

UNOFFICIAL COPY



Doc#: 0525855111 Fee: \$30.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/15/2005 08:43 AM Pg: 1 of 4

MORTGAGE

THIS MORTGAGE (hereinafter referred to as Security Instrument) is given this 13th day of July, 2005 by James A. Rossi Jr., (hereinafter referred to as Mortgagor), of 16040 Lathrop, Harvey, Illinois, 60426, County of Cook, State of Illinois, to MARLEN PARTNERS CORPORATION (hereinafter referred to as Mortgagee), of 3451 N. Carriageway Drive, Unit 506, Arlington Heights, Illinois 60004, County of Cook, State of Illinois.

WHEREAS Mortgagor is justly indebted upon a Promissory Note (hereinafter referred to as the Note) and Personal Guarantee (hereinafter referred to as the Guarantee), bearing the same date as the Security Instrument and payable to the Mortgagee, in the principal sum of Seven Thousand and No/100 Dollars (\$7,000.00), this Security Instrument secures to Mortgagee the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; and the performance of Mortgagors' covenants and agreements under this Security Instrument and the Note. For this purpose, Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property located in the County of Cook, State of Illinois

LEGAL DESCRIPTIONS

LOT 14 EXCEPT THE NORTH 10 FEET THEREOF AND THE NORTH 20 FEET OF LOT 15 IN BLOCK 15 IN PERCY WILSON'S SECOND ADDITION TO HARVEY HIGHLANDS, BEING A SUBDIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, (EXCEPT THE WEST 60 FEET) AND THE WEST 1/2 OF THE WEST 1/2 OF SECTION 20, (EXCEPT THE WEST 60 FEET) AND THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL.

UNOFFICIAL COPY

Commonly known as 16040 Lathrop, Harvey, Illinois, 60426

P.I.N. 29-20-206-045-0000

Together with all improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the Property.

Mortgagor covenants and agrees: (a) to pay principal and interest when due until principal sum of the debt is repaid; (b) it is the beneficiary of the title holder of record of the Property and has the right to mortgage, grant and convey the Property and the Property is unencumbered, except for encumbrances of record; (c) to pay before they become delinquent, all taxes and assessments against the Property, and , on demand, to exhibit receipts therefore; (d) to, within a reasonable time after destruction or damage, rebuild or restore all buildings and improvements on the Property that may have been destroyed or damaged; (e) that waste to the Property shall not be committed or suffered; and (f) the keep all buildings now or at any time on the Property insured by reputable companies and name Mortgagee as coinsured al all such policies.

In the event Mortgagor fails to pay taxes or assessments, Mortgagee may, following thirty (30) days written notice to Mortgagor, pay such taxes and assessments, and all monies so paid shall be immediately repaid to Mortgagee by Mortgagor without demand together with interest thereon from the date of payment by Mortgagee as the rate of fifteen percent (15%) per annum and shall be so much additional indebtedness secured by the Security Instrument.

In the event of the breach of any of the aforesaid covenants r agreements which is not cured by Mortgagor within thirty (30) days of the receipt of written notice thereof, the whole of said indebtedness shall, at the option of Mortgagee, become immediately due and payable, without further notice, and with interest thereon from the date of such breach at fifteen percent (15%) per annum, and shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of the said indebtedness had then matured by the express terms of this Security Instrument and the Note.

It is agreed by the Mortgagor that all reasonable expenses and disbursements paid or incurred on behalf or Mortgagee in connection with the foreclosure of the Security Instrument, including reasonable attorney's fees, cost of documentary evidence, stenographers' charges, cost of procuring or completing title searches showing the whole title of the Property including any foreclosure decree, shall be paid by the Mortgagor; and the like expenses and disbursements necessitated by any suit or proceeding wherein the Mortgagee, as, such, may be a party, shall also be paid by the Mortgagor. Any such

UNOFFICIAL COPY

expenses and disbursements shall be an additional lien upon the Property and shall be taxes as cost and included in any decree that may be rendered in such foreclosure proceedings; and any such proceeding, whether or not a decree of sale shall have been entered, shall not be dismissed, nor any release of this Security Instrument given, until all such expenses and disbursements and any other costs of such proceeding, including attorney's fees, have been paid.

Mortgagor acknowledges that by executing this Security Instrument by its authorized agents, it and its successors and/or assigns, are jointly and severally bound to Mortgagee, its successors and /or assigns, for the entire amount secured by this Security Instrument until such time as the terms hereof are satisfied.

Mortgagee agrees that upon satisfaction of all the terms hereof, they will execute and provide to Mortgagor the appropriate written release of this Security Instrument.

IN WITNESS WHEREOF, the Mortgagor, by its authorized agents, has executed this document the day and date first stated above.

By: _____

James A. Rossi Jr.

Attest: _____

James A. Rossi Jr.

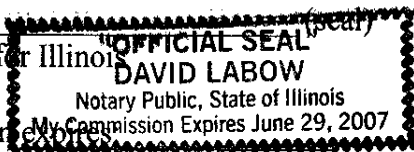
Before me personally appeared the undersigned witness and made oath that he/she saw the named Mortgagor sign, seal and as his/her/their act and deed, deliver the within written Mortgage; and the he/she with the other witness above named witnessed the execution thereof.

David Labow
Notary Signature

Sworn before this 13 day

Of JULY, 2005

Notary Public for Illinois



My commission expires

UNOFFICIAL COPY

Prepared by and Mail to:

Mark J. Schreiber

3451 N. Carriageway Drive, Unit 506
Arlington Heights, Illinois, 60004

Property of Cook County Clerk's Office