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97867320

Page 1 of 1
Cook County Recorder 27.75

COOK COUNTY,
RECORDER
JESSE WHITE
ROLLING MEADOWS

COVER SHEET FOR RE-RECORDED DOCUMENT

Property of Cook County Clerk's Office

Mortgage

TYPE OF DOCUMENT



MAIL TO:

Drost & Kivlahan, Ltd.

11 South Dunton

Arlington Heights, IL 60005

NAME AND ADDRESS OF PREPARER:

Drost & Kivlahan, Ltd.

11 South Dunton

Arlington Heights, IL 60005

27.50
28

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11/11/2011
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MORTGAGE

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THE MORTGAGORS, RONALD D. EDHLUND and JANET EDHLUND, his wife, of the Village of Palatine in the County of Cook and State of Illinois, Mortgage and Warrant to LESTER D. ANDERSON of the Village of Arlington Heights, County of Cook and State of Illinois, to secure the payment of a certain promissory note, executed by the mortgagors, bearing even date herewith, payable to the order of LESTER D. ANDERSON, at P.O. Box 888, Arlington Heights, Illinois 60006, in the amount of \$99,538.64 with interest at the rate of 9.0% per annum, payable in accordance to the schedule attached to the Promissory Note, on the following described real estate, to wit:

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

07-26-95 10:17
RECORDING 23.00
MAIL 0.50
PENALTY 20.00
95503324

Lot Thirty Eight (38) in Crossgate Unit One, being a Subdivision of part of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 21, Township 12 North, Range 10, East of the Third Principal Meridian, according to plat thereof registered in the office of the Registrar of Titles of Cook County, Illinois, on February 29, 1969, as Document Number 243521, in Cook County, Illinois.

Commonly known as: 648 Pebbles Road, Palatine, Illinois 60067.

Permanent Index No. 02-21-368-003

De Reg. No. 93233838

The Mortgagor covenants and agrees as follows: (i) to pay said indebtedness, and the interest thereon, as herein and in said Note provided, or according to any agreement extending time of payment; (ii) to pay when due in each year to person owed payment, all taxes, assessments, charges, fines and impositions attributable to said premises; which may attain priority over this security instrument; and promptly furnish to Mortgagee receipts evidencing the payments; (iii) within sixty (60) days after destruction or damage to rebuild or restore all building or improvements on said premises that may have been destroyed or damaged; (iv) not to destroy, damage or impair the premises, allow the premises to deteriorate, or commit waste on the premises; (v) to pay all prior incumbrances and the interest thereon, at the time or times when the same shall become due and payable; (vi) to keep all improvements now or at any time of said premises insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, maintained in the amounts and for the periods that Mortgagee requires, in companies to be selected by Mortgagor herein, who is hereby authorized to place such insurance in companies acceptable to the Mortgagee, with loss clause payable to Lester D. Anderson. Proof of such insurance or policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid. All policies shall provide for at least thirty (30) days prior written notice to Mortgagee of cancellation or non-renewal.

If Mortgagor fails to provide such insurance, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, or there is legal proceeding that may significantly affect Mortgagee's rights in the property, such failure shall be considered an event of default ("Event of Default"), and Mortgagee shall have the right, at its option, but not be required to, obtain such insurance at Mortgagor's expense, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, or appear in Court or pay reasonable attorneys' fees, and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at Twelve and one-half percent (12.5%) per annum shall be so much additional indebtedness secured hereby.

In addition to the above mentioned Events of Default, if Mortgagor fails to make any payment within 10 days of due date on the indebtedness, such failure shall also be considered an Event of Default, provided Mortgagor has not cured the default within fifteen (15) days of Mortgagee's notice.

95503324

This mortgage is being refiled on November 19, 1997, after being previously released to allow the mortgagors to refinance the subject property.

[Handwritten initials]

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Upon the occurrence of an Event of Default, Mortgagor shall have the right at its option upon 15 days' notice to Mortgagee, (i) to declare the entire unpaid principal of this Mortgage and interest thereto immediately due and payable, with penalty interest rate at Twelve and one-half percent (12.5%) per annum from the date of such demand; and (ii) to pursue to the fullest extent all other rights and remedies available to it at law or in equity.

Mortgagors shall also pay upon demand any and all expenses, including reasonable attorney fees, incurred or paid by Mortgagee without suit or action in attempting to collect funds due under this Mortgage. In the event an action is instituted to enforce or interpret any of the terms of this Mortgage including but not limited to any action or participation by Mortgagors in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal or review, whether or not taxable as costs, including, without limitation, attorney fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses.

Mortgagor may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the written consent of Mortgagor, of all or any part of the premises, or any interest in the premises. A "sale or transfer" means the conveyance of the premises or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the premises, or by any other method of conveyance of the premises interest.

Any lease executed on the said premises shall be subject and subordinate to this Mortgage and to all renewals, modifications, consolidations, replacements, and extensions for or of this Mortgage, to the full extent of the principal sum, together with interest thereon and all other amounts secured thereby. Any executed lease shall first be subject to the prior written consent of the Mortgagee.

Subject to the provisions of the Illinois State Constitution, this instrument is not subject to the provisions of the Homestead Exemption Law of this State.

Dated this 19 day of July, 1995.

Ronald D. Edlund
RONALD D. EDHLUND

Janet Edlund
JANET EDHLUND

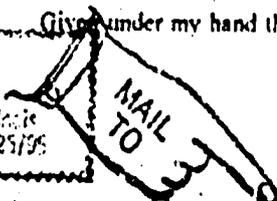
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Gloria Amling, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RONALD D. EDHLUND and JANET EDHLUND personally known to me to be the same person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand this 19 day of July, 1995.

"OFFICIAL SEAL"
GLORIA AMLING

Notary Public, State of Illinois
My Commission Expires 3/25/96



Gloria Amling
Notary Public

This instrument was prepared by:

George T. Drost & Associates, Ltd., 11 S. Dunton Avenue,
Arlington Heights, Illinois 60005

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Property of Cook County Clerk's Office

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RECORDS
BOOK 22199