

Loan No. _____

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

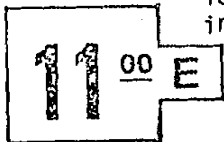
THIS INDENTURE, made July 29, 1985, between Henry Schroeder and Victoria Schroeder (herein referred to as "Mortgagors,") and BANK OF BUFFALO GROVE a banking corporation organized under the laws of the State of Illinois, doing business in Buffalo Grove, Illinois, (herein referred to as "Mortgagee,")

WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Twelve thousand two hundred seventeen and 32/100 dollars (\$12,217.32) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 13.5% per annum prior to maturity, at the office of Mortgagee in Buffalo Grove, Illinois, in 36 successive monthly installments commencing August 29, 1985, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$12,217.32 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 18% per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note"),

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgagee during the term of this mortgage, howsoever created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee by Mortgagors or any of them of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagors or any of them to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warranty to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

The South 100 feet of the North 1833 feet of the West 435.6 feet of the East 871.2 feet of the South East quarter of Section 9, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois



03-09-401-0541C OCT-28-85 55603 85256129 A Rec 11.00

which, with the property hereinafter described, is referred to herein as the "premises".

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 Mortgagors 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 controlled), and ventilation, including (without restricting the foregoing), 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 or articles hereafter placed on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes 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 Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

Signed and sealed by the Mortgagors the date first above written.

Signature lines for Mortgagors and Notary Public with dates and seals.

STATE OF ILLINOIS) I, Anna Grobner, a Notary Public in and for and residing in said County, COUNTY OF Cook) SS in the State aforesaid, DO HEREBY CERTIFY THAT Henry Schroeder and Victoria Schroeder who personally known to me to be the same person S whose name S subscribed to the foregoing

In presence of 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 all rights under any homestead, exemption and valuation

GIVEN under my hand and Notarial Seal this 29th day of July, A.D. 1985.

NAME Bank of Buffalo Grove STREET 10 E Dundee Rd CITY Buffalo Grove, Il 60089 INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

85-256129

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors covenant and agree to pay said indebtedness and the interest thereon as herein and in said Note or other evidence thereof provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the premises (including those hypothecated to the mortgagee), and all other taxes, special assessments, water charges, and sewer service charges against said premises shall be conclusively deemed to be the obligation of the mortgagee; (3) To keep the improvements now or hereafter upon said premises (including improvements made by the mortgagors or their heirs, assigns, or assigns) insured against fire and to provide liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption; for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptionman, or any assignee in a deed and in case of loss under such policies, the Mortgagee is authorized to adjust, collect, and receive all claims thereunder and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of them to be signed by the Mortgagee for such purposes; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the redemption of the premises or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) In case of fire, theft, destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings, and improvements thereon, or to pay the cost of such rebuilding or restoration, unless a special assessment or insurance premium shall not be sufficient to pay the amount necessary as they become due, then the Mortgagee shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagees.
2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagees agree to pay to the holder of the Note, when requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other hazards as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments accruing on the property (all as estimated by the holder of the Note); such sums to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and special assessments provided that such requests whether or not complied with shall not be construed to affect the obligations of the Mortgagees to pay such premiums, taxes and special assessments, and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagee shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagees.
3. The privilege is granted to make prepayments on principal of the Note on any interest payment date upon thirty days prior written notice provided, however, that all such prepayments in any calendar year in excess of twenty per cent (20%) of the original principal amount of the Note will be accepted only upon payment of a two per cent (2%) premium during the first three years after the date of the Note, one per cent (1%) thereafter, and one-half per cent (1/2%) thereafter.
4. Mortgagee may collect a late charge equal to one-tenth (1/10th) of one per cent (1%) on the unpaid balance of the indebtedness hereby secured for each aggregate monthly payment not made on the principal, interest, taxes, assessments, insurance premiums, or other charges, more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.
5. Mortgagees agree that Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the title of this instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. All costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the indebtedness hereby secured, including any other dispute or litigation affecting said debt or lien, including reasonably estimated attorney's fees, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagees to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall bear the same interest at the rate of _____ per cent (____%) per annum.
6. In case of default thereon, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagees in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on any account, or pay taxes, discharge, compromise or settle any tax lien or other lien or title or interest, or defend from any tax sale or forfeiture affecting said premises or content any tax or assessment. All moneys paid for any of the purposes herein stated and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee in its discretion to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of _____ per cent (____%) per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagees.
7. Mortgagee making any payment hereby made and relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.
8. At the option of the Mortgagee and without notice to Mortgagees, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable: (a) immediately in the case of default in making payment of any installment on the Note or on any other obligation secured hereby, or (b) when default shall occur and continue for three months in the case of any other obligation secured hereby, or (c) when default shall occur and continue for three months in the case of any other obligation secured hereby, or (d) when default shall occur and continue for three months in the case of any other obligation secured hereby.
9. In the event that Mortgagee or either of them (a) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagees' assets, or (b) make an assignment for the benefit of creditors, or (c) file a petition in bankruptcy, or admit in writing their inability to pay debts as they become due, or (d) make a general assignment for the benefit of creditors, or (e) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (f) file an answer admitting the material allegations of a petition filed against Mortgagee in any bankruptcy, reorganization, or insolvency proceeding, or (g) take any action for the purpose of effecting any of the foregoing, or (h) any order, judgment or decree shall be entered upon an application of a creditor of Mortgagee by a court of competent jurisdiction approving a petition for the appointment of a receiver or trustee of all or a substantial part of the assets of Mortgagee and Mortgagees, or (i) the receiver or trustee appointed by the court shall continue unassisted and in effect for as long a period of time as the court may determine, hereafter secured, shall become forthwith due and payable, whereupon the interest accrued on the Note and on other obligations hereby secured, shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such date; and thereupon the Mortgagee without notice or demand, may prosecute a suit at law and/or in equity as if all of the money secured hereby had matured prior to its institution. Furthermore, if exclusive proceedings should be instituted against the premises upon any other lien or claim, the Mortgagee may at its option immediately upon institution of such suit, during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.
10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree the cost of all expenditures and expenses which may be incurred or incurred by or on behalf of Mortgagee or attorneys for necessary or appropriate legal services for consultancy and expert witness, stenographic charges, publication costs and costs (which may be estimated) to be incurred by any tax sale or forfeiture of the premises or any other lien or title or interest, and all such abstracts of title, title searches and examinations, trustee certificates, and similar data and documents with respect to title as Mortgagee may deem it to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of _____ per cent (____%) per annum, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not such suit, commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.
11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such costs and expenses as herein provided; second, all other items which under the terms hereof constitute secured indebtedness or other claims to the extent that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.
12. Upon, or at any time after the filing of suit to foreclose this Mortgage, the Court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagees at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of said foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether the same be by sale or otherwise, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or useful in such cases for the protection (including insurance and repairs, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or (2) the principal and interest on this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency.
13. The Mortgagees will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of any stay or extension of mortgagee or any exemption from execution or sale of the premises or any part thereof, or any stay or extension of the term of any agreement in writing or verbal, which may affect the terms and covenants of the performance of this Mortgage, nor claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the relief or appraisal of the premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision hereof, or pursuant to the decree, judgment, or order of any court of competent jurisdiction; and the Mortgagees hereby expressly waive all benefit or advantage of any such law, and covenants not to hinder, delay, or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or delay had been made or enacted. The Mortgagees, for themselves and all who may claim under or from them, waive, to the extent that it may lawfully do so, all rights to have the mortgaged property marshaled upon any foreclosure hereof.
14. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the mortgagor, interposing same in an action at law upon the Note.
15. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagees or their assignees.
16. All avails, rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether created, now or at any time hereafter, in writing or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not accordantly and such pledge shall not be deemed to be in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, and make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned; and use such measures whether legal or equitable as it may deem proper to collect, collect the same, or to secure collection thereof, employ, retain agents or other employees, purchase and use such equipment, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree or order of foreclosure, and if any balance of income remains over after the full and substantial unconscionable default in performance of the Mortgagees' agreement herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagees any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but if not foreclosed, then until the expiration of the statutory period during which it may be saved, Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph.
17. In the event new buildings and improvements are now being or are to be erected or placed on the premises (that is, if this is a construction loan mortgage) and if Mortgagees do not complete the same within the time specified in accordance with the plans and specifications approved by Mortgagee, or if by the expiration of thirty days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the said work should remain abandoned for a period of thirty days, then and in either event, the entire principal sum of the Note secured by this Mortgage and interest thereon shall at once become due and payable, at the option of Mortgagee, and in the event of abandonment of work upon the construction of the said buildings or improvements for the period of thirty days as aforesaid, Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and moneys expended by Mortgagee in connection with such completion of construction shall be added to the principal amount of said Note and secured by this mortgage, and shall be payable by Mortgagees on demand, with interest at the rate of _____ per cent (____%) per annum. In the event Mortgagee shall elect to complete construction, Mortgagee shall have complete authority to employ independent contractors to complete the construction of the said buildings and improvements and protect the personal property thereon, to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Mortgagees, and to pay and discharge all debts, obligations and liabilities incurred thereby.
18. A reconveyance of said premises shall be made by the Mortgagee to the Mortgagees on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagees, and the payment of the reasonable fees of said Mortgagee.
19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagee, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the indebtedness on any part thereof, whether or not such persons shall have executed the Note of this Mortgage.

85251129

85251129