

Document Prepared by:  
AND Return to:  
Edward E. Beasley  
P.O. Box 1732  
Decatur, IL 62525



REAL ESTATE MORTGAGE

**THE MORTGAGOR, Royal American Bank as Trustee Under Trust Agreement 101041, dated 12/03/01, MORTGAGES and WARRANTS to Edward E. Beasley, of the City of Decatur, County of Macon, and State of Illinois the following described real estate, situated in the County of Cook, in the State of Illinois, with the improvements thereon and which may hereafter be placed thereon, including all heating, gas, electric, and plumbing apparatus and everything appurtenant thereto, and including all rents, issues and profits of said premises which are hereby assigned to the mortgagee, to wit:**

S  
RJM

Lot Thirty-One (31) in Block Thirteen (13) in Circuit Court Partition of the Southwest 1/4 of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, according to the plat thereof recorded March 4, 1995, in Cook County, Illinois. Commonly known as: 8445 S. Escanaba, Chicago, Illinois.

30001426

1st AMERICAN TITLE order # 11858

2003

\*This is not a Homestead Loan

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This real estate Mortgage is to secure a Note dated the 22<sup>nd</sup> day of November, 2002 executed by said mortgagors in the principal sum of Fifty Thousand and no/100(\$50,000.00) Dollars payable to the order of Edward E. Beasley. This mortgage is due on August 22<sup>nd</sup>, 2003. Payable at Beasley Properties, P.O. Box 1732, Decatur, Illinois 62525, in lawful money of the United States of America.

FUTURE ADVANCES. Upon request by Borrower, Lender, at Lender's option within twenty years from the date of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US\$15,000.00. The mortgagors covenants and agrees to pay principal of said mortgage or any installments thereof promptly when due, and to pay all taxes, special assessments and special taxes levied or assessed against said property or any part thereof and to deliver the official receipts therefore to the mortgagee upon demand, and will do no act that will allow a mechanic's lien to come against said premises.

IT IS FURTHER AGREED, that in the event of the failure of the mortgagor (s) to make any of said payments or to perform any of the covenants herein, that the whole said obligation and note (s) shall become due and the mortgagee may, at his option, file suit for foreclosure thereof and filing of the suit will be sufficient notice of declaring of the whole of said amount due; that any sums advanced by the mortgagee for taxes, special assessments, insurance premiums, repairs or any other sums which in his judgment might be necessary for the preservation of said premises, shall be added to and make a part of the principal amount, and shall draw interest at seven (7) per cent after their payment, which sums shall be immediately due and payable.

IT IS FURTHER AGREED, that the mortgagor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender.

IT IS FURTHER AGREED, that the mortgagor (s) shall pay any sum which mortgagee may be put to for attorney's fees in defending any suit of any character in connection with said premises.

IT IS FURTHER AGREED, that all expenses and disbursements paid on behalf of the mortgagee in connection with the foreclosure of this mortgage, including reasonable and customary attorney's fees to be fixed by the court in which proceedings are pending, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing whole of title to said premises from the United States down

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to and including the final decree therein, Master's certificate of sale, and all other charges including any insurance due during the pendency of said foreclosure, shall be an additional charge and lien upon the premises herein described, and shall be added to and made part of the sum which shall be adjudged and decreed to be due and owing under the provisions of said note or of this mortgage.

IT IS FURTHER AGREED, that the mortgagee shall have the right upon the filing of any complaint for the foreclosure of this mortgage to apply for and shall be entitled as a matter of right without regard to the value of the mortgaged premises or the solvency of the mortgagor (s) or any subsequent owner of said premises, to have a receiver of the rents, issues and profits of said premises, which receivership shall continue until the expiration of any period of redemption from any sale, which receivership shall continue until the expiration of any period of redemption from any sale, with the usual power of receivers in chancery, including the power to pay all taxes and assessments which are not or may become a lien on said premises, and that any amount collected by said receiver after payment of necessary costs of receivership, payment of taxes, assessments, repairs or expenses in connection with the upkeep of said premises, shall be applied upon any deficiency which may exist by virtue of such foreclosure proceedings and sale of said premises, and an assignment of all rents, issues and profits of said premises is hereby made to said mortgagee or the receiver, and upon default, the said mortgagee is authorized and empowered to enter into and upon and take possession of the premises hereby conveyed at any time, and to let same and collect all rents, issues and profits thereof.

IT IS FURTHER AGREED, that 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, (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.

All rights and obligations under this mortgage shall extend to and be binding upon the several heirs, executors, administrators, successors and assigns of said mortgagor(s), and nothing hereafter done shall release the mortgagor(s) from personal liability on said note. HEREBY releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this state.

Dated this 10<sup>th</sup> day of <sup>December</sup>~~November~~, A.D. 2002.

By  <sup>SUP</sup>  
Royal American Bank as Trustee Under  
Trust Agreement 101041, dated 12/03/01, <sup>AND ITS SUCCESSORS</sup>

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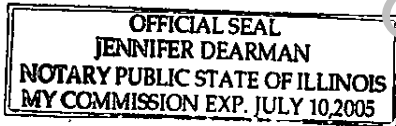
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STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK     )

I, the undersigned, a notary public, in and for said County, in the State aforesaid, Do Hereby Certify, Kirk E. Rascher for Royal American Bank as Trustee Under Trust Agreement 101041, dated 12/03/01, its Sr. Vice President, personally known to me to be the same whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a 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 10<sup>th</sup> day of <sup>December</sup> ~~November~~, A.D. 2002.



Jennifer Dearman  
Notary Public

The provisions of the  
attached rider are  
expressly made  
a part hereof.

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The provisions of the  
attached order are  
expressly made  
a part hereof.



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## MORTGAGE RIDER

THIS INSTRUMENT IS EXECUTED BY ROYAL AMERICAN BANK, NOT PERSONALLY BUT AS TRUSTEE AS AFORESAID, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOT WITHSTANDING, THAT EACH AND ALL OF THE COVENANTS, UNDERTAKINGS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS HEREIN MADE ARE MADE AND INTENDED NOT AS PERSONAL COVENANTS, UNDERTAKINGS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ROYAL AMERICAN BANK, FOR THE PURPOSE OF BINDING IT PERSONALLY, BUT THIS INSTRUMENT IS EXECUTED AND DELIVERED BY ROYAL AMERICAN BANK, AS TRUSTEE, SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR PERSONAL RESPONSABILITY IS ASSUMED BY, OR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST ROYAL AMERICAN BANK, ITS AGENTS OR EMPLOYEES, ON ACCOUNT HEREOF, OR ON ACCOUNT OF ANY COVENANT, UNDERTAKING, REPRESENTATIONS, WARRANTIES OR AGREEMENT HEREIN, EITHER EXPRESS OR IMPLIED, ALL SUCH PERSONAL LIABILITY, IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED.

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