

89497364

STATE OF ILLINOIS
COUNTY OF COOK

I, CAROL MOSELEY BRAUN, RECORDER, AND KEEPER OF THE RECORDS OF SAID RECORDER, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT THE FOLLOWING IS A TRUE AND CORRECT PHOTOGRAPHIC COPY OF THE RECORD OF A CERTAIN INSTRUMENT FILED IN SAID OFFICE THE Twenty-sixth DAY OF May 19 89 A.D. AS DOCUMENT NUMBER 89240049 RECORDED IN ~~BOOK~~ Jacket OF RECORDS, AT PAGE 6 pages.

89497364

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT CHICAGO, THIS Fifth DAY OF October 19 89 A.D.

BOX 260

Carol Moseley Braun LA
RECORDER

RERECORD TO CORRECT LEGAL DESCRIPTION

DEPT-01 \$12.00
141111 TRAM 5746 10/19/89 10:44:00
43702 + *-89-497364
COOK COUNTY RECORDER
DEPT-01 52.00
141111 TRAM 5746 10/19/89 10:44:00
43702 + *-89-497364
COOK COUNTY RECORDER

89497364

1400

UNOFFICIAL COPY

89240049

THIS INSTRUMENT PREPARED BY

201
DONNA BULDING

WHEN RECORDED MAIL TO
HOME SAVINGS OF AMERICA
PO BOX 7075
PASADENA CALIFORNIA 91109-7075

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN LOAN NO. 1077067 1

This Mortgage, made this 19th day of MAY, 1989 between
CHARLES J. MILLER, ~~XXXXXXXXXX~~ AND LAURA R. GILARDI, ~~XXXXXXXXXX~~ DIVORCED AND NOT SINCE
DIVORCED AND NOT SINCE REMARRIED ~~XXXXXXXXXX~~ REMARRIED

herein called BORROWER, whose address is 137 SOUTH WHITE BRANCH COURT
(number and street)

SCHAUMBURG
ILLINOIS

IL
(State)

60194
(Zip Code)

89240049 and

and HOME SAVINGS OF AMERICA, P.A. a corporation herein called LENDER whose address is PO Box 7075 Pasadena,
California 91109-7075

WITNESSETH Borrower hereby grants, conveys mortgages and warrants to Lender the real property legally described as
follows:

A PORTION OF FRACTIONAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF
DEEDS OF COOK COUNTY, ILLINOIS ON AUGUST 2, 1988, AS DOCUMENT NO. 88-346044 TOGETHER
WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID
DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE
IN ACCORDANCE WITH THE AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD.

COMMONLY KNOWN AS 137 SOUTH WHITE BRANCH COURT, SCHAMBERG, IL. 60194

PTN: 07-19-100-001

A.T.G.F.
BOX 270

89240049

892-01
74444
7558
7191 05/26/89 10:53:00
89-240049
COOK COUNTY RECORDER

RECORD TO CORRECT LEGAL DESCRIPTION

89497364

***UNIT 39-C-137 IN TOWNE PLACE CONDOMINIUM
SCHAUMBURG, ILLINOIS, AS DELINEATED ON
A SURVEY OF THE FOLLOWING DESCRIBED
REAL ESTATE:

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to all easements and rights
of way appurtenant thereto and to all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon,
including but not limited to all apparatus and equipment, whether or not physically affixed to the land or any building used to provide or
supply air cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry drying, dishwashing, garbage disposal
or other services, and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor
covering, awnings, ranges, ovens, water heaters and attached cabinets, if being intended and agreed that such items be conclusively
deemed to be affixed to and to be part of the real property therein conveyed hereto, and (c) all water and water rights (whether or not
appurtenant). Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm
the lien of this Mortgage on any such properties. The properties conveyed to Lender hereunder are hereinafter referred to as
"such property."

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property
covered by this Mortgage
FOR THE PURPOSE OF SECURING

- (1) Payment of the sum of \$ 96,000.00 with interest thereon according to the terms of a promissory
note of even date herewith and having a final maturity date of MAY 31, 2000 made by Borrower
payable to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such sums as may be incurred, paid out or
advanced by Lender, or may otherwise be due to Lender under any provision of this Mortgage and all modifications, extensions or
renewals thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in
any papers executed by Borrower relating to the loan secured hereby. (4) Performance of the loan secured hereby or any part thereof is for
the purpose of constructing improvements on such property, of each provision of agreement of Borrower contained in any building loan
agreement or other agreement between Borrower and Lender relating to such property. (5) The performance and keeping by Borrower of
each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all
other instruments creating Borrower's interest in or defining Borrower's rights in respect to such property. (6) Compliance by Borrower with
each and every monetary provision to be performed by Borrower under any declaration of condominium ownership, conditions and restrictions pertaining
to such property or any declaration of condominium ownership and upon written request of Lender the entire amount of Borrower's an-
nuity to pay mortgage and other charges, if the same have not been paid or existing steps taken to insure such payment with a 30
day after such written request is made. (7) All Lender's option payment, with interest thereon, of any other present or future indebtedness
or obligation of Borrower or of any successor in interest of Borrower to such property due to Lender, whether created directly or indirectly
by the sale or assignment of such property, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution
of this Mortgage or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in
interest of Borrower. (8) Performance of all agreements of Borrower to pay fees and charges to the Lender whether in or not herein set forth.
(9) Payment of charges, as allowed by law when such charges are made, for any state and regarding the obligation secured
hereby.

UNOFFICIAL COPY
3 2 4 9 7 3 6 4
TO PROTECT THE SECURITY OF THIS MORTGAGE AND TO SECURE THE PAYMENT OF THE LOAN...

(1) Construction of Property. To complete in good and workmanlike manner any building or improvement of real property...

(2) Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon...

(3) Fire and Casualty Insurance. To procure and maintain in force at all times fire and other types of insurance with respect to such property...

(4) Life, Health or Accidental Insurance. If Borrower shall maintain life, accident or health insurance and Lender shall be the owner of such policy...

(5) Taxes and Other Sums Due. To pay, satisfy and discharge all taxes, assessments for public improvements, and other sums due on such property...

(6) Impoundments. To pay to Lender, if Lender shall so request, in addition to any other payments required hereunder, monthly advance payments...

(7) Condemnation and Injury to Property. All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property, whether by way of judgment, settlement or otherwise...

(8) Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery. The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy...

(9) Litigation. Borrower shall defend this trust in any action or proceeding authorized, without obligation so to do to prosecute or defend any damages to or destruction of such property...

(10) Loan on Leasehold Estate. If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions and provisions of the instrument or instruments creating such leasehold...

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(11) **Prepayment Charge.** To pay any prepayment charge required under any note or obligation secured by this Mortgage in the event that Borrower shall have defaulted in the performance of any obligation secured by this Mortgage and Lender, by reason thereof, shall have declared all sums secured by this Mortgage immediately due and payable.

(12) **Failure of Borrower to Comply with Mortgage.** Should Borrower fail to make any payment, or fail to do any act required in this Mortgage, or fail to perform any obligation secured by this Mortgage, or do any act Borrower agreed not to do, Borrower shall be in default under this Mortgage. Lender, but without obligation to do so and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof and without contesting the validity or amount of the same, may set pay or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. Lender being authorized to enter upon such property for such purposes as to pay, purchase, contest or collect any sum secured hereunder, charge or lien, with or without judgment as to the priority of such lien, and to incur and disburse any such power may necessarily expend. Borrower agrees to repay any amount so expended on demand of Lender.

(13) **Sums Advanced to Borrower and To Be Added to Indebtedness.** To pay immediately upon demand any sums advanced or paid by Lender or Borrower under any clause or provision of this Mortgage. Any such sum until it is repaid shall be secured hereunder and bear interest from the date it was advanced or paid at the same interest rate, so may be adjusted from time to time as such interest shall accrue and such sum and interest thereon be secured by this Mortgage.

(14) **Application of Funds.** Lender shall have the right at its sole discretion to direct the manner in which payments of principal shall be applied upon or allocated among the various items constituting Borrower's indebtedness or obligations secured hereby.

(15) **Obligation of Borrower Joint and Several.** If more than one person is named as Borrower, each obligation of Borrower shall be the joint and several obligation of each such person.

(16) **Acceleration Clause; Right of Lender to Declare All Sums Due on any Transfer, Etc.** Lender shall have the right, at its option, to declare any indebtedness and obligations secured hereby, irrespective of the maturity date specified in any note or agreement evidencing the same due and payable within 30 days after such declaration if (a) Borrower or any successor in interest to Borrower of such property sells, enters into a contract of sale, conveys or alienates such property or any part thereof, or suffers the title or any interest therein to be divested, whether voluntarily or involuntarily or leases such property or any part thereof for a term of more than 3 years, or changes or permits to be changed the character of use of such property, or dies or extracts or enters into a lease for the drilling for or extracting of gas or other hydrocarbon substance or any mineral of any kind or character on such property, or (b) Borrower is a partnership and the interest of a general partner is assigned or transferred, or (c) Borrower is a corporation and more than 25% of the corporate stock is sold, transferred or assigned during a 12 month period, or (d) Borrower is a trust and there is a change of beneficial interest with respect to more than 25% of such property, or (e) Borrower has made any material misrepresentation or failed to disclose any material fact in these certain articles and other written representations and disclosures made by Borrower in order to induce Lender to enter into the transaction secured hereby, or (f) by the promissory note or notes or agreements which this Mortgage secures.

(17) **No Waiver by Lender.** No waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right secured to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence that may be deemed a violation to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Borrower that Borrower was obligated hereunder, but failed to make or perform, or by adding any payment to or performing any act on behalf of Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder or to declare a default for failure so to pay such other sums or to perform such other acts.

(18) **Modification in Writing.** This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower or any successor in interest to Borrower and Lender.

(19) **Right to Collect and Receive Rents and Profits.** Notwithstanding any other provisions hereof, Lender hereby grants its permission to Borrower to collect and retain the rents, income issues and profits of such property as they become due and payable, until Lender exercises the right to revoke such permission at any time with or without cause by notice in writing to Borrower mailed to Borrower at his last known address. In any event, such permission to Borrower automatically shall be revoked upon default by Borrower in payment of any indebtedness secured hereby or in the performance of any agreement hereunder. On any such default, Lender may at any time without notice, either in person, by agent or by receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of such property or any part thereof, make, cancel, enter into or modify leases, obtain and collect rents, set or modify rents in its own name, or otherwise collect the rents, income issues and profits thereof, including if it so elects tenants, set or modify rents in its own name, or otherwise collect the rents, income issues and profits thereof, including if it so elects tenants, set or modify rents in its own name, and apply the same less costs and expenses of operation and collection, upon any indebtedness secured hereby and past due and unpaid, and apply the same less costs and expenses of operation and collection, upon any person for the collection or non-collection of any rents, income, issues or profits, nor to file a claim or enforce any of the foregoing rights. The entering upon and taking possession of such property, the collection of such rents, income issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(20) **Remedies.** No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Borrower or to Lender or to which either of them or to others so entitled may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after any Mortgagee's sale is made hereunder, and on any default of Borrower, Lender may, at its option, offset against any indebtedness owing by it to Borrower, the whole or any part of the indebtedness secured hereby. The Lender is hereby authorized and empowered at its option, without any obligation to do so, and without affecting the obligations hereof to apply toward the payment of any indebtedness secured hereby, any and all sums or money, or credits, or being owing to Borrower and which the Lender may have in its possession or under its control, including, among other things, any funds held by Lender under paragraph (6) hereof.

In order to assure the definiteness and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset which Borrower now or hereafter may have against Lender, of claims and no offset may be by Lender, shall relieve Borrower from paying installments on the obligations secured hereby as they become due.

(21) **Foreclosure of Mortgage.** When the indebtedness hereby secured shall become due, either by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof in any suit to foreclose the lien hereof, to which shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documents and expert evidence, stenographer's charges, publication cost and costs of procuring all abstracts of title or commitments for title insurance. Such fees, charges and costs may be established as to items to be expended after entry of the decree as Lender may deem 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 to or the value of the Property. All expenditures and expenses of the nature of this paragraph mentioned shall be borne so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate specified in the Note. Such expenditures and expenses shall include expenses made in connection with any proceedings to which Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured, for preparation for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, and preparations for the defense of any threatened suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced, (d) any efforts for collection of any past due indebtedness secured hereby. The proceeds of any foreclosure sale of the Property 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 are mentioned in this paragraph hereof, second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage, third, any surplus to Borrower, his legal representatives or assigns, as their rights may appear.

(22) **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint filed may appoint a receiver of the property or may appoint Lender as Mortgagee in possession. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver of the person or persons, if any liable for the payment of the indebtedness secured hereby and without regard to the then value of the property, whether the same shall be then occupied as a homestead or not. Such receiver or Mortgagee in possession shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit, as well as during any further times when Borrower, his successors or assigns, 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 are usual in such cases for the protection, possession, control, management and operation of the property during the whole said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness and other sums secured hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale, the property, or so much thereof as may then be affected by this Mortgage, may be sold in one parcel.

(23) **Waiver of Statute of Limitations.** Time is of the essence as to all of Borrower's obligations hereunder, and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

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(24) Future Advances. Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when given and the notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage include sums advanced in accordance herewith to protect the security of this Mortgage beyond the principal amount of the Note plus

(25) Inspection and Business Records. Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for non-mortgage residential income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Lender which will be in form suitable for preparing statements to the generally accepted accounting principles and practices, which statements shall cover the financial statements relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver in writing such other additional information as required by Lender relating to any of such financial statements.

(26) Governing Law; Severability. The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the note or other notes secured by this Mortgage.

(27) Offsets. No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender, and in respect to the indebtedness now or hereafter secured hereby Borrower waives, to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby and further waives the benefits of any applicable law, regulation or procedure which provides or substantially provides that when cross demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is brought or commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are counteracted so far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his claim be barred by the applicable statute of limitations.

(28) Misrepresentation or Misstatements. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the note or notes which this Mortgage secures, and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender, at its option and without prejudice, shall have the right to declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and payable.

(29) Waiver of Homestead. Borrower hereby waives all right of homestead exemption in such property.

(30) Notice to Borrower. Any notice to the Borrower provided for in the note or the Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by this note at the time notice is given.

(31) General Provisions. (a) This Mortgage applies to, inures to, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter; the singular number includes the plural, and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage and shall not be used in construing it.

(32) Adjustable Rate Mortgage Provisions. The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with monthly increase or decrease in an index, all as provided in said Note. From time to time the monthly installment payment due under said Note may not be sufficient to pay all interest due in which case unpaid interest will be added to principal. In no case shall the unpaid interest added to the principal exceed 150% of the original principal indebtedness.

Borrowers warrant that each of the names on each of the copies of said instrument is the name of the person to whom the same is being delivered.

Signature of Borrower

X Charles J. Miller
CHARLES J. MILLER

X Laura R. Gillman
LAURA R. GILLMAN

State of Illinois COOK County of COOK

I, LINDA M. WAGNER, a Notary Public in and for said county and state, do hereby certify that

CHARLES J. MILLER, EXHIBITION AND LAURA R. GILLMAN, EXHIBITION DIVORCED & NOT SINCE REMARRIED

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 and delivered the same instrument as THEIR free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of May, 1989

My commission expires 10/23/89

Linda M. Wagner
Notary Public

STANDARD

LUAN 40, 1077-169-1

UNOFFICIAL COPY

1512-101-002

5088 SOLBERG

RECORDS MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS

Mortgage and Assignment of Debt
ADJUSTABLE INTEREST RATE LOAN

LOAN NO. 1077049-1

This Mortgage, made this 19th day of MAY, 1989

CHARLES J. MILLER, HUSBAND and LAURA R. GHILARDI, WIFE, DIVORCED AND NOT SINCE REMARRIED
DIVORCED AND NOT SINCE REMARRIED

herein called BORROWER whose address is 137 SOUTH WHITE BRANCH COURT
(number and street)

SCHAUMBURG
(CITY)

IL
(STATE)

60194
(ZIP CODE)

892400-19

and HOME SAVINGS OF AMERICA, F.A., a corporation herein called LENDER whose address is P.O. Box 7075, Pasadena, California 91109-7075.

WITNESSETH, Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as follows:

A PORTION OF FRACTIONAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON AUGUST 2, 1986, AS DOCUMENT NO. 88-346044 TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH THE AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD.

COMMONLY KNOWN AS 137 SOUTH WHITE BRANCH COURT, SCHLAUMBURG, IL. 60194

PTN: 07-19-100-001

ATLGE
50X 370

152100MS

REPT-81
78449 TRM 7191 05/26/89 10:51:00
6738 0 0 -89-240049
COOK COUNTY RECORDER

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in or to all easements and rights of any appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery, rugs, carpeting and floor covering, ranges, ovens, water heaters and attached cabinets; if being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights (whether or not appurtenant) Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm the lien of this Mortgage on any such properties. The properties conveyed to Lender hereunder are hereinafter referred to as "such property."

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property covered by this Mortgage

FOR THE PURPOSE OF SECURING

- (1) Payment of the sum of \$ 94,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of MAY 20, 2019 made by Borrower payable to Lender or order, and all modifications, extensions or renewals thereof;
- (2) Payment of such sums as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender under any provision of this Mortgage and all modifications, extensions or renewals thereof;
- (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the loan secured hereby;
- (4) Performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each provision or agreement of Borrower contained in any building loan agreement or other agreement between Borrower and Lender relating to such property;
- (5) The performance and keeping by Borrower of each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property;
- (6) Compliance by Borrower with each and every mandatory provision to be performed by Borrower under any declaration of covenants, conditions and restrictions pertaining to such property or any declaration of condominium ownership and upon written request of Lender the enforcement by Borrower of any covenant to pay maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within 90 days after such written request is made;
- (7) If Lender's option, payment, with interest thereon, of any other present or future indebtedness or obligation of Borrower (or of any successor in interest of Borrower to such property) due to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in interest of Borrower;
- (8) Performance of all agreements of Borrower to pay fees and charges to the Lender whether or not hereinafter set forth;
- (9) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

Handwritten signature or initials