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BYCORDER SECTION 501(b)(1) <u>David W. Rosemeyer</u> <u>Donna J. Rosemeyer</u> <u>1415 West 41st Street</u> <u>LaGrange, IL 60525</u> MORTGAGOR "I" includes each mortgagor above.	This instrument was prepared by (Name) <u>Jan M. Pearson</u> (Address) <u>620 W. Burlington, LaGrange, IL</u> First National Bank of LaGrange 620 West Burlington Avenue LaGrange, IL 60525 89208497 MORTGAGEE "You" means the mortgagee, its successors and assigns.
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REAL ESTATE MORTGAGE: For value received, I, David W. Rosemeyer and Donna J. Rosemeyer, his wife, mortgage and warrant to you to secure the payment of the secured debt described below, on April 29, 1989, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 1415 West 41st Street, LaGrange, Illinois 60525
 (Street) (City) (Zip Code)

LEGAL DESCRIPTION:

The East 53 feet of the West 139 feet of Lot 3 in the Resubdivision of the West 1/2 of Lot 15 and all of Lots 20 and 21 in Edgewood Subdivision in the West 1/2 of the North East 1/4 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

P.I.N. 18-05-209-019

NOTICE
THIS MORTGAGE IS NOT ASSUMABLE

located in Cook County, Illinois.

TITLE: I covenant and warrant title to the property, except to encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and to such other matters as may be shown on the public records.

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 (List all instruments and agreements secured by this mortgage and the dates thereof.):

Future Advances: All amounts owed under this above agreement are secured even though not 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.

Revolving credit loan agreement dated April 29, 1989, with initial annual interest rate of 13.00 % All amounts owed under this agreement are secured even though not 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 April 29, 1996.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: Ten Thousand and no/100 Dollars (\$ 10,000.00) plus interest plus any disbursements made for the payment of taxes, special assessments, or insurance 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.

A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

Commercial Construction **Assignment of Rents**

SIGNATURES:

David W. Rosemeyer
 David W. Rosemeyer

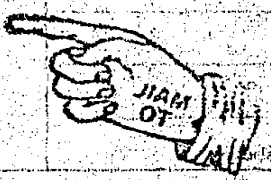
Donna J. Rosemeyer
 Donna J. Rosemeyer

ACKNOWLEDGMENT: STATE OF ILLINOIS Cook County ss:
 The foregoing instrument was acknowledged before me this 29th day of April, 1989, by David W. Rosemeyer and Donna J. Rosemeyer, his wife.

OFFICIAL SEAL
Jan M. Pearson
 Notary Public, Cook County, State of Illinois
 My Commission Expires 1/17/92

Jan M. Pearson
 (Notary Public)

APR 18 2005 13:00
48180268



REAL ESTATE MORTGAGE: For value received, I, David W. Rosemeyer, and Donna J. Rosemeyer, his wife, hereby execute this mortgage to secure the payment of the loan described below. The full amount of the loan and all interest thereon shall be paid to the lender in accordance with the terms of the promissory note and this mortgage. The full amount of the loan and all interest thereon shall be paid to the lender in accordance with the terms of the promissory note and this mortgage.

PROPERTY ADDRESS: 1412 West 1st Street, LaGrange, IL 60525
LEGAL DESCRIPTION: The East 23 feet of the West 130 feet of Lot 3 in the Resubdivision of the West 1/2 of Lot 19 and all of Lots 20 and 21 in Edgewood Subdivision in the East 1/2 of the North East 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

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. In the event of a foreclosure sale, you shall be deemed to have been given notice of the date of the sale in the manner provided in this mortgage. I agree to pay all costs to record this mortgage.

18. Waiver: By executing any remedy available to you, you shall be deemed to have waived your right to later use any other remedy. By not exercising any remedy, you shall be deemed to have waived your right to later use any other remedy. I agree to pay all costs to record this mortgage.

19. Assignment: I assign to you the proceeds of any sale of the property to satisfy the secured debt. This assignment is subject to the terms of any prior security agreement. I agree to pay all costs to record this mortgage.

20. Inspection: You may enter the property to inspect the condition of the property. I agree to pay all costs to record this mortgage.

21. Interest: I agree to pay the interest on the secured debt in full at the time and in the manner provided in this mortgage. I agree to pay all costs to record this mortgage.

22. Assignment of Rights and Profits: I assign to you the rents and profits of the property. I agree to pay all costs to record this mortgage.

23. Release and Acceleration: If I fail to make any payment when due or break any covenant under this mortgage, any prior mortgage or any other 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. I agree to pay all costs to record this mortgage.

24. Expenses: I agree to pay all expenses, including reasonable attorney's fees, if I break any covenant in this mortgage or in any obligation secured by this mortgage. I agree to pay all costs to record this mortgage.

25. Insurance: I will keep the property insured under terms acceptable to you at my expense and for your benefit. I agree to pay all costs to record this mortgage.

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2-4 FAMILY RIDER
(Assignment of Rents)
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THIS 2-4 FAMILY RIDER is made this 29th day of April, 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to First National Bank of LaGrange, 620 W. Burlington Avenue, LaGrange, IL (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1415 West 41st Street, LaGrange, IL 60525
(Property Address)

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agent to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and give all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

David W. Rosemeyer
David W. Rosemeyer

(Seal)
Borrower

Donna J. Rosemeyer
Donna J. Rosemeyer

(Seal)
Borrower

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Property of Cook County Clerk's Office

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David W. [Name]

John J. [Name]