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THE INDENTURE WITNESSETH that <u>AUTUMN CHASE PARTNERSHIP</u> (herein called "Mortgagor") of <u>COOK</u>
County, State of Illinois MORTGAGES AND WARRANTS to C. DAVIS GROUP, INC., d/b/a THE REASOR CORPORATION, Coles County,
Illinois (herein called the "Mortgagee"), the premises known as 6 Autumn Lane
the Village of Streamwood, County of Cook, State of Illinois, legally described as:

Lot Number 43 of Autumn Chase Unit No. 5, Being a Subdivision of Part of the Northwest 1/4 of the Norteast 1/4 of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian in Cook County, Illinois

together with all improvements thereon, and all rights, privileges, interest, easements, hereditaments, and appurtenances and all fixtures, and all the rents, issues, income and profits thereof (herein collectively called the "Mortgaged Premise

This Mortgage is given to secure the performance by the Mortgagor of the convenants, agreements and conditions contain herein, and the payment of certain obligations evidenced by a certain Promissory Note executed by the Mortgagor and payable to the order of the Mortgagoe as follows:

Promissory Note dated July 16 , 19 87

in the sum of \$ 39,234.07

(hereinafter called the "Note").

The Mortgagor convenants and agrees with Mortgagee as follows:

- 1. Mortgagor shall pay the indefredness evidenced by the Note and any interest due thereon as the same shall become due in accordance with their terms and all indebtedness secured hereby, together with attorneys' fees and without relief from valuation and appraisement laws, and Mirtgagor shall keep, observe and perform all of the terms, provisions, covenant and agreements of the Mortgage and the Note.
- Mortgagor shall pay all taxes and municipal assessments that are levied against the Mortgaged Premises as the same shall become due.
- 3. Mortgagor shall keep and maintain the Mortgaged Premises in good repair and shall not commit or suffer waste thereon.
- 4. Mortgagor shall not parmit the lien of any mechanic, materialman, or any other lien, claim or encumbrance to be levied on, or assessed against, the Mortgaged Premises. In the event any such lien, claim or encumbrance shall be levied against the Mortgaged Premises, the Mortgator shall immediately cause the discharge thereof, or the release of the Mortgage Premises from such lien. In the event that such lien is not released or discharged within thirty (30) days after written notice from the Mortgagee to do so, the Mortgagee may accomplish such release or discharge, and any sum or sums so expended by the Mortgagee, including attorneys' fees, shall become a part of the indebtedness secured hereby.
- 5. This Mortgage shall also secure such sums, in addition to sums advanced nursuant to any other provision in this Mortgage or the Note which the Mortgagee may, at its option, loan to the Mortgager at any time for any purpose.
- 6. In the event of any taking of the Mortgaged Premises in whole or in part by virtue of an exercise of the right of eminent domain by any entity, the net proceeds from any judgment, award or settlement resulting herefrom are hereby assign to the Mortgagee who may, at its option, apply the same to the unpaid balance of the indebtedness recured hereby.
- 7. The following payments by the expenses of the Mortgages shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates on which paid or incurred at the rate of Eighteen Percent (18%) Per Annum:
 - (a) All sums advanced and paid by Montgagee to protect and preserve the security intended to be given by the Montgage and to perform any covenant or condition contained herein in the event—that Montgager fails to perform such covenants or to make the payments provided for herein; and
 - (b) All costs, expenses, and attorneys' fees incurred by the Mortgages in respect of any or all legal or equitable proceedings which relate to this Mortgage or the Mortgaged Premises and which may arise by reason of the execution of the Mortgage or which the Mortgages may deem necessary to preserve and protect the security of the Mortgage.

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- Any of the following shall be deemed to be an event of default:
- (a) Failure of the Mortgagor to make any payment provided for herein or in the Note;
- (b) Failure of the Mortgagor to perform or comply with any covenant, agreement or condition contained herein or in the Note:
- (c) Abandonment of the Mortgaged Premises by Mortgagor;
- (d) If the Mortgagor be adjudged bankrupt or a trustee or receiver is appointed for the Mortgagor, or for any part of the Mortgaged Premises, or if the Mortgagor makes an assignment for the benefit of creditors.
- Upon the happening of any event of default, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee and this Mortgage may be foreclosed accordingly. Upon such foreclosure, the Mortgagee may obtain current title insurance covering the Mortgaged Premises and may add the cost thereof to the sums due and secured hereby. The Mortgagee shall, in addition, have the right to have a receiver appointed without notice to take possession of the Mortgaged Premises and collect the rents, issues and profits arising therefrom for the benefit of the Mortgagee. If neces any to protect the Mortgagee's interest in the security given hereby, the Mortgagee shall have the additional right to take possession of the Mortgaged Premises without notice, collect the rents, issues and profits arisi therefrom, and take whatever action that is necessary in the opinion of the Mortgagee to protect this security given hereunder, and all the costs incurred thereby shall become a part of the indebtedness secured by the Mortgage and shall b interest from the dates of the raymants at the rate of Eighteen Percent (18%) Per Annum,
- 10. No delay by the Mortgager in the exercise of any rights hereunder shall preclude the exercise thereof so long a Mortgagor is in default hereunder and no failure of the Mortgagee to exercise any of its rights hereunder shall preclude the exercise of such rights in the event of other or subsequent defaults by the Mortgagor. The Mortgagee may enforce any one or more of its rights or remedies hereunder, successively or concurrently. The Mortgagee, at its option, may extend the time for payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor without consent of any junior lienholder and without the consent of Mortgagor if the Mortgagor has then parted with the title of the Mortgaged Premises, and any such extension or reduction or renewal shall not affect the priority of this Mortgage or impair the security hereof in any manner whatspever, or release, discharge, or affect in any manner the person liability of the Mortgagor to the Mortgagee.

11. The term Hautgroom shall include the eniginal Houtgroom	and a vide a supplied this destaurant and their supplies a
11. The term Mortgagor shall include the original Mortgago	
grantees in interest so long as this Mortgage remains unreleased	l of racord. All rights and obligations hereunder shall
extend to and be binding upon their heirs, representatives, succ	essors and assigns of the parties to the Mortgage.
	70.6
IN WITHESS WHEREOF, the Mortgagor has hereunto set his hand	I and seal this of day of four.
19	(A)
ATTEST	AUTUMN CHASE CARTICUSHIP
	MILEROLF
BY:	BY KENNETH A. RAUSON
	DEPT-01 RECOPDING \$17 T#1111 TRAN 5744 07/28/87 12:57:
STATE OF ILLINOIS)	#9955 # A *-B7-41443
COUNTY OF COOK }SS:	COOK COUNTY RECORDER
Before me, a Notary Public in and for said County and State	, personnally appeared KENNETH A. RAWSON,
and .	
AUTUMN CHASE PARTNERSHIP, who being first duly worn upon their o	aths, acknowledged the execution of the fewereing
	dense healton reagon end, execution of the foregoing
Real Estate Mortgage as their voluntary act and deed.	1 1
WITHESS my hand and Notarial Seal this	day of, 19 <u>87</u>
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NOTARY PUBLIC STATE OF ILL MOIS OF ILL MOI	Notary Public
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My Commission Expires	
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