UNOFFICIAL COPY 3/2 403

THISINDE	NTURE, made		roper o	19 . 66	
between	Robert A.	Steinke a	ınd Frances	Ruth Steinke,	
hi <u>s</u> w	ife				
1215	Sunset	Mt.	Prospect,	Illinois	
(NO. AND	STREET) errod to as "M	ortgagors", ar	CITY) NBD AR N XXXXXXXXXXXXXXX	LINGTON (STATE) IT	s.
Korer xanen ad	CM20K3K-X1XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	83 € 900 €. Ko	insington Road	, Arlington Heights,	

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Above Space For Recorder's Use Only

shall be the Prime Rate for the corporation of the Shall be the Prime Rate for the corporation of the Shall be the Prime Rate for the corporation of the Shall be the Prime Rate for the corporation of the Shall be the Prime Rate for the corporation of the Shall be the Prime Rate for the corporation of the Shall be the Note may, from time to time, in writing appoint, and in absence of the Shall be appointment, then at the office of the Mortgage.

111A1 WHEREAS, the aforement of the Shall be the shall be the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint, and in absence of the Note may, from time to time, in writing appoint appoi

10-6-88 by Mortgagors to 10 tgagee and principal indebtedness under the aforementioned Note represents loans or advances from-

NOW, THEREFORE, the Mortgagers to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, the Credit Agreement, and the Note (and any extensions or renewals thereof), and the performance of the covenants and agreements contained herein and in the Credit Agreement, and also in consideration of the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, do by these presents MORIGAGE (and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real listate and all of their estate, right, title and interest therein, situate, lying, and being in VIIIage of Mt. Prospect COUNTY OF COOK AND STATE OF HEING'S, to with

Lot 100 in Green Acres Unit Three, being a Subdivision of part of the East 1/2 of the Northwest 1/4 of Section 14, Township & North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 08-14-120-016

1215 Somet, Mount Prospect

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

TOGETHER with all improvements, tenements, ensements, Institutes, and apportenances 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 car perity with said real estate and not secondarily) and all apparatos, equipment or articles now of hereafter therein or thereon used to supply heat, gas, at ce obtioning, water, light, power, refrigeration twhether single units or centrally controlled), and ventilation, including (without restricting the foregoing), we cere, window shades, storm doors and windows, floor coverings, mador beds, awnings, stoves and water heaters. All of the foregoing are declared to be recovering the fail estate whether physically

dows, floor coverings, mador beds, awnings, stoves and water heaters. An of the foregoing are declared to be y, and y said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the p emises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by sirtue of the Homestead Exemption Law of the State of Illicois, which said rights and

benefits the Mortgagors do hereby expressly telease and waive THIS MORIGACE is subject to the following described first mortgage or trust deed thereinafter "First Mortgage," the holder thereof being hereinafter referred to as the "First Mortgagee"):

Avondale Savings & Loan Assn.

THIS MORTGAGE secures not only existing indebtedness but also future advances under the aforementioned Note and Credit Agreement made within twenty (20) years from the date hereof to the same extent as if said advances were made on the date hereof although there may be no advance on the date hereof and although there may be no indebtedness outstanding at the time any advance is made.

THE MORTGAGORS HEREBY JOINTLY AND SEVERALLY COVENANT AND AGREE AS FOLLOWS:

1. Mortgagors shall pay when due all indebtedness, including principal and interest, under the Note and Credit Agreement and any other indebtedness secured hereunder and shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on the Mortgagors part to be performed or observed as provided herein, in the Note and in the Credit Agreement and this Mortgage shall secure such payment,

2. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien texcept for this Mortgage and the First Mortgage). (c) pay when due any indebtedness which may be secured by a lien or charge on the premises (no such lien or charge being permitted except for this Mortgage and the First Mortgage);(d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance, (g) comply in all respects with the terms and conditions of the Credit Agreement; and (h) comply in all respects with the terms and provisions of the First Mortgage.

3. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder. Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured herreby and any indebtedness superior hereto under the First Mortgage, all in companies reasonably satisfactory to the Mortgagee and the First Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee and First Mortgagee as their interests shall appear, to be evidenced by the standard mortgage clause to be attached to each policy (providing that the same shall not be terminated except upon ten (10) days prior written notice to Mortgagee), and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expirition.

- 5. In case of default thereof by Morg port, Horrace only, but eed not, historiany parinelly a pole time in a 4th erembefore required of Mortgagors in any form and manner deemed experient and, min real net make all operated by when the formal of interest on prior encumbrances, it any, including, without limitation, the low Mortgagors of jurchase, discharge, compraint or soft and set I en or other prior hen or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moness paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewish, including attorneys? fees, and any other moneys acts anced by Mortgage 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 Loan Rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors
- 6. The Mortgagee making any payment hereby authorized, relating to taxes or assessments, may do so according to any biff, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such biff, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 7. Mortgagors shall pay each item of indebtedness secured bereunder, both principal and interest, when due according to the terms bereof and of the Note and the Credit Agreement. At the option of the Mortgagee and without notice, demand or presentment to Mortgagots, all unpaid indebtedness esone and the Cream Agreement. At the option of the sourgeget and without money, defining of presenting to storigagots, all this active described by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable immediately [a) if there shall occur a default in payment of any installment of principal or interest under the Note within fifteen [15] days of the due date therein provided; or (b) if a breach of any representation or warranty of Mortgagots herein contained shall occur; or (c) if a default shall occur and comme for three days in the performance of any other covenant or agreement of the Mortgagors herein contained; or (d) if there shall occur an "Event of Default" as defined in the Note; or (e) if there shall occur a "Default" as defined in the Credit Agreement.
- R. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise. Mortgagee shall have the tight to foreclose the ben hereof. In any suit to foreclose the hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to nems to be expended after entry of the decree) of procuring all such stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after early of the deteree) of procuring an state abstracts of title, title searches, and examinations, title insurance policies. Foreign scriptioners, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit of to evidence to bidders at any sale which may be find pursuant to such decree the true condition of the title to 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 Loan Rate, when paid or mention to Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or clen later accurate of such tight to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or the recognitive terrors. threatened suit or proceeding which might affect the premises or the security hereof.
- 9. Subject to any prior rights of the least Mortgagee, the proceeds of any foreclosure sale of the premises shall be distributed and applied in the following 9. Subject to any prior rights in the rust Nortgage, the proceeds of any forecrosine sale of the premises shall be distributed and applied in two forecast of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest iberron as herein provided, third, all principal and interest remaining unpaid on the Note and Credit Agreement; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear
- 10. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made office before or after safe, without notice, without regard to the solvency or insolvency of Mortgagors 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 occiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure soil and, in case of the compliant of a well as during any further times when Mortgagors except for the intervention of such receiver, would be entitled to collect such tents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court fro, a time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any secree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provide for a application is made prior to foreclosine sale; and (b) the deficiency in case of a sale and
- 11. No action for the enforcement of the lien or of any provision (...eof shall be subject to any defense which would not be good and available to the party interposing same as in action at law upon the Note hereby secured.
 - 12. The Mortgagee shall have the right to inspect the premises at all casor able times and access thereto shall be permitted for that purpose.
- 13. If the payment of the indebtedness secured hereby or any part thereof or exemded or varied or if any part of the security be released, all persons now or at any time hereafter liable therefore, or interested in said premises, shall be he'd to assent to such extension, variation or release, and then liability and the lien and all provisions hereof shall cominue in full force, the right of recou se gainst all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 14. Under the Credit Agreement, Mortgagee has agreed to cause this Mortgage to be released at mortgagors expense (including recording fees and otherwise) whenever this Mortgage no longer secures any indebtedness under the You of Credit Agreement.
- 15. Mortgagors agree that they shall not cause, suffer or allow the conveyance, sale, trase, exchange, mortgage (other than this Mortgage or the Errst Mortgage), encumbrance (including, without limitation, mechanic's liens), attachment or other family or disposition of the premises or any part thereof, whether voluntary or involuntary by operation of taw, without the prior written consent of Mortgagee and any such unpermitted transfer or other disposition shall constitute a default hereunder and, as provided herein, Mortgagee may thereupon we hout notice, demand or presentment to Mortgagors declare all indebtedness secured hereunder to be immediately due and payable and may foreclose the benefit
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and the whether the succe	word "Morty or not such essors and a	and all provision here agors" when used here persons shall have execu- signs of the Mottgages	in shall include all stred the Note, the Consmed herein and	such persons and all fredit Agreement of the holder or hold	persont fiable for this Mortgage lets, from time t	n thể pắc cont of th The word VM origa	e indebtedness or an geP-when used berei	y part thereof.
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	(CITY)			(STATE)	KIIX		(ZIP CODE)	
	OR REC	ORDER'S OFFICE B	OX NO. 🗹		R.F. L.F.			FORM PLS 3