

RE-RECORD LEGAL ATTACHED

1161/0389 04 001 Page 1 of 4  
1999-03-15 12:21:49  
Cook County Recorder 27.00-



**The First National Bank  
Of Chicago**  
**Mortgage - Installment Loan or  
Line of Credit  
(Illinois Only)**

99852780  
7560/0194 81 001 Page 1 of 6  
1999-09-08 15:05:43  
Cook County Recorder 31.00

Loan Number: 111620658041

This Mortgage is made on January 19, 1999, between the Mortgagor(s)  
THOMAS P. MCNULTY AND TIERNEY A. MCNULTY, AKA TIERNEY A. DANEHY, HUSBAND AND WIFE

whose address is 955 SHERIDAN RD GLENCOE, IL 600221360 and the Mortgagee  
The First National Bank Of Chicago whose address is  
One First National Plaza  
Chicago, Il 60670

**(A) Definitions.**

- (1) The words "borrower," "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
- (2) The words "we," "us," "our" and "Bank" mean the Mortgagee and its successors or assigns.
- (3) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

**(B) Amount Owed, Maturity, Security**

If you signed the agreement described in this paragraph, you owe the Bank the aggregate amounts of all loans and disbursements made by the Bank to you pursuant to a Home Equity Line Agreement or Mini Equity Line Agreement ("Agreement") dated January 19, 1999, which is incorporated herein by reference, up to a maximum principal sum of \$150,000.00, plus interest thereon, and any disbursements made to you or on your behalf by the Bank for the payment of taxes, special assessments or insurance on the real property described below with interest on such disbursements.

Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced by your Agreement. As security for all amounts due to us under your Agreement, including all future advances made within 20 years from the date hereof, all of which future advances shall have the same priority as the original loan, and all extensions, amendments, renewals or modifications of your Agreement (all of the foregoing not to exceed twice the maximum principal sum stated above), you convey, mortgage and warrant to us, subject to liens of record as of the date hereof, the Property located in the \_\_\_\_\_ of Glencoe, Cook County, Illinois as described below:

RE: T1 # 100830 **BOX 169**

RE-RECORD LEGAL ATTACHED

99552780

SEE LEGAL ATTACHED

Permanent Index No. 05-06-201-087, 05-06-2

Property Address: 955 SHERIDAN RD GLENCOE, IL 600221360

**(C) Borrower's Promises.** You promise to:

- (1) Pay all amounts when due under your Agreement, including interest, and to perform all duties of the Agreement and/or this Mortgage. (A Mortgagor who has not signed the Agreement has no duty to pay amounts owed under the Agreement.)
- (2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in that Agreement.
- (3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (5) Keep the Property insured with an insurance carrier acceptable to us against loss or damage caused by (a) fire or other hazards and (b) flood, if the Property is located in a specially designated flood hazard area. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of your loan or line. You must deliver a copy of the policy to us at our request. If you do not obtain insurance or pay the premiums, we may purchase insurance for the Property. You will be responsible for the costs of such insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. At our option, insurance proceeds received by us may be applied to the balance of the loan or line, whether or not due, or to the rebuilding of the property.

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- (D) **Hazardous Substances.** You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.
- (E) **Default.** If you do not keep the promises you made in this Mortgage or in any prior existing mortgage or you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement including, but not limited to, those stated in the default, remedies on default, and/or reducing the credit limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorneys' fees and then to the amount you owe us under your Agreement. After default, you agree to pay all of our fees incurred in preparing for or filing a foreclosure complaint, including attorneys' fees, receiver's fees and court costs and all other costs of collection.
- (F) **Due on Sale.** If you sell or transfer all or any part of the Property (or if Mortgagor is a land trust, you accept any assignment of the beneficial interest) without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.
- (G) **Eminent Domain.** Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the Agreement until any award or payment shall have been actually received by you. By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.
- (H) **Waiver of Homestead.** You waive all right of homestead exemption in the Property.
- (I) **Other Terms.** We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect.

X Borrower: THOMAS P. MCNULTY

X Borrower: TIERNEY A. DANEHY

99247702

Property of Cook County Clerk's Office

STATE OF ILLINOIS  
COUNTY OF Cook

I, the UNDERSIGNED, a notary public in and for the above county and state, certify that THOMAS P. MCNULTY AND TIERNEY A. MCNULTY, AKA TIERNEY A. DANEHY, HUSBAND AND WIFE

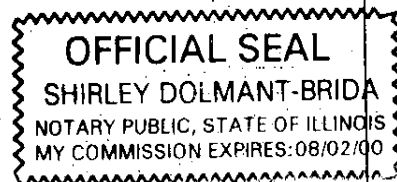
personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth.

Subscribed and sworn to before me this 28th day of JANUARY 1999

X Shirley Dolmant-Brida  
Notary Public, COOK County, Illinois

Drafted by:  
MEG KREPEL/ N.RATCHFORD  
Mail Suite 2028  
Chicago, IL 60670-2028

My Commission Expires:  
When recorded, return to:  
**Retail Loan Operations**  
1 North Dearborn-17th Floor  
Mail Suite 0203  
Chicago, IL 60670-0203



# UNOFFICIAL COPY

STREET ADDRESS: 955 SHERIDAN RD

CITY: GLENCOE

COUNTY: COOK

TAX NUMBER: 05-06-201-008-0000

99852780

## LEGAL DESCRIPTION:

### PARCEL 1:

THAT PART OF LOT 3 IN BORN'S SUBDIVISION OF LOT "C" (EXCEPT THOSE PARTS DEDICATED FOR HIGHWAY) IN SUBDIVISION OF LOTS 1 TO 4 AND THE NORTH 24.7 FEET OF LOT 7 AND PARTS OF LOTS 5 AND 6 IN OWNER'S SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 24.7 FEET OF THE EAST 320.25 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 6 (SAID LOT "C" BEING IDENTICAL WITH TRACT CONVEYED BY JOSIE H. AND FRANK C. LOGAN TO MOSES BORN BY DOCUMENT 5778227) DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 3, THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY LINE OF LOT 3, A DISTANCE OF 38 FEET; THENCE SOUTHWESTERLY PARALLEL TO AND 38 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY BOUNDARY LINE OF LOT 3 TO SHERIDAN ROAD; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SHERIDAN ROAD, 41.73 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF SAID LOT 3, THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF LOT 3, 164.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE PLAT OF BORN'S SUBDIVISION AFORESAID, RECORDED MAY 23, 1934 AS DOCUMENT 11402928, AND BY THE PLAT OF SPIEGEL'S RESUBDIVISION OF PORTIONS OF LOTS 2 AND 4 IN BORN'S SUBDIVISION, WHICH PLAT OF RESUBDIVISION WAS RECORDED OCTOBER 9, 1953 AS DOCUMENT 15741023, FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND; THAT PART OF LOT 1 IN SAID SPIEGEL'S RESUBDIVISION, (BEING ALSO PART OF LOT 2 IN SAID BORN'S SUBDIVISION), DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERNMOST CORNER OF SAID LOT 1 (SAID POINT BEING ALSO THE SOUTHERNMOST CORNER OF PARCEL 1, AFORESAID), RUNNING THENCE NORTHEASTERLY ALONG THE BOUNDARY BETWEEN SAID LOT 1 AND PARCEL 1 AFORESAID, A DISTANCE OF 124.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SAID BOUNDARY, A DISTANCE OF 40 FEET TO ANOTHER CORNER OF SAID LOT 1 (SAID POINT BEING ALSO THE MOST EASTERNMOST CORNER OF PARCEL 1 AFORESAID); THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 48.82 FEET TO ANOTHER CORNER OF SAID LOT 1 (SAID CORNER BEING 144.28 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SHERIDAN ROAD, AS MEASURED ALONG THAT SOUTHEASTERLY LINE OF SAID LOT 1 WHICH LIES 48.82 FEET SOUTHEASTERLY OF AND PARALLEL WITH AFORESAID BOUNDARY BETWEEN LOT 1 AND PARCEL 1); THENCE SOUTHWESTERLY ALONG A SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 40 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 48.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE PLAT OF BORN'S SUBDIVISION AFORESAID, RECORDED MAY 23, 1934 AS DOCUMENT 11402928, FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 4 IS SAID BORN'S SUBDIVISION DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT (SAID CORNER BEING AN ARC DISTANCE OF 49.60 FEET SOUTHEASTERLY OF THE MOST SOUTHERLY CORNER OF PARCEL 1, AS MEASURED ALONG THE NORTHEASTERLY LINE OF SHERIDAN ROAD), AND RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 144.28 FEET TO ANOTHER CORNER OF SAID LOT; THENCE SOUTHERLY AT THE RIGHT ANGLES, 16 FEET; THENCE WESTERLY PARALLEL TO AND 16 FEET SOUTHERLY FROM THE FIRST MENTIONED LINE TO THE EASTERLY LINE OF SHERIDAN ROAD; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SHERIDAN ROAD TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

THE SOUTHWESTERLY PORTION OF LOT 1 WHICH IS 48.82 FEET IN WIDTH AND ITS SOUTHEASTERLY LINE IS