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This instrument was prepared by
and after recording return to:

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Chicago, Illinois 60606



Doc#: 0602719113 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/27/2006 03:52 PM Pg: 1 of 3

Address of the Premises:

520 Roslyn Road
Kenilworth, IL

PIN: 05-28-215-011-0000

MORTGAGE

MORTGAGORS Richard T. Peterson and Katherine H. Peterson, husband and wife, residing at 520 Roslyn Road, Kenilworth, Illinois (individually, jointly and severally, "Borrowers"), MORTGAGE and WARRANT to William J. Hagenah, residing at 315 Warwick Road, Kenilworth, Illinois 60043 ("Lender"), to secure the payment of that certain Amended and Restated Promissory Note of even date herewith, executed by Borrowers and payable to the order of Lender in the amount of One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00) with interest thereon (the "Note"), the following described real estate (the "Mortgaged Property"), to wit:

LOT 8 IN BLOCK 21 IN KENILWORTH COMPANY'S ADDITION TO KENILWORTH, BEING A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as address: 520 Roslyn Road, Kenilworth, Illinois, 60043;

PIN: 05-28-215-011-0000;

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. Borrowers agree, to the full extent permitted by law, that in the event of a default hereunder or under the Note, neither Borrowers nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay or extension laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Borrowers, for themselves and all who may at any time claim through or under them, hereby waive, to the full extent that they may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshaled upon any

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foreclosure of the lien hereof and agree that Lender or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or in its entirety. To the fullest extent permitted by law, Borrowers hereby voluntarily and knowingly waive their rights to reinstatement and redemption as allowed under the Illinois Mortgage Foreclosure Act (the "Act"). All references herein to the Act shall be deemed to refer to the Act, or any similar law, as such Act or similar law may be amended, modified, supplemented or replaced and in effect from time to time.

Borrowers shall pay when due all taxes, assessments, and charges of every kind levied or assessed against the Mortgaged Property or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "Taxes"), whether or not assessed against Borrowers, and Borrowers shall discharge any claim or lien relating to Taxes upon the Mortgaged Property.

Borrowers shall not, without the prior written consent of Lender, effect, suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of the Mortgaged Property.

In the event of a breach of the covenants contained herein or in the Note, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, become due and payable no less than thirty (30) days after written notice to Borrowers of such acceleration, and, with interest accrued thereon from the time of such breach at ten (10%) percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness then matured by express terms.

Borrowers agree that all expenses and disbursements paid or incurred in behalf of Lender in connection with the foreclosure hereof, including reasonable attorney's fees, shall be paid by Borrowers; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Lender or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by Borrowers. All such expenses and disbursements shall be an additional lien upon the Mortgaged Property, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid.

The obligations of this Mortgage or under the Note are not limited to the value of the Mortgaged Property. Notwithstanding any other provision of this Mortgage or the Note, Lender is entitled to enforce the obligations of Borrowers contained herein or in the Note without first resorting to or exhausting any security or collateral and without first having recourse to the Note or the Mortgaged Property, through foreclosure or acceptance of a deed in lieu of foreclosure or otherwise, and in the event Lender commences a foreclosure action against the Mortgaged Property, Lender is entitled to pursue a deficiency judgment with respect to the obligations contained in such sections against

