

MORTGAGE-STATUTORY FORM  
(ILLINOIS)



0310548015

Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 04/15/2003 02:21 PM Pg: 1 of 5

CAUTION: Consult a lawyer before using or acting under this form.  
Neither the publisher nor the seller of this form makes any warranty  
with respect thereto, including any warranty of merchantability or  
fitness for a particular purpose.

THE MORTGAGOR Robert Bily

of the Town of Lemont in the County of  
Cook and State of Illinois, Mortgage

and Warrant to  
Gary Hawk and Jerry Seddy  
of the Town of Bellmont County of Cook  
and State of Illinois

to secure the payment of a certain promissory note, executed  
by the mortgagor, bearing even date herewith, payable to the order of

Gary Hawk and Jerry Seddy

the following described real estate, to-wit:

Above Space for Recorder's Use Only

See Exhibit "A" Attached Hereto

situated in the County of Cook, in the State of Illinois, hereby releasing and waiving  
all rights under and by virtue of the Homestead Exemption Laws of this State.

Permanent Real Estate Index Number(s): 22-14-201-037-0000, 22-14-201-038-0000, 22-14-201-037-0000

Address(es) of real estate: 13011 Grant Road, Lemont, IL 60439

Dated this 13th day of March, 19 2003

Robert Bily (SEAL)  
ROBERT BILY

(SEAL)

Please print or type name(s)  
below signatures

(SEAL)

(SEAL)

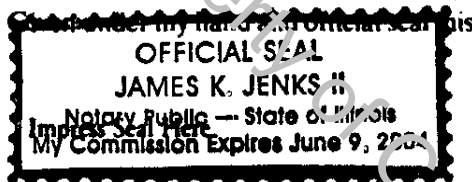
This instrument was prepared by JAMES K. JENSEN, Attorney, 8033 W. 42nd Ct., Lyons, IL 60534  
(Name and Address)

**UNOFFICIAL COPY**

STATE OF ILLINOIS }  
 COUNTY OF COOK } ss.

I, JAMES K. JENKS II, a Notary Public in and for said County, in the  
 State aforesaid, DO HEREBY CERTIFY that Robert Bily

personally known to me to be the same person 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 his free and voluntary act, for the uses and purposes therein set forth, including the release and  
 waiver of the right of homestead.



13th day of March 2003  
[Signature]  
 Notary Public

Commission Expires 6-9-04

**Box**

**Real Estate Mortgage**

Statutory Form.

GARY HARK  
HERITAGE PARTNERS  
 TO  
9800 INDUSTRIAL DRIVE  
BRIDGEVIEW, IL 60455

MAIL TO:

**GEORGE E. COLE®**  
**LEGAL FORMS**

# UNOFFICIAL COPY

## EXHIBIT A

A STRIP OF LAND 50 FEET IN WIDTH AND LYING 25 FEET NORTH OF AND PARALLEL TO THE CENTER LINE OF THE EXISTING SOUTHBOUND TRACK OF THE ILLINOIS CENTRAL RAILROAD COMPANY, THE EASTERLY TERMINUS BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11, AND THE SOUTHWESTERLY TERMINUS, BEING THE NORTHERLY LINE OF THE CALUMET SAG CHANNEL IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST,

AND ALSO,

A STRIP OF LAND IN THE SOUTHEAST QUARTER OF SECTION 11, AND THE NORTHEAST QUARTER OF SECTION 14, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE ABOVE DESCRIBED 50 FOOT STRIP AND THE SOUTH LINE OF THE SOUTH CANAL RESERVE, SOUTH OF THE ILLINOIS MICHIGAN CANAL, SAID POINT BEING 280.46 FEET SOUTHWESTERLY OF THE EAST LINE OF SAID SECTION 11; THENCE SOUTH  $56^{\circ} 12' 54''$  WEST 726.41 FEET ALONG THE SOUTH LINE OF SAID RESERVE TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE CONTINUING ALONG SAID RESERVE LINE SOUTH  $55^{\circ} 47' 10''$  WEST 371.68 FEET; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 1136.00 FEET, AN ARCH DISTANCE OF 129.76 FEET TO A POINT OF TANGENT; THENCE SOUTH  $67^{\circ} 51' 47''$  WEST 92.00 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE NORTH HAVING A RADIUS OF 1156.00 FEET AN ARC DISTANCE OF 169.50 FEET TO A POINT OF TANGENT; THENCE SOUTH  $59^{\circ} 27' 43''$  WEST 60 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 583.00 FEET, AN ARC DISTANCE OF 320.41 FEET TO THE SOUTHERLY LINE OF SAID CANAL RESERVE; THENCE NORTH  $55^{\circ} 47' 10''$  EAST 46.02 FEET ALONG LAST SAID RESERVE LINE TO A POINT ON CURVE; THENCE EASTERLY ON A CURVE CONVEX TO THE NORTH HAVING A RADIUS OF 563.00 FEET, AN ARC DISTANCE OF 268.68 FEET TO A POINT OF TANGENT; THENCE NORTH  $59^{\circ} 27' 43''$  EAST 60 FEET TO A POINT OF CURVE; THENCE EASTERLY ON A CURVE CONVEX TO THE NORTH, HAVING A RADIUS OF 1136.00 FEET, AN ARC DISTANCE OF 166.57 FEET TO A POINT OF TANGENT; THENCE NORTH  $67^{\circ} 51' 47''$  EAST 92.00 FEET TO A POINT OF CURVE, SAID POINT BEING ON SAID SOUTH RESERVE LINE; THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 1156.00 FEET AN ARC DISTANCE OF 243.67 FEET TO A POINT OF TANGENT; THENCE NORTH  $55^{\circ} 47' 10''$  EAST 301.00 FEET TO THE SOUTH LINE OF SAID SECTION 11; THENCE NORTH  $56^{\circ} 12' 54''$  EAST 500.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PREVIOUSLY DESCRIBED 50 FOOT STRIP; THENCE NORTHEASTERLY ALONG LAST SAID STRIP TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**UNOFFICIAL COPY****PROMISSORY NOTE**

\$35,000.00

Date: March 13, 2003

For value received, the undersigned Robert Bily (the "Borrower"), at 13011 Grant Road, Lemont, Illinois 60439, promises to pay to the order of Gary Haak and Jerry Seddy, (the "Lender"), at 151 Linden, Bellwood, Illinois 60104, (or at such other place as the Lender may designate in writing) the sum of \$35,000.00 with interest from March 13, 2003, on the unpaid principal at the rate of 20.00% per annum.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 25.00% annually until paid.

The unpaid principal and accrued interest shall be payable in full on March 12, 2005 (the "Due Date"); *Accrued Interest shall be paid quarterly. RB 3-13-03*

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty.

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

*and a UCC Security Interest RB*

This Note is secured by a Mortgage, dated March 13, 2003. The Lender is not required to rely on the above security instrument and the assets secured therein for the payment of this Note in the case of default, but may proceed directly against the Borrower.

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest in full on or before the Due Date;
- 2) the death of the Borrower or Lender;

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- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower;
- 7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

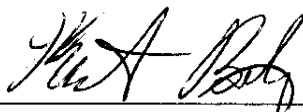
All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note shall affect the liability or the obligations of the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

This Note shall be construed in accordance with the laws of the State of Illinois.

Signed this 13th day of March, 2013, at Lemont,  
Ill.

Borrower:  
Robert Bily

By:   
 Robert Bily