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RECORDING REQUESTED BY:

Karen S. Malone RLI Corp. 9025 North Lindbergh Drive Peoria, Illinois 61615

MAIL TO:

Karen S. Malone RLI Corp. 9025 North Lindbergh Drive Peoria, Illinois 61615



Doc#: 0408244023 Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 03/22/2004 08:53 AM Pg: 1 of 4

THIS SPACE FOR RECORDER'S USE ONLY

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MORTGAGE

THIS STATUTORY MORTGAGE made this 29th day of January, 2004, between Seth A. Davis AND Sylvia S. Davis, husband and wife, of 1234 Harrison Avenue, Lagrange Park, Illinois 60526, (the "Mortgagors") and RLI CORP., 9025 North Lindbergh Drive, Peoria, Illinois 61615 (the "Mortgagee").

WITNESSETH, that to secure the payment of a certain Promissory Note in the amount of Forty Thousand Dollars (\$40,000.00), a copy of which is attached hereto, the Mortgagors hereby mortgage to the Mortgagee the following real property:

Tax 10 #15-27-319-016-0000

LOT 228 IN TALMAN AND THIELE'S EDGEWOOD LAGRANGE PARK ADDITION, A SUBDIVISION OF THE EAST ½ OF THE WEST 122.022 ACRES OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

And the Mortgagors coverant with the Mortgagee the following statutory covenants: 1) To warrant the title to the promises. 2) To pay the indebtedness as herein provided. 3) To pay all taxes. 4) To keep the building insured against fire or other casualty, for full replacement cost of the building for the protection of the Mortgagee. 5) That the premises shall be kept in repair and not waste shall be committed. 6) That the whole of the principal sum shall become due after default in the payment of any installment of principal or interest, or of any tax, or in the performance of any other covenant, at the option of the Mortgagee.

If default be made in any payment or covenant herein the Mortgagee shall have the statutory power of sale, and on foreclosure may retain statutory costs and attorney's fees.

IN WITNESS WHEREOF, the Mortgagors have duly executed this Mortgage.

Seth A. Davis

Sylvia S. Davis

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STATE OF ILLINOIS) COUNTY OF PEORIA)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Seth A. Davis, personally known to me to be the same person whose name is subscribed to the foregoing Mortgage dated January 29, 2004, appeared before me this day in person and affirmed that he signed the foregoing as his free and voluntary act for the uses and purposes therein set forth, and that the facts contained therein are true to the best of his knowledge, information and belief.

Subscribed and sworn to before me this 24th day of January

"OFFICIAL SEAL"

Seauficade

Beau McBride Ne tary Public, State of Illinois My Congaission Exp. 04/17/2006

STATE OF ILLINOIS))SS **COUNTY OF PEORIA)**

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Sylvia S. Davis, personally known to me to be the same person whose name is subscribed to the foregoing Mortgage dated January 29, 2004, appeared before me this day in person and affirmed that she signed the foregoing as her free and voluntary act for the uses and purposes therein set forth, and that the facts contained therein are true to the best of her knowledge, information and belief.

Subscribed and sworn to before me this 24th

OFFICIAL SEAL Beau McBride Notary Public, State of Iffinois munission Exp. 04/17/2006

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\$40,000.00

Peoria, Illinois January 29, 2004

PROMISSORY NOTE

ON DEMAND, FOR VALUE RECEIVED, the undersigned ("Payors") promise to pay to the order of RLI Corp., ("Payee"), at 9025 North Lindbergh Drive, Peoria, Illinois, the sum of Forty Thousand and 00/100 dollars (\$40,000.00).

The undersigned Payors hereby agree that in the event suit is filed upon the obligation herein stated in any court of competent jurisdiction, upon or after default, costs and reasonable attorney's fees shall be added to the then balance of principal.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest. Seth A. Davis

July S. Davis

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