

**MORTGAGE WITH
NOTE (SECOND)**



THIS
AGREEMENT
made this
30th day of
July, 1999
between PAUL
D. SPILLER,
II and MARY
J. SPILLER,
151 SOUTH
ELMWOOD
AVENUE,
PALATINE,
ILLINOIS
60067
(Mortgagor)

and ARKANSAS ENTERPRISES, INC., 32 COUNTRY CLUB DRIVE, HOLIDAY ISLAND, ARK. 72631 (Mortgagee).

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the Installment Note of even date herewith in the principal amount of \$15,000.00 (FIFTEEN THOUSAND and 00/100 dollars) payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagor promises to pay the principal sum due and interest at the rate and in instalments as provided in said note, with a final payment of the balance due on the 30th day of October, 2014, and all of said principal and interest are made payable at such place as the holders of the Note may, from time to time, designate in writing to the Mortgagor, and in the absence of said direction said payments are to be made to the address set forth above for the Mortgagee.

NOW, THEREFORE, the Mortgagors to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, do by these presents COVENANT AND WARRANT unto the Mortgagee and the Mortgagees successors and assigns, the following described Real Estate and all of her right, title and interest therein, situate, lying and being in the Village of Arlington Heights, County of Cook, State of Illinois, to wit:

LOT 12 IN BLOCK 11 IN MERRILL'S HOME ADDITION TO PALATINE, A SUBDIVISION IN THE EAST 1/2 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to

herein as the "premises"

Permanent Real Estate Tax I.D. No. # 02-23-210-009-0000

Address of Real Estate: 151 SOUTH ELMWOOD AVENUE, PALATINE, ILLINOIS 60067

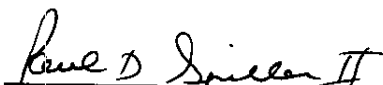
TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents issues and profits thereof for so long and during all such times as the Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally located) and ventilation, including screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment and the like hereinafter placed in the premises by the Mortgagor or her successor or assigns shall be considered a part of the Real Estate.

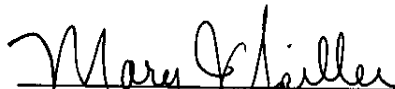
The Mortgagor does hereby covenant and agree to pay each and every installment of real estate taxes due on said property on or before the due date thereof and will promptly send proof of said payment as evidence by a paid receipt from the County office immediately thereafter.

Failure to make said payments, or a failure to make the monthly payments of principal and interest shall be deemed an act of default and entitle the Mortgagee to pursue all remedies available to them at law and equity, including acceleration of the Note and/or an action for foreclosure of the subject property.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagees successors and assigns, forever and for the purposes and upon the issues herein set forth, free from all rights and benefits under and by Virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby RELEASE AND WAIVE as against the Mortgagees.

DATED this 1ST day of November, 1999


PAUL D. SPILLER, II


MARY J. SPILLER

