## **UNOFFICIAL COPY**



Doc#: 0516135391 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 06/10/2005 01:18 PM Pg: 1 of 4

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[Space Above This Line For Recording Data] -

MORTGAGEE: WAUT TO AN SAVINGS AND LOAN SB

"You" means the Mortgagee, its successors and assigns.

MORTGAGOR: Charles H. Benson IV, MARRIED TO MAIJA BENSON

"I" includes each Mortgagor above.

REAL ESTATE MORTGAGE: For value received, I, Charles H. Benson IV, Married

, mortgage and warrant to you to secure the payment of the secured debt described below, on May 18, 2005 , the real estate described below and all rights, easements, appurtenances, rents, leases and existing and rutu.e approvements and fixtures (all called the "property").

#### PROPERTY ADDRESS:

802 W Lynnwood Ave

[Street]

Arlington Feights [City]

, Illinois 60004

[Zip Code]

#### **LEGAL DESCRIPTION:**

LOT 332 IN HASBROOK SUBDIVISION UNIT . 4, OF PART OF THE NORTHEAST CUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON OCTOBER 19, 1959 AS DOCUMENT NUMBER 1891839.

PIN 03-19-211-043

located in

ITEM 44480L1 (9608R)

COOK

, County, Illinois.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

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GREATLAND ■
To Order Call: 1-800-530-9393 □Fax 616-791-1131

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SECURED DEBT: This Mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this Mortgage and in any other document incorporated herein. Secured debt, as used in this Mortgage, includes any amounts I owe you under this Mortgage or under any instrument secured by this Mortgage.

The secured debt is evidenced by a revolving credit loan agreement dated May 18, 2005 6.750%. All amounts owed under this Agreement are secured even though not with initial annual interest rate of all amounts may yet be advanced. Future advances under the Agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this Mortgage is executed.

The above obligation is due and payable on May 20, 2030 if not paid earlier. The total unpaid balance secured by this Mortgage at any one time shall not exceed a maximum principal amount of: Thirty Five Thousand Dollars And No Cents **Dollars** ), plus interest, plus any disbursements made for the payment of taxes, special (\$35,000.00 assessments, or insurar.co on the property, with interest on such disbursements.

VARIABLE RATE: 'The interest rate on the obligation secured by this Mortgage may vary according to the terms of that obligation.

#### **COVENANTS**

- PAYMENTS: I agree to make all pay nen's on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. CLAIMS AGAINST TITLE: I will pay all taxes, ascessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this Mortgage. You may require me to assign any rights, claims or defenses which I may have against paraes who supply labor or materials to improve or maintain the property.
- **INSURANCE:** I will keep the property insured under terms acceptable o you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. **PROPERTY:** I will keep the property in good condition and make all repairs reasonably recessary.
- **EXPENSES:** I agree to pay all your expenses, including reasonable attorneys' fees, if I break any covenants in this Mortgage or in any obligation secured by this Mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this Mortgage.
- DEFAULT AND ACCELERATION: If I fail to make any payment when due or break any covenants under this Mortgage, any prior Mortgage or any obligation secured by this Mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this Mortgage in the manner provided by law.
- ASSIGNMENT OF RENTS AND PROFITS: I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.

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- 8. WAIVER OF HOMESTEAD: I hereby waive all right of homestead exemption in the property.
- 9. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS: I agree to comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 10. AUTHORITY OF MORTGAGEE TO PERFORM FOR MORTGAGOR: If I fail to perform any of my duties under this Mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this Mortgage.

Any amounts paid by year to protect your security interest will be secured by this Mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

- 11. INSPECTION: You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. CONDEMNATION: I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. WAIVER: By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
- 14. JOINT AND SEVERAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND: All duties under this Mortgage are joint and several. If I co-sign this Mortgage but do not co-sign the underlying debt, I do so only to mortgage my interest in the property under the terms of this Mortgage. I also agree that you and any party to this Mortgage may extend, modify or make any other changes in the terms of this Mortgage or the secured debt without my consent. Such a change will not release me from the terms of this Mortgage.

The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of either or both of us.

15. NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 4 of this Mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

- 16. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE MORTGAGOR: If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the Mortgagor is not a natural person and a beneficial interest in the Mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this Mortgage.
- 17. RELEASE: When I have paid the secured debt, you will discharge this Mortgage without charge to me. I agree to pay all costs to record this Mortgage.

To Order Call: 1-800-530-9393 Fax 616-791-1131

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**TERMS AND COVENANTS:** I agree to the terms and covenants contained in pages 1 through 4 of this Mortgage and in any riders described below and signed by me.

SIGNATURES:

Charles H. Benson IV

LAKE County ss:

homestead rights.

, a Notary Public in and for said county and state,

STATE OF ILLINOIS.

I, CHRISTINA REIFF-RIVERA

do hereby certify that

Charles H. Benson IV

AND MALIA BENSON

, per son, lly known to me to be the same person(s) whose name(s)

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instruments as his/he/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th

My Commission expires: 10-22-05

day of May, 2005

Notary Public

PREPARED BY AND RETURN TO:

Waukegan Savings and Loan SB 1324 Golf Road, P.O. Box 19 Waukegan, Illinois 60079-0019 OFFICIAL SEAL

CHRISTINA REIFF-RIVERA

MY COMMISSION EXPIRES: G/22/05