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0406418128

MORTGAGE

Doc#: 0406418128
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 03/04/2004 12:29 PM Pg: 1 of 3

ILLINOIS

This indenture made January 1, 1995,

between, Rollyn F. Meyers, Jr. and Silvia Meyers, (mortgagor

or debtor, and Rollyn F. Meyers, Sr. and Anna M. Meyers (mortgagee),

for indebtedness and for services rendered,

assigned and consolidated, witnesseth:

Mortgagor is indebted to mortgagee in the amount of \$100,000.00 principal sum plus 9% interest accruing from January 1, 1995.

Mortgagor, to secure the payment of said principal and the performance of covenants and agreements, and in additional consideration of One Dollar paid in hand, does convey and warrant to mortgagee herein, its successors and assigns, subject only to prior mortgages and liens of record, the following described real estate:

LOT 3 IN BLOCK 1 IN SUBDIVISION OF LOTS 26, 27, 28, AND 29 IN ASSESSOR'S DIVISION OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 18 Couth Chestnut Ave.; Arlington Heights, IL 60005

PIN NUMBER: 03-30-424-013-0000

to secure payment of the following obligations of Mortgagor/Debtor to Mortgagee (all hereinafter called the "Obligations"):

(i) Indebtedness of Debtors to Mortgagee in the sum of \$100,000.00 herewith in said amount payable to the order of Mortgagee, together with interest thereon as provided, plus all costs of collection, legal expenses and attorneys' fees incurred by Mortgagee upon the occurrence of a default under this agreement, in collecting or enforcing payment of such indebtedness, or in preserving, protecting or realized on the Property/collateral herein;

(ii) Any note or notes executed and delivered to Mortgagee by Debtors at any time before the entire indebtedness and all liabilities secured hereby shall be paid in full, evidencing a refinancing of an unpaid balance of any of the notes above described:

(iii) Any and all liabilities of Debtor to Mortgagee arising under this agreement.

Debtor hereby warrants and covenants that the name of the record owner is Rollyn F. Meyers, Jr. and Silvia Meyers. Title to the above-described real estate is recorded in the Recorder's office. Debtor will on demand of Mortgagee furnish the latter with a writing signed by the owner and encumbrances of the real estate consenting to the security interest under this agreement or disclaiming any interest in the property/collateral as fixtures and Debtor will promptly notify Mortgagee in writing of any such persons. The Collateral will be affixed only to real estate described herein and will not be affixed to any other real estate so as to become fixtures on such other real estate without the prior written consent of the Mortgagee.

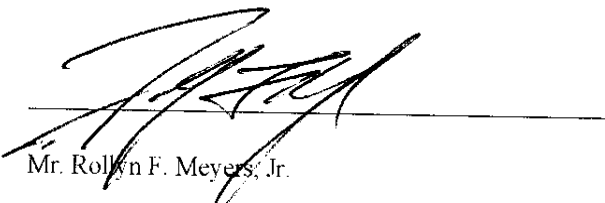
General. No waiver by Mortgagee of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Mortgagee hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind his heirs, executors or administrators or his or its successors or assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several. This agreement shall become effective when signed by Debtor.

All rights of the Mortgagee in, to and under this agreement and to the Property/collateral shall pass to and may be exercised by any assignee thereof. The Debtor agrees that if the Mortgagee gives notice to the Debtor of an assignment of said rights, upon such notice the liability of the Debtor to the assignee shall be immediate and absolute. The Debtor will not set up any claim against the Mortgagee as a defense, counterclaim or set-off to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Property/collateral, provided that Debtor shall not waive hereby right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidation the remainder of such provision or the remaining provisions of this agreement.

Signed in duplicate and delivered on the day and year first above written.

(Mortgagee's Signature not required)


Mr. Rollyn F. Meyers, Jr.

Date 3/4/04

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Sylvia Meyers 03-04-04

Mrs. Silvia Meyers

Date

Subscribed and sworn before me this 4th day of March, 2004.

Eileen Devis

My commission expires April 19th, 2007.

Notary Public



Send to: **Mr. Rollyn F. Meyers, Sr.**
Mrs. Anna M. Meyers
760 Heather Circle
Lake Geneva, WI 53147

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