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Cook County Recorder 39.50



00503606

JUNIOR

MORTGAGE (ILLINOIS)

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THIS AGREEMENT, made JUNE 19,

2000, between Paul J. Robertz and Regina

Robertz, husband and wife,

5512 South Everett, Unit 1, Chicago, IL 60637
(No. and Street) (City) (State) (Zip Code)

herein referred to as "Mortgagors", and William

Robertz and Marilyn J. Robertz, husband and wife,

524 Capitol Drive, St. Peter, MN 56082
(No. and Street) (City) (State) (Zip Code)

herein referred to as "Mortgagee", witnesseth:

Above Space for Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of FORTY-EIGHT THOUSAND, TWO HUNDRED AND 00/100 DOLLARS (\$48,200.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 31st day of August, 2015, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 524 Capitol Drive, St. Peter, MN 56082.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF COOK, IN THE STATE OF ILLINOIS, to wit:

UNIT NUMBER 5512-1 AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): LOT 20 IN BLOCK 2 IN EAST END SUBDIVISION IN SECTION 12 AND 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND AN

EASEMENT FOR THE BENEFIT OF LOT 20, PURSUANT TO DECREE ENTERED MAY 15, 1962, IN CIRCUIT COURT OF COOK COUNTY, CASE NUMBER 62C2250 FOR INGRESS AND EGRESS OVER THE SOUTH 4 FEET OF LOT 21 IN BLOCK 2 IN EAST END SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1972 AS DOCUMENT 21861930, WHICH SURVEY IS ATTACHED AS EXHIBIT TO DECLARATION MADE BY MICHIGAN AVENUE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 1921 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 21861930 TOGETHER WITH AN 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.)

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 20-13-102-025-1001

Address(es) of Real Estate: 5512 South Everett, Unit 1, Chicago, IL 60637

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

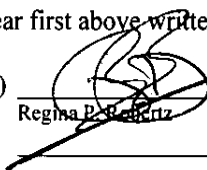
The name of a record owner is: _____

This mortgage consists of six pages. The covenants, conditions and provisions appearing on pages 4, 5 and 6 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand(s) and seal(s) of Mortgagors the day and year first above written.


Paul J. Robertz

(SEAL)


Regina P. Robertz

(SEAL)

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

(SEAL)

(SEAL)

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00503606

State of Illinois, County of COOK ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that Paul J. Robertz and Regina P. Robertz,
Husband and Wife, are

IMPRESS
SEAL
HERE

personally known to me to be the same persons whose names are
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 official seal this 19th day of JUNE, 2000

Commission expires OCT 5, 2003, 2003
Valentino O Wells
NOTARY PUBLIC

This instrument was prepared by ANDY JARRETT, attorney 1347 CLINTON AVE
(Name and Address) BERWYN, IL 60402

Mail this instrument to WILLIAM ROBERTZ 524 CAPITOL DR
(Name and Address)
ST. PETERS MN 56082
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____



THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand, by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment of (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies provided for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the

accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. 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 for attorney's fees, appraiser's 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 the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, 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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either a plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding with might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. 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 same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, 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 the Mortgagee, notwithstanding such extension, variation or release.

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17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

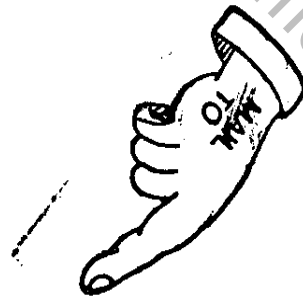
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Property of Cook County Clerk's Office



MAIL TO

WILLIAM ROBERTZ
524 CAPITOL DR
ST. PETERS, MN 56082

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NOTE

00503606

Date: JUNE 19, 2000

Amount: \$48,200.00

FOR VALUE RECEIVED, the undersigned, PAUL J. ROBERTZ and REGINA P. ROBERTZ, 5512 South Everett, Unit 1, Chicago, IL 60637, hereby promise to pay, in the manner and at the time hereinunder stated, to WILLIAM ROBERTZ and MARILYN J. ROBERTZ, at their address at 524 Capitol Drive, St. Peter, MN 56082, or such other place as the holder hereof may designate, the principal sum of FORTY-EIGHT THOUSAND, TWO HUNDRED AND 00/100 DOLLARS, (\$48,200.00), which amount is the sum of the outstanding balances of four loans made between the parties between January 1, 1998 and May 17, 2000, or so much as may be advanced thereon and such additional sum as may be advanced by the holder hereof, together with interest thereon until this Note shall be fully paid and satisfied.

1. **Interest.** Interest will be charged at a rate (the "Interest Rate") on that part, or any part thereof, of the outstanding principal which has not been paid beginning on the date that principal is disbursed hereunder, and continuing until the full amount of principal has been paid. Beginning on the September 1st, 2000, the undersigned will pay interest at the initial Interest Rate of 7.500 percent per annum.

2. **Payments.**

(a) **Time of Payments.** The undersigned will pay principal and interest on the unpaid amount owed hereunder in one hundred eighty (180) monthly installments commencing on the 1st day of each month beginning September 1st, 2000 and a final payment of interest and the balance of the principal and any other sums owed hereunder on the 1st day of August, 2015, which is the "Final Payment Due". The undersigned will pay all sums that they owe under this Note including all outstanding principal, accrued interest and any other charges described below no later than the "Final Payment Date".

(b) **Place of Payment.** Until further notice, the monthly payments will be made at 524 Capitol Drive, St. Peter, MN 56082.

(c) **Amount of Monthly Payments.** The monthly payment of principal and interest will be in the amount of Four Hundred Forty-Six and 82/100 Dollars (\$446.82).

3. **Security.** This Note is secured by a junior mortgage, bearing even date herewith to the Lender on real estate located in the County of Cook, State of Illinois ("Premises"). All of the terms and conditions of the Mortgage are hereby incorporated in and made a part of this Note.

4. **Late Charges for Overdue Payments.** In the event and in each case of failure of the undersigned to make any payment of whatever nature, periodic or otherwise, in this Note or in the Mortgage securing it provided, and if such failure continues for fifteen (15) days, the Lender may, at its option, impose a penalty, which shall be designated a "late charge", which the undersigned agrees and promises to pay monthly, as long as such delinquency is not rectified, in addition to all other payments herein or in the Mortgage provided. Such late charge shall be equal to four percent (4%) of the overdue payment of principal and interest.

5. **Advances.** In the event of failure of the undersigned to make any payments of whatever nature, periodic or otherwise in this Note or in the Mortgage securing it provided, the Lender may, at its option, discharge such obligation of the undersigned by itself advancing such payment; and in that event, all such advances shall be added to the unpaid balance hereunder as of the first day of the month during which such advance is made; and the advance and interest thereon shall be secured by the Mortgage described in this Note.

6. **Acceleration.** Time being of the essence of this contract, the undersigned further agrees that if default be made in the payment of any said installments of principal, interest, taxes or assessments as aforesaid, or in the payment of any late charge imposed in accordance with the provisions hereof, or in case of the breach of any of the covenants or agreements stipulated in this Note or the Mortgage to be performed by the undersigned, the principal sum above mentioned, or any balance that may be unpaid thereon, together with all interest thereon as aforesaid, and any advances made by the Lender shall, at the option of the Lender, its successors or assigns, become immediately due and payable, and all of said interest thereon at the rate then applicable under the terms of this Note, shall be collectible immediately or at any time after such default.

7. **Transfer of Premises or Beneficial Interest.** At the option of the holder of this Note, unpaid indebtedness evidenced by this instrument and the Mortgage secured it shall, notwithstanding anything in the Note or Mortgage to the contrary, become immediately due and payable: (a) if the mortgagor sells or conveys, contracts to sell or convey or further encumbers the Premises, or any portion thereof; or (b) if ownership of the Premises becomes vested in a person other than the undersigned. Acceptance of any payment required by the Note or on account of said indebtedness after the occurrence of any such contingency shall not be taken as a waiver of such option.

8. **Notice.** Notwithstanding anything to the contrary contained herein, in the event of any act allowing acceleration of the indebtedness evidenced hereby or any breach hereof or default hereunder, the Lender shall mail notice to the undersigned specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, not less than fifteen (15) days from the date the notice is mailed to the undersigned by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the entire principal amount outstanding and accrued interest thereon. No failure, even though repeated, by holder to exercise any option contained in this Note or in the Mortgage securing it, and no waiver, even though repeated, or performance of any of the covenants contained in either such instrument shall in any way affect the right of holder thereafter to exercise such option or to require or enforce performance of such covenant.


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9. **Waivers.** The makers, sureties, guarantors and endorsers of this Note, jointly and severally, hereby waive notice of and consent to any and all extensions of this Note or any part thereof without notice, and each hereby waives demand, presentment for payment, notice of nonpayment and protest, and the exhaustion of legal remedies hereon, and waive and release all rights and privileges under the Homestead Exemption Laws of the State of Illinois.


The Parties agree that this is a business loan and not a consumer loan.

IN WITNESS WHEREOF, PAUL J. ROBERTZ AND REGINA P. ROBERTZ, personally have caused these presents to be signed the day and year first written above.

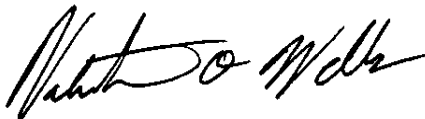
PAUL J. ROBERTZ

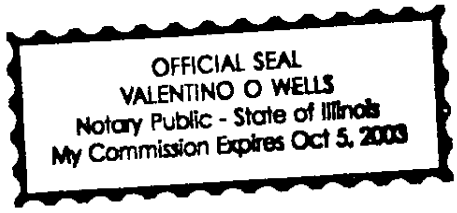
By: 
Paul J. Robertz

REGINA P. ROBERTZ

By: 
Regina P. Robertz

00503606





WILLIAM ROBERTZ
MAIL TO
524 CAPITOL DR
ST. PETER, MN 56082