

STATE OF ILLINOIS
COUNTY OF COOK
JOHN L. HEIDENREICH AND BONNIE J. HEIDENREICH (MARRIED TO EACH OTHER) JOINTLY

1989 APRIL 15
KANE

BONNIE J. HEIDENREICH
Bonnie J. Heidenreich

JOHN L. HEIDENREICH
John L. Heidenreich

THE ABOVE MENTIONED PARTIES HAVE AGREED TO SECURE A MORTGAGE ON THE PROPERTY DESCRIBED BELOW AND TO SIGN ALL INSTRUMENTS NECESSARY TO EFFECT THE SAME.

THE MORTGAGE TO BE SECURED BY THIS INSTRUMENT IS TO BE IN FULL PAYMENT OF THE DEBT DESCRIBED IN THE PROMISSORY NOTE DATED APRIL 15, 1989.

THE DEBT TO BE SECURED BY THIS INSTRUMENT IS THE DEBT DESCRIBED IN THE PROMISSORY NOTE DATED APRIL 15, 1989.

THE PROPERTY TO BE MORTGAGED IS DESCRIBED IN THE PROMISSORY NOTE DATED APRIL 15, 1989.

THE PARTIES HEREBY AGREE TO SIGN ALL INSTRUMENTS NECESSARY TO EFFECT THE MORTGAGE DESCRIBED ABOVE.

WITNESSED AND SIGNED IN PRESENCE OF US, A Notary Public in and for the State of Illinois, on this 15th day of April, 1989.

NOTARY PUBLIC
STATE OF ILLINOIS
3788519

3788519

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Handwritten signature

Handwritten initials

PIN #06-07-10-021

THIS PROPERTY IS REGISTERED IN TORREMS: CERTIFICATE #1321245 BOOK 2647-1 PAGE 123

LEGAL DESCRIPTION: LOT FIVE HINDERD NINE (509) IN FIFTH ADDITION TO BLACKHAWK MANOR, BEING A SUBDIVISION OF PART OF THE THIRD ADDITION TO BLACKHAWK MANOR, A SUBDIVISION OF PART OF SECTIONS 6 & 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID FIFTH ADDITION TO BLACKHAWK MANOR REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 28, 1966, AS DOCUMENT NO. 2262945.

PROPERTY ADDRESS: 1136 INDIAN DRIVE, ELGIN, ILLINOIS 60120

DATE: APRIL 15, 1989

REAL ESTATE MORTGAGE: For value received, JOHN L. HEIDENREICH AND BONNIE J. HEIDENREICH (MARRIED TO EACH OTHER) JOINTLY

MORTGAGE FORM with fields for MORTGAGEE (FIRST NATIONAL BANK OF ELGIN), MORTGAGOR (JOHN L. HEIDENREICH AND BONNIE J. HEIDENREICH), and address (1136 INDIAN DRIVE, ELGIN, ILLINOIS 60120).

UNOFFICIAL COPY

- 1. Payments.** I agree to make all payments on the secured debt when due. Unless we have otherwise agreed in writing, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (entirety of interest or principal), second, to interest and then to principal. If partial payments of the secured debt occur for any reason, it will not reduce or excuse any subsequently accrued payment until the secured debt is paid in full.
- 2. Defense 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 this mortgage. You may require me to assign any rights, claims or defenses which I may have against persons who would claim or encumber to improve or maintain the property.
- 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 insured property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Repairs.** 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 attorneys' fees if I break any covenants in this mortgage or in any obligation assumed by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 17 of this mortgage.
- 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 assumed 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.
- 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, all 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.
- 8. Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
- 9. Easements, Condemnation and Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a lot which is part of 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.
- 10. Authority of Agent.** I authorize you to perform for me any duties under this mortgage. 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 determined or required in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction. Your failure to perform will not prevent you from exercising any of your other rights under the law or this mortgage. Any amounts 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.
- 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.
- 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.
- 13. Waiver.** By exercising any remedy available to you, I do not give up your rights to later use any other remedy. By not exercising any remedy if I default, you do not waive your right to later exercise the event in default if it happens again.
- 14. Under and Behind Liability.** Co-signers or assignors are bound as if they signed. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt, I do so only to mortgage my interest in the property under the terms of this mortgage. It does not mean 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. The duties and liabilities of this mortgage shall bind and benefit the successors and assigns of either or both of us.
- 15. Notice.** I read otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to you at the Property Address or any other address as I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or by any other address which you have designated. Any notice shall be deemed to have been given to all of us when given in the manner stated above.
- 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 on the secured debt. You may also demand immediate payment if the mortgage is not a bona fide purchase, and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the event of a sale 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.

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REGISTRAR OF TITLES

REAL ESTATE INDEX GROUP
1820 Ridge Avenue
Evansville, IN 47601
Order # 874-4414

Address	Deed to	Address	Notice