICHARD J. HINKES, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT RICHARD HINKES AND LORRAINE HINKES, HIS WIFE, AS JOINT TENANTS personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this _____ day of _____ 19 93



Christine Koch
Notary Public
Commission Expires: 11/23/96

93672089