

# UNOFFICIAL COPY

Marcus G. Feagan Lynne T. Feagan 729 Cutter Lane Elk Grove Village, IL 60007	(312) 515-3741 (Name) James P. Strother, Attorney at Law (Address) PO Box 7430; Madison, WI 53783-0001
American Family Financial Services, Inc. PO Box 7430 Madison, Wisconsin 53783-0001	
MORTGAGEE "You" means the mortgagor, its successors and assigns.	

**REAL ESTATE MORTGAGE:** For value received, I, Marcus G. Feagan and Lynne T. Feagan, as joint tenants , mortgage and warrant to you to secure the payment of the secured debt described below, on , 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:** 729 Cutter Lane, Elk Grove Village, Illinois 60007  
(Street) (City) (Zip)

**LEGAL DESCRIPTION:**

Lot 1174 in Stapes Subdivision, being a Subdivision of part of the Northeast Quarter of Section 35 Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 07-35-208-022

00057334

DEPT-01 RECORDING \$13.25  
T83333 TRAN 8229 02/02/90 14:30:00  
4186.8 90-057334  
COOK COUNTY RECORDER

located in Cook County, Illinois. TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

**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 the 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 January 15, 1990, with initial annual interest rate of 12.00%. 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 January, 2000 if not paid earlier.

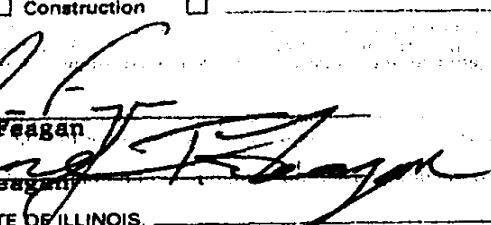
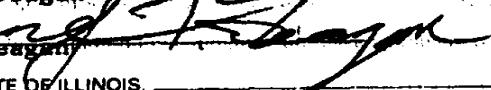
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: Twenty Eight Thousand Eight Hundred and 00/100\*\*\*\*\* Dollars (\$28,800.00\*\*\*\*\*), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance 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

**SIGNATURES:**   
Marcus G. Feagan  
  
Lynne T. Feagan

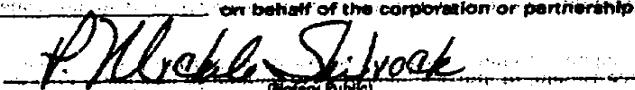
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**ACKNOWLEDGMENT:** STATE OF ILLINOIS, County as: 15th day of January, 1990  
The foregoing instrument was acknowledged before me this 15th day of January, 1990  
by Marcus G. Feagan and Lynne T. Feagan  
(Title)

Corporate or Partnership  
Affiliation: [Redacted] of [Redacted] (Name of Corporation or Partnership)  
on behalf of the corporation or partnership.

My commission expires: "OFFICIAL SEAL"  
(Seal)  
P. MICHELE SHILVOCK  
Notary Public, State of Illinois  
My Commission Expires 11/8/91

  
P. Michele Shilvock  
Notary Public  
State of Illinois  
My Commission Expires 11/8/91

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The availability of information on the most recent data set is limited to the TSP's final materials.

77. **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 mortgagee is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment without your prior written consent, you may demand immediate payment of the secured debt, you may also demand immediate payment if the above situations fit as prohibited by federal law as of the date of this mortgage.

Any notice shall be deemed to have been given to either of us when given in the manner specified above.

**NOTE:** Unless otherwise required by law, any notice to me shall be given in writing in or by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

I enclose my mortgage but do not co-sign the underlying debt I do so only to mitigate my interests in the property under the terms of this mortgage.

Remember it's crucial; you do not deserve your right to interior configuration. That's why I'm here to help you get it right.

13. However, By exercising any remedy available to you, you do not give up your rights to exercise any other use or other remedy. By not exercising any

12. **Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property, such proceeds will be applied as provided in Convenant 1. This assignment is subject to the terms of any prior security

11. **Specified Notice.** You may enter the property or inspect it if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

**3. Lessons Learned: Consumer Insights: Permanent Unit Developments:** Permanent unit developments; agrees to company with the provisos of any leases it has or leases it has or if this mortgagor is on a unit in a condominium unit or a planned unit development.

8. **Wives of Homesteaders;** hereby waive all right of homestead exemption in the property.

soil to determine the secured debt as provided in *Conversion*. The remaining amounts of rents will then be paid by the lessee to the lessor for the services and expenses. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorney fees, and any other necessary related expenses. The remaining amounts of rents will then be paid by the lessee to the lessor for the services and expenses.

obligation secured by this mortgage, you may sue to recover the debt and demand immediate payment of the same.

3. Expenses. **Agree to pay all your expenses, including reasonable attorney fees if I break any covenants in this mortgage or in any other instrument secured by this mortgage.**

4. Professionally, our help will probably be good and honest and there will always be reasonable necessity.

3. Moreover, I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt if you require mortgage insurance; subject to limitations set forth in the policy.

2. **General guidance.** This, I will partly illustrate, sees-and-numberances on the property when due and will defend this to the property against any claimants who would impinge the lien of this mortgage. You may require me to assign any rights, claims or defenses, which I may have against parties who supply labor or materials to improve or maintain the property.

1. **Permittee,** I agree to make a **slideway/walkway** on the **measured debt which due.** Unless we agree otherwise, any payments you receive from me or

COVENANTS