

UNOFFICIAL COPY

9501492

RICHARD K MCCORD KAREN L MCCORD 1150 LAURIE LANE BURR RIDGE, IL 60521 <b>MORTGAGOR</b> *I* includes each mortgagor above.	This instrument was prepared by (Name) TOWN AND COUNTRY BANK (Address) BOX 359, SPRINGFIELD, IL 62705 <b>TOWN &amp; COUNTRY BANK</b> 1925 S. MACARTHUR - BOX 359 SPRINGFIELD, IL 62705 <b>MORTGAGEE</b> *You* means the mortgagee, its successors and assigns.
--	---



REAL ESTATE MORTGAGE: For value received, I, RICHARD K MCCORD AND KAREN L MCCORD, AS JOINT TENNANTS mortgage and warrant to you to secure the payment of the secured debt described below, on NOVEMBER 10, 1994, the real estate described below and all rights, easements, appurtenances, rents, issues and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 1150 LAURIE LANE (Street), BURR RIDGE (City), Illinois 60521 (Zip Code)

LEGAL DESCRIPTION: SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

DEPT-01 RECURRING 123.50  
 THROUGH TRAN 3858 01/03/95 12.40.00  
 #0615 # JB \*-95-001492  
 COOK COUNTY RECORDER

9501492

located in COOK County, Illinois.  
 TITLE: (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.):  
 NOTE DATED 10-7-92

**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 15, 1997 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: FORTY SIX THOUSAND SIX HUNDRED SEVEN AND 24/100\*\*\*\*\* Dollars (\$ 46,507.24), 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:**  
 Richard K. McCord  
 RICHARD K MCCORD  
 Karen L. McCord  
 KAREN L MCCORD

**ACKNOWLEDGMENT:** STATE OF ILLINOIS, COOK County, Illinois.  
 The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November, 1994, by RICHARD K MCCORD AND KAREN L MCCORD, AS JOINT TENNANTS

Corporate or Partnership Acknowledgment of \_\_\_\_\_ (Name of Corporation or Partnership) as \_\_\_\_\_ on behalf of the corporation or partnership.

My commission expires \_\_\_\_\_  
 (Seal) **OFFICIAL SEAL**  
 Betty Schatz  
 Notary Public, State of Illinois  
 My Commission Expires 4-25-95

Betty Schatz  
 (Notary Public)  
2300

ILLINOIS (page 1 of 2)

COMPENSATING AT THE NORTHWEST CORNER OF LOT 31 IN A.E. FOSSIER AND COMPANY'S WOODVIEW ESTATES IN THE NORTHWEST 1/4 OF SECTION 18 FROM WILLIAM R. JORDAN AND INA C. JORDAN, HIS WIFE TO URSULA M. GERTY 18050340 FOR INGRESS AND EGRESS OVER A STRIP OF LAND DESCRIBED AS FOLLOWS:

PARCEL 2: FROM WILLIAM R. JORDAN AND INA C. JORDAN, HIS WIFE TO URSULA M. GERTY 18050340 FOR INGRESS AND EGRESS OVER A STRIP OF LAND DESCRIBED AS FOLLOWS:

PARCEL 1: THE SOUTH 280 FEET OF LOT "A" IN FRANCIS J. GERTY'S CONSOLIDATION (EXCEPT THE SOUTH 250 FEET OF THE NORTH 750 FEET THEREOF AND EXTENDING THE SOUTH 280 FEET OF THE SOUTH 750 FEET THEREOF) OF THAT PART OF THE TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING IN THE WEST 190 FEET OF THE EAST 1520 FEET OF THE NORTHWEST 1/4 OF SECTION 18 AFORESAID;

PARCEL 1: THE SOUTH 280 FEET OF LOT "A" IN FRANCIS J. GERTY'S CONSOLIDATION (EXCEPT THE SOUTH 250 FEET OF THE NORTH 750 FEET THEREOF AND EXTENDING THE SOUTH 280 FEET OF THE SOUTH 750 FEET THEREOF) OF THAT PART OF THE TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING IN THE WEST 190 FEET OF THE EAST 1520 FEET OF THE NORTHWEST 1/4 OF SECTION 18 AFORESAID;

PARCEL 1: THE SOUTH 280 FEET OF LOT "A" IN FRANCIS J. GERTY'S CONSOLIDATION (EXCEPT THE SOUTH 250 FEET OF THE NORTH 750 FEET THEREOF AND EXTENDING THE SOUTH 280 FEET OF THE SOUTH 750 FEET THEREOF) OF THAT PART OF THE TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING IN THE WEST 190 FEET OF THE EAST 1520 FEET OF THE NORTHWEST 1/4 OF SECTION 18 AFORESAID;

17. Release. When I have paid the secured debt, you will discharge the mortgage without charge to me. I agree to pay all costs to record this mortgage.

16. Treasurer 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. You may also demand immediate payment if the above situations if it is prohibited by federal law as of the date of this mortgage.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it 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 page 1 of this mortgage, or to any other address which you have designated.

14. Joint and Several Liability; Co-signers; Successors and Assigns. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-own the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

13. Waiver. By exercising any remedy available to you, you do not give up your right to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later use any other remedy. If I default, you do not give up your right to later use any other remedy.

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 Covenant 1. This assignment is subject to the terms of any prior security agreement.

11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection. Any amount paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

10. Authority of Mortgagee. I perform for Mortgagee. If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

9. Leasehold; Condominium; Planned Unit Development. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

8. Waiver of Homestead. I hereby waive all right of homestead exemption in the property. I have by waive all right of homestead exemption in the property.

7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.

6. Default and Acceleration. If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any 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. You may foreclose this mortgage in the manner provided by law.

5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants 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 Covenant 10 of this mortgage.

4. Property. I will keep the property in good condition and make all repairs reasonably necessary.

3. Insurance. 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, I agree to maintain such insurance for as long as you require.

2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of the mortgage. You may require me to assign any rights, claims or defenses which I may have against part or as who supply labor or materials to improve or maintain the property.

1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then until the secured debt is paid in full.

COVENANTS

261100356