

UNOFFICIAL COPY

EXHIBIT "A"

Legal Description:

LOT 267 IN PARK ST. CLAIRE UNIT 3, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 13, THE NORTHEAST 1/4 OF SECTION 23, AND THE NORTHWEST 1/4 OF SECTION 24, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

PIN# 07-24-116-013-0000
COMMON KNOWN ADDRESS - 88 BELLECHASE CIRCLE, SCHAUMBURG, ILLINOIS 60173
RE: WINTERS

11031747

Cook County Recorder 27:00

RECORDATION REQUESTED BY:

First American Bank
P.O. Box 307
201 S. State Street
Hampshire, IL 60140



WHEN RECORDED MAIL TO:

First American Bank
P.O. Box 307
201 S. State Street
Hampshire, IL 60140

SEND TAX NOTICES TO:

First American Bank
P.O. Box 307
201 S. State Street
Hampshire, IL 60140

FOR RECORDER'S USE ONLY

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Loan No: 01901987055

MORTGAGE (Continued)

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AND ACCEPTED ON THE FOLLOWING TERMS:

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all

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Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Illinois. This Mortgage has been accepted by Lender in the State of Illinois.

WAIVE JURY. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Definitions. The following words shall have the following meanings when used in this Mortgage:

BORROWER. The word "Borrower" means JOHN C. LANDRETH and PATRICIA C. LANDRETH, and all other persons and entities signing the Note.

EVENT OF DEFAULT. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

GRANTOR. The word "Grantor" means JOHN C. LANDRETH and PATRICIA C. LANDRETH.

GUARANTY. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

INDEBTEDNESS. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

LENDER. The word "Lender" means First American Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

MORTGAGE. The word "Mortgage" means this Mortgage between Grantor and Lender.

PERSONAL PROPERTY. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

PROPERTY. The word "Property" means collectively the Real Property and the Personal Property.

REAL PROPERTY. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X *J. C. Landreth*
JOHN C. LANDRETH, Individually

X *Patricia C. Landreth*
PATRICIA C. LANDRETH, Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

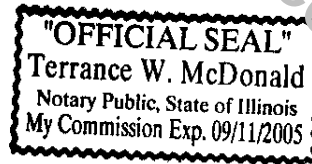
On this day before me, the undersigned Notary Public, personally appeared JOHN C. LANDRETH and PATRICIA C. LANDRETH, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of October, 2001

By *Terrance W. McDonald* Residing at Streamwood, IL

Notary Public in and for the State of Illinois

My commission expires 9-11-05



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