1, the undersigned, a Notary Public in and for said County State of Illinois, County of in the State aforesaid, DO HEREBY CERTIFY that Dana m"OFFICIAL SEAL" personally known to me to be the same person \_\_\_ whose name \_\_\_\_ subscribed to the foregoing instrument, CORINNE SPACEMEN, Notary Publi McHenry Course State of Illinois **W**i, Notary Public appeared before me this day in person, and acknowledged that \_\_\_\_\_\_\_\_ signed, sesied and delivered the said instrument as My Commission Expires 5/20/91 thur \_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the

ambers

right of homestead. day of Clugust Qiven under my hand and official seal, this 5/20/91 Commission expires \_

This instrument was prepared by C. S. Gondek, American National Bank of Arlingotn Heights

(NAME AND ADDRESS)
American National Bank of Arlington Hts., Mall this instrument to C. S. Gondak, 1 N. Dunton Avenue (NAME AND ADDRESS)

Illinois (SYATE)

Arlington Heights OR RECORDER'S OFFICE BOX NO. -

Dan

SIGNATURE(S)

12.00

Kevin R.

Hitzeman

\$12.00

60005 (ZIP COOK)

CHE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or the primities superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagoe; (4) comptets within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) snake no material alterations in said premises except as required by law or municipal ordinance.
- 2. 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 Mortgagors 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 contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgages the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts accured by mortgages or the mortgages's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt accured hereby or the holder thereof, then and in any such event, the Mortgagers, upon demand by the Mortgages, that ip pay such taxes or assessments, or reimburse the Mortgages therefor; provided, however, that if in the opinion of counsel for the Mortgages (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgages may elect, by notice in writing given to the Mortgagore, to declare all of the indebtedness accured hereby to be and become due and payable staty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagos, and the Mortgagos's successors or assigns, against any liability incorred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors chall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall here ill buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstor mender policies providing for payment by the insurence companies of moneys sufficient either to pay the cost of replacing or repairing the arm or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall solver 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 days prior to the respective dates of expiration.
- 7. In case of default therein, Morty car may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expensent, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, cor up mise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premise c. contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgages to protect the mortgaged premises and the lien hereof, fault be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagors shall never be considered as a waiver of any right accruing to the Mortgagor on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office wi not inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfelture, tax lien or the or claim thereof.

  9. Mortgagers shall pay each time of independing herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgages and without holice to Mortgagers, all unpaid indebtedness secured by this mortgage shall, notwith-standing 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 of principal or interest on the note, or (b) when default shall occur and continue for three slays in the performance of any other agreement of the Mortgagers herein contained.
- 10. When the indebtedness hereby secured shall become due whethe by acceleration or otherwise; Mortgages shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there while a silowed 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 Mortgages for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, polition costs and costs (which may be estimated as to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title. Mortgages may deem to be passonably necessary either to procecute such suit or to evidence to bidders at any sale which may be ind purporn 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 par grap mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at he highest rate now permitted by Illinois law, when paid or incurred by Mortgages in connection with (a) any proceeding, including probate and bankruptey proceedings, to which the Mortgages shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 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 items as (r) mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additions to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to forcelose this mortgage the court in which at the complaint is filed may oppoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without not
  - 13. No action for the enforcement of the ilen or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
  - 14. The Mortgages shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that DUITDOSS.
  - 15. The Mortgagors shall periodically deposit with the Mortgages such sums as the Mortgages may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
  - 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
  - 17. Mortgages shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtednessecured hereby and payment of a reasonable (se to Mortgages for the execution of such release.
  - 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgages" when used herein shall include the successors and assigns of the Mortgages named herein and the holder or holders, from time to time, of the note secured hereby.