

UNOFFICIAL COPY

JOHN G. ROONEY MARGARET A. ROONEY 806 W. ALTGELD CHICAGO, IL 60614	This instrument was prepared by (Name) CAROL J. BREESE (Address) 620 W. BURLINGTON, LAGRANGE, IL
FIRST NATIONAL BANK OF LAGRANGE 620 WEST BURLINGTON AVENUE LAGRANGE, IL 60525	
MORTGAGEE "You" means the mortgagee, its successors and assigns.	

REAL ESTATE MORTGAGE: For value received, I, **JOHN G. ROONEY AND MARGARET A. ROONEY, MARRIED, AS JOINT TENANTS**, mortgage and warrant to you to secure the payment of the secured debt described below, on **APRIL 21, 1993**, 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: **806 W. ALTGELD** (Street), **CHICAGO** (City), **Illinois 60614** (Zip Code)

LEGAL DESCRIPTION:

LOT 4 IN GOODRICH'S SUBDIVISION OF LOTS 6 TO 11 INCLUSIVE IN BLOCK 2 IN SUBDIVISION OF BLOCK 15 IN CANN TRUSTEE SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 14-29-420-047-0000

• DEPT 01 RECORDINGS \$23.50
 • TAD0011 DRAFT 1425 104729/73 1st 16100
 • 16124 5 * 193-5 17 13 1
 COK COUNTY RECORDER

93319131

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.):

XX NOTE FOR \$70,000.00 DATED APRIL 21, 1993 AND MATURING ON OCTOBER 21, 1993.

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 _____, with initial annual interest rate of ____%. 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 21, 1993** if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:

SEVENTY THOUSAND AND NO/100*** Dollars (\$ 70,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.**

XX 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:

X *John G. Rooney*
JOHN G. ROONEY

Margaret A. Rooney
MARGARET A. ROONEY

ACKNOWLEDGMENT: STATE OF ILLINOIS, *C. O. - b*

The foregoing instrument was acknowledged before me this **11th** day of **April**, **1993**, by **JOHN G. ROONEY AND MARGARET A. ROONEY, MARRIED, AS JOINT TENANTS**.

Corporate or
Partnership
Acknowledgment

of _____
 My commission expires:
 (Seal)

OFFICIAL SEAL
LITA JOHNSON
 Notary Public, State of Illinois, No. 111-1493
 My Commission Expires April 1, 1993

Name of Corporation or Partnership

On behalf of the corporation or partnership,

Notary Public

ILLINOIS
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1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payment you receive from me or to my benefit will be applied first to any amount I owe you on the secured debt (excluding debt of interest or principal, second, to interest and then to principal), it will be applied to any amount which would impair the loan of this mortgage. You may reduce the secured debt by claiming that the property which may have suffered damage or loss due to the same is insured under terms acceptable to you to improve or maintain the property.
2. **Claims against Title.** I will pay all expenses, losses and encumbrances on the property when due and will defend title to the property to prevent the secured debt being paid in full.
3. **Insurance.** I will keep the property in good condition and make all repairs reasonably necessary.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** I agree to pay all your expenses, including reasonable attorney's fees if I break any covenant in this mortgage or in any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to you as provided in the agreement.
6. **Default and Acceleration.** If I fail to make any payment when due or break any covenant under this mortgage, any obligation secured by this mortgage, You may accelerate the maturity of this mortgage; pay demand immediate payment of rent and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
7. **Alienation of Rentes and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise, I may apply to payments on the rents as long as I am not in default in covenantant 1.
8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
9. **Leasethold; Condominium; Planned Unit Development; or a condominium unit development.** If this mortgage is on a unit in a condominium unit development, I will perform all of my duties under this mortgage. If any nonresidential unit development on the property is on a leasehold, by-laws, or may include completing the unit in a residential manner, you may do whatever is necessary to protect your security in the property. The condominium unit or leasehold unit development or nonresidential unit development on the property is not covenanted in the condominium or leasehold unit development.
10. **Authority of Mortgagor to Do Anything for Mortgagee.** If I fail to perform any of my duties under this mortgage, you may perform the duties of my mortgagee in the condominium, by-laws, or may do whatever is necessary to complete the unit in a residential manner, you may do whatever is necessary to protect your security in the property. The condominium unit or leasehold unit development or nonresidential unit development on the property is not covenanted in the condominium or leasehold unit development.
11. **Injunction.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your injunction.
12. **Nonremoval.** I assign to you the property until paid in full at the interest rate in effect on the secured debt.
13. **Waiver.** By exercising any remedy available to you, you do not give up your rights to later contend, if ever, that you do not have a default if it happens again.
14. **Joint and Several Liability; Co-signer; Successor and Assignee.** All duties under this mortgage are joint and several. If I co-sign this mortgage, or do not co-sign and any other person signs my name or any other address which you have designated, any notice to me shall be given to you by certified mail to your address on page 1 of this mortgage, or to any other address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.
15. **Notice.** Unless otherwise provided by law, any notice to me shall be given to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. However, you may not demand immediate payment in the above situation if it is prohibited by federal law as of the date of this mortgage.
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.