

91607852
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David A. Payne Corliss G. Payne 318 South Kensington Avenue LaGrange, IL 60525 MORTGAGOR <small>"I" includes each mortgagor above.</small>	This instrument was prepared by (Name) Jan M. Murphy (Address) LaGrange, IL First National Bank of LaGrange 620 West Burlington Avenue LaGrange, IL 60525 MORTGAGEE <small>"You" means the mortgagee, its successors and assigns.</small>
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REAL ESTATE MORTGAGE For value received, I, **David A. Payne and Corliss G. Payne, his wife** mortgage and warrant to you to secure the payment of the secured debt described below, on **October 25, 1991** 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 318 South Kensington Avenue, LaGrange, Illinois 60525
Street City Zip Code

LEGAL DESCRIPTION
 The South 40 feet of Lot 4 and all of Lot 5 in Block 9 in Lay and Lyman's Subdivision of the West 1/2 of the Southwest 1/4 of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, IL

P.I.N. 18-04-318-01/ DEBT-03 \$16.00
 182777 TRAN 1451 11/19/91 10:17:00
 49513 G * - 91 - 607852
 COOK COUNTY RECORDER

NOTICE
THIS MORTGAGE IS NOT ASSUMABLE 91607852

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 October 25, 1991 with initial annual interest rate of 9.50%. 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 October 25, 1998 if not paid earlier.

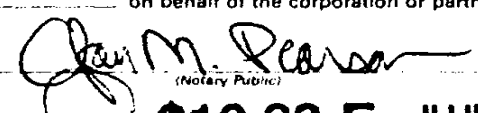
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: Fifteen Thousand and no/100 * * * * * Dollars (\$ 15,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with 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 A. Payne
 Corliss G. Payne

ACKNOWLEDGMENT: STATE OF ILLINOIS, Cook County ss:
 The foregoing instrument was acknowledged before me this 25th day of October, 1991
 by David A. Payne and Corliss G. Payne, his wife (Title)

Corporate or Partnership: [] of _____ (Name of Corporation or Partnership)
 Acknowledgment: [] on behalf of the corporation or partnership.
 My commission expires: _____ (Seal)
 (Notary Public)

Property

- 1 Payments
- 2 Claims against Title
- 3 Insurance
- 4 Property
- 5 Expenses
- 6 Default and Acceleration
- 7 Assignment of Rents and Profits
- 8 Waiver of Home and
- 9 Leaseholds, Condominiums, Planned Unit Developments
- 10 Authority of Mortgagee to Form
- 11 Inspection
- 12 Condemnation
- 13 Waiver
- 14 Joint and Several Liability, Co-signers, Successors and Assigns
- 15 Notice
- 16 Transfer of the Property or a Beneficial Interest in the Mortgage
- 17 Release

91607852

Property of COC
255-0926
CORLISS G. PAYNE
DAVID A. PAYNE

(Seal)
Borrower

(Seal)
Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider

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

all the sums secured by the Security Instrument are paid in full

any default or violation of any other right or remedy of Lender. This assignment of Kents of the Property shall terminate when
judicially appointed receiver, may do so at any time when a default occurs. Any application of Kents shall not cure or waive
maintain the Property before or after giving notice of default to Borrower. However, Lender or Lender's agents or a
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or

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

secured by the Security Instrument pursuant to Uniform Covenant 7
collecting the Kents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender

If the Kents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of
showing as to the inadequacy of the Property as security.

to take possession of and manage the Property and collect the Kents and profits derived from the Property, without any
shall be liable to account for only those Kents actually received, and (vii) Lender shall be entitled to have a receiver appointed
and then to the sums secured by the Security Instrument, (vi) Lender, Lender's agents or any judicially appointed receiver
receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property,
managing the Property and collecting the Kents, including, but not limited to, attorney's fees, receiver's fees, premiums on
otherwise, all Kents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and
due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant, (iv) unless applicable law provides
collect and receive all of the Kents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Kents
the benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to
If Lender gives notice of breach to Borrower, (i) all Kents received by Borrower shall be held by Borrower as trustee for

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1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 25th day of October 1991 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 West Burlington Avenue, LaGrange, IL 60525 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 318 South Kensington Avenue, LaGrange, IL 60525. (Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacement and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. 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.

C. 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.

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

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 1 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. 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 G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.