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Doc#: 0733231087 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/28/2007 02:34 PM Pg: 1 of 4

After recording, return to:

Denise A. Izatt
438 W. Third Street
Elmhurst, IL 60126

MORTGAGE

This agreement made this 14th day of November, 2007, between Alice K. Izatt, 705 Linden Avenue, Elgin, Illinois 60120, herein referred to as "Grantor" and Denise A. Izatt, 438 W. Third Avenue, Elmhurst, Illinois 60126, herein referred to as "Lender", witnesseth:

THAT WHEREAS the GRANTOR is justly indebted to the Lender upon the promissory note of even date herewith, in the principal sum of forty-one thousand dollars (\$41,000.00) payable to the order of and delivered to the Lender, in and by which note the GRANTOR promises to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the first day of November, 2010, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the address listed above of the Lender.

NOW THEREFORE, the GRANTOR to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage and the performance of the covenants and agreements herein contained, by the GRANTOR to be performed, and also in consideration of the sum of one dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Lender, and the Lender's successors and assigns, the following described Real Estate and all of her estate, right, title and interest therein, situated lying and being in the City of Elgin, County of Cook and Kane, in the State of Illinois, to wit:

See Attached Exhibit A—Legal Description

Permanent Index Numbers (PINS): 06-18-105-001-0000 (Cook Cty)
06-13-282-029-0000 (Kane Cty)

Address of Real Estate: 705 Linden Avenue, Elgin, Illinois 60120

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Together with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as GRANTOR may be entitled thereto (which are pledged primarily and on a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by GRANTOR or their successors or assigns shall be considered as constituting part of the real estate.

THIS MORTGAGE INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE.

COVENANTS, CONDITIONS AND PROVISIONS

1. GRANTOR shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed and keep said premises in good condition and repair, without waste and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof.
2. Until in default, GRANTOR may remain in possession and control of and operate and manage the Real Property and collect the Rents.
3. GRANTOR shall pay when due all taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property.
4. GRANTOR shall procure and maintain policies of property insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property.

FULL PERFORMANCE

If Borrower pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the real property.

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DEFAULT

Failure of Borrower to make any payment when due on the indebtedness owing to Lender shall constitute default under this Mortgage. Upon the occurrence of default, Lender shall have the statutory power of sale, including obtaining a judicial decree foreclosing the Grantor's interest in all or any part of the Property.

This mortgage consists of three pages. The covenants, conditions and provisions appearing herein are a part hereof and shall be binding on GRANTOR, his heirs, successors and assigns.

Witness the hand and seal of GRANTOR the day and year first written above.

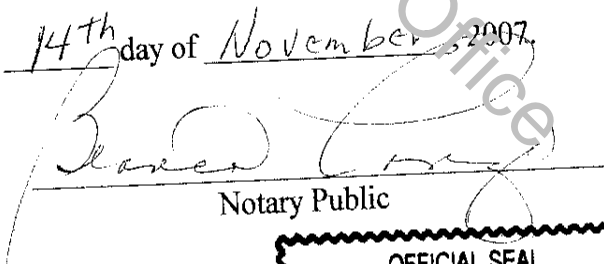
PRIOR TO SIGNING THIS MORTGAGE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS DOCUMENT. I AGREE TO THE TERMS OF THE MORTGAGE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS DOCUMENT. I ALSO ACKNOWLEDGE MY RIGHT TO CONSULT WITH AND OBTAIN THE ADVICE OF AN ATTORNEY REGARDING BOTH THIS MORTGAGE AND THE UNDERLYING NOTE.


Alice K. Izatt

State of Illinois
County of DuPage

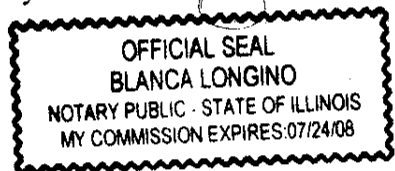
The undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Alice K. Izatt personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 14th day of November, 2007.


Notary Public

This instrument prepared by:

Diana R. Tadlock
Attorney at Law
251 E. Belden Avenue
Elmhurst, IL 60126



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EXHIBIT A – LEGAL DESCRIPTION

PARCEL ONE:

LOT ONE IN BLOCK SEVEN IN OAKWOOD PARK, BEING A SUBDIVISION OF PART OF THE NORTH WEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF ELGIN, COOK COUNTY, ILLINOIS.

PIN: 06-18-105-001-0000

PARCEL TWO:

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 9 RODS NORTH OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER AND RUNNING THENCE NORTH ALONG SAID EAST LINE 8 RODS TO THE SOUTH LINE OF LINDEN AVENUE, THENCE WEST ONE ROD ALONG THE SOUTH LINE OF LINDEN AVENUE, THENCE SOUTH PARALLEL WITH SAID SECTION LINE 8 RODS, THENCE EAST ONE ROD TO THE PLACE OF BEGINNING, IN THE CITY OF ELGIN, KANE COUNTY, ILLINOIS.

PIN: 06-13-282-029-0000