MORIGINO OFFICIAL COPY

The Mortgagor, Chris Schopoff, married to Laura A. Schopoff of the Village of Arlington Heights, in the County of Cook and State of Illinois, Mortgage and Warrant to Michael Waltz of the Town of Burlington, Wisconsin, to secure the performance of a certain Commercial Guaranty ("Guaranty"), executed by the mortgagor, bearing even date herewith, securing a Promissory Note payable to the order of Michael Waltz, in the amount of \$500,000.00, with interest at the rate of 12% per annum, payable in accordance with the terms of the Promissory Note, on the follow EUGENE "GENE" MOORE ing describe 132 estate, to wit:

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Cook County Recorder

COOK COUNTY RECORDER ROLLING MEADOWS

LOT FIFTY (50) LY C.A. GOELZ'S ARLINGTON GARDENS, BEING A SUBDIVISION IN THE NORTHEAST QUARTER (1/4) OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MEPADIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1626 N. Clarer.ce, Arlington Heights, Illinois Permanent Index No. 03-20-203-011-0000

The Mortgagor covenants and agrees as follows: (i) to pay said indebtedness, and the interest thereon, as herein and in said Guaranty provided, or according to any agr en ent 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 fur ish 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 descroy, damage or impair the premises, allow the premises to deteriorate, or commit waste on the premises; (v) to pay all p. v. 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 perio is 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. 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 incumb ances of 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, a 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 percent (12%) 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.

Upon the occurrence of an Event of Default, Mortgagee shall have the right at its option upon 15 days' notice to Mortgagor, (i) to declare the entire unpaid principal of this Mortgage and interest thereto immediately due and payable, with penalty interest rate at Twelve percent (12%) per annum from the date of such demand; and (ii) to pursue to the



Mortgagee 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 Mortgagee, of all or any part of the premises or the property located at 404 W. Oakton, Des Plaines, or any interest either of same. 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 contact, 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.

Situated in the County of Cook, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of

the Homestead Exemption Laws of this State. Dated this 2nd day of July, 2001. Chris Schopoff, married Laura A. Schop off, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State STATE OF ILLINOIS SS. COUNTY OF COOK , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Chris Schopoff and Laura A. Schopoff personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in 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. day of July, 200 Given under my hand this "OFFICIAL SEAL" EILEEN DEVIS Notary Public, State of Illinois **Notary Public** My Commission Expires April 19, 2003

This instrument was prepared by and should be returned to: Drost & Kivlahan, Ltd., 11 S. Dunton Avenue, Arlington

Heights, Illinois 60005