

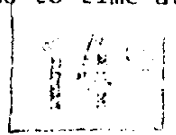
LIBERTYVILLE NATIONAL BANK

The undersigned, / [Name], a National Banking Association, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated September 16, 1985... Number 127... hereinafter referred to as the "Mortgagor", does hereby mortgage and convey to GOLF MILL STATE BANK... a banking Association having its principal office at 9101 Greenwood, Niles, Illinois... Cook State of Illinois, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND HEREBY MADE A PART HEREOF FOR LEGAL DESCRIPTION. *at the rate of One (1.0%) Percentage Point over the Prime Interest Rate in effect from time to time at Golf Mill State Bank--the Prime Interest Rate is subject to change

**Interest only on the unpaid principal balance remaining from time to time ++Three (3.0%) Percentage Points over the Prime Interest Rate in effect from time to time at Golf Mill State Bank--the Prime Interest Rate is subject to change

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Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected hereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including aircons, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves, water heaters, refrigerators, washing machines, clothes dryers, and all other such appliances (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lien holders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever for the uses herein set forth, free from all rights, claims and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive

TO SECURE (1) The payment of \$76,200.00 executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of SEVENTY-SIX THOUSAND TWO HUNDRED FIFTY & NO/100 Dollars (\$76,200.00), which Note

together with interest thereon as therein provided, is payable in monthly installments of \$1,000.00 commencing on the 28th day of November, 1985, which payments are to be applied, first, to interest, then to any unpaid arrear and the balance to principal, until said indebtedness is paid in full (2) The performance of other agreements in said Note, which is hereby incorporated herein and made a part hereof, and which provides, among other things, for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes (unless the Mortgagor has pledged an interest bearing savings account to satisfy estimated taxes) assessments, insurance premiums and other charges upon the mortgaged premises, (3) any future advances as hereinafter provided; and (4) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note. except that the final installment of both principal and interest, if not sooner paid, shall be due on the 28th day of April, 1987; THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said Note 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 said property (including those theretofore due), and to furnish Mortgagee, upon request, duplicate receipts herefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter on said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public 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 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 redemptioner, or an grantee in a Master's or Commissioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion all claims thereunder, and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-laws, regulations, and constituent documents governing said premises if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed on or upon any buildings or improvements on said property; (11) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said premises; (12) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of the Mortgagee.

B. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the benefit of the Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at _____ per cent per annum shall become an much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises, if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing here contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

C. That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or a later date or having been advanced shall have been repaid in part and further advances made at a later date.

D. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor, may, without notice to the Mortgagor, deal with such successor's interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

E. In the event the undersigned transfers the title or any part thereof or any interest therein, legal or equitable, or if the undersigned executes Articles of Agreement for Deed, a Contract of Sale for the property described in this Mortgage, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be held, to any person, corporation, or entity other than the undersigned, the then balance of principal and interest hereunder remaining unpaid shall immediately become due and payable, and upon demand by the holder of the Note, the undersigned promises to pay the same forthwith.

F. That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control or in custody of any court, or if the Mortgagor abandons any of said property or in the event of the transfer of, or agreement to transfer, any right, title or interest in said property or any portion thereof, or if the Mortgagor fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon said premises, or if Mortgagor defaults in the performance or payment of any other obligation or loan to the Mortgagee, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said Mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure sale may be made of the premises en masse without offering the several parts separately. That in the event that the ownership of said property, or any part thereof, becomes vested in a person other than the Mortgagor and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagor shall pay a reasonable fee to the Mortgagee to cover the cost of amending the records of the Mortgagee to show such change of ownership.

G. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill if filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness and costs, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed, he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued.

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and in case of said premises shall be nullified by the appointment of a trustee to possession of a receiver but he may elect to terminate any lease prior to the time hereof and upon foreclosure of said premises, there shall be all the same as if the lease had not been made...

H. In case the mortgaged property, 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...

I. All easements, rents, issues and profits of said 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 property, or any part thereof, whether said lease or agreement is written 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 secondarily and such pledge shall not be deemed merged 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 assets 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, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof...

J. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the rights of Mortgagee to require or enforce performance of the same or any other of said covenants, that wherever the context hereof requires the masculine pronouns used herein shall include the feminine and the neuter and the singular number, as used herein, shall include the plural, that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

K. The undersigned further agree to promptly pay to Mortgagee a delinquency charge on each ~~month~~ installment unpaid for a period of ten (10) days past its due date, equal to ~~one~~ percent of the installment or \$ 10.00, whichever is ~~more~~ more.

THE PROVISIONS OF THE RIDER WHICH IS ATTACHED HERETO ARE HEREBY MADE A PART HEREOF. This Mortgage is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the undersigned thereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability or being conferred personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcements of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, LIBERTYVILLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Vice President, the 28th day of October, 1985.

Mail to
THIS DOCUMENT PREPARED BY:
C. Foltman
Golf Mill State Bank
9101 Greenwood
Niles, Illinois 60648

LIBERTYVILLE NATIONAL BANK
as Trustee as aforesaid and not personally
By: *[Signature]*
Assistant Trust Officer
Attest: *[Signature]*
Vice President - Assistant Cashier

STATE OF ILLINOIS
COUNTY OF Lake } 88.

I, the undersigned
Steven A. Risley, Assistant Trust Officer of Libertyville National Bank
Charles F. Smith, Vice President of said Bank
and ~~we~~ who are personally known to me to be the same in name whose names are subscribed to the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Trust Officer - Assistant Cashier then and there acknowledged that said Assistant Trust Officer - Assistant Cashier as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Trust Officer - Assistant Cashier own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 28th day of October, 1985.
[Signature]
Notary Public
My Commission Expires Jan. 11, 1988

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RIDER TO MORTGAGE DATED OCTOBER 28, 1985 MADE BY LIBERTYVILLE NATIONAL BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 16, 1985 AND KNOWN AS TRUST NUMBER 127 TO GOLF MILL STATE BANK.

- L. MORTGAGOR(S) HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF JUDGEMENT OF FORECLOSURE OF THIS MORTGAGE ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OF JUDGEMENT CREDITORS OF THE MORTGAGOR(S) ACQUIRING ANY INTEREST OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.
- M. THE NOTE SECURED HEREBY IS FURTHER SECURED BY ALL LEASEHOLD IMPROVEMENTS AND STRUCTURAL IMPROVEMENTS INCLUDING BUT NOT LIMITED TO, ALL INVENTORY OF THE UNDERSIGNED AND BENEFICIARY OF THE UNDERSIGNED, ALL MACHINERY AND EQUIPMENT, FURNITURE AND FIXTURES, ALL AS FURTHER DETAILED AND DESCRIBED IN THAT CERTAIN SECURITY AGREEMENT BEARING EVEN DATE HERewith MADE BY THE UNDERSIGNED AND BENEFICIARIES OF THE UNDERSIGNED TO GOLF MILL STATE BANK ("SECURITY AGREEMENT"). ANY DEFAULT UNDER THE "SECURITY AGREEMENT" SHALL CONSTITUTE A DEFAULT HEREUNDER.
- N. THE NOTE SECURED HEREBY IS FURTHER SECURED BY A COLLATERAL ASSIGNMENT OF THE BENEFICIAL INTEREST IN, TO, AND UNDER THAT CERTAIN LAND TRUST IDENTIFIED AS LIBERTYVILLE NATIONAL BANK, TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 16, 1985 AND KNOWN AS TRUST NUMBER 125 WHICH LAND TRUST HOLDS TITLE TO THE PROPERTY COMMONLY KNOWN AS 1735 MITCHELL BOULEVARD, SCHAUMBURG, ILLINOIS AS EVIDENCED BY A SECURITY AGREEMENT BEARING EVEN DATE HERewith ("SECURITY AGREEMENT FOR BENEFICIAL INTEREST"). ANY DEFAULT UNDER THE "SECURITY AGREEMENT FOR BENEFICIAL INTEREST" SHALL CONSTITUTE A DEFAULT HEREUNDER.
- O. THE NOTE SECURED HEREBY IS FURTHER SECURED BY AN ASSIGNMENT TO GOLF MILL STATE BANK OF THAT CERTAIN INSTALLMENT AGREEMENT FOR WARRANTY DEED BY AND BETWEEN EDWARD HINZ AND GLENN C. HINZ AND BENEFICIARIES OF THE UNDERSIGNED AS EVIDENCED BY THE CERTAIN ASSIGNMENT MADE BY BENEFICIARIES OF THE UNDERSIGNED TO GOLF MILL STATE BANK ("ASSIGNMENT"). ANY DEFAULT UNDER THE "ASSIGNMENT" SHALL CONSTITUTE A DEFAULT HEREUNDER.

LIBERTYVILLE NATIONAL BANK AS
TRUSTEE AS AFORESAID AND
NOT PERSONALLY

By: [Signature]

Attest: [Signature]

02-01-307-023
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This instrument is executed by Libertyville National Bank not personally but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Libertyville National Bank herein are undertaken by it solely as Trustee as aforesaid and not individually, in all statements herein made are on information and belief and are to be construed accordingly and no personal liability shall be asserted or be enforced against Libertyville National Bank by reason of any of the terms, provisions, stipulations, covenants and or statements contained herein.

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EXHIBIT "A"

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PARCEL 1:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

THAT PART OF LOTS 1, 3, 4, 5, 6, AND 7 IN CAPRI GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 1, AND PART OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 3, 36 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF LOT 3; THENCE SOUTHWESTERLY ALONG A LINE 116 FEET SOUTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF LILLY LANE TO A LINE, SAID LINE BEING DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF LOT 1, 164 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER, TO A POINT ON THE NORTHWESTERLY LINE, 182 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT 116 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF LOT 1; THENCE NORTHEASTERLY ALONG A LINE 116 FEET NORTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE OF CAPRI DRIVE TO THE NORTHEASTERLY LINE OF LOT 7, SAID LINE BEING ALSO THE SOUTHWESTERLY LINE OF ROSE AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF ROSE AVENUE TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS:

PARCEL "B", DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT, 41 FEET SOUTHEASTERLY OF THE MOST NORTHERLY CORNER; THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE 200 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE, 84 FEET; THENCE NORTHEASTERLY AND PARALLEL TO THE NORTHWESTERLY LINE, 92 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE 84 FEET; THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND USE OF THE COMMON AREA AS THEREIN DEFINED, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 1, 1976 AND RECORDED JULY 9, 1976 AS DOCUMENT 23553187 AND AS CREATED BY THE DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NUMBER 33817 TO RALPH MARATEA AND ROSA MARATEA, HIS WIFE DATED JULY 1, 1976 AND RECORDED AUGUST 10, 1976 AS DOCUMENT NUMBER 23590983 AND BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NUMBER 33817 TO PETER DIBENEDETTO AND JOSEPHINE DIBENEDETTO, HIS WIFE, DATED JULY 1, 1976 AND RECORDED AUGUST 10, 1976 AS DOCUMENT NUMBER 23590984, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS:

1748-56 ROSE STREET, PALATINE, ILLINOIS.

TAX IDENTIFICATION NUMBER:

02-01-307-023-0000

~~02-01-307-024-0000~~

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