For Use With Note Form No. 1447

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THIS INDENTURE, madeMarch_1		19 <u></u>
Anne C. Hinkamo and Mark Hinkam	p	
605 Brier Street		
Kenilworth, Illinois		
(NO. AND STREET) herein referred to as "Mortgagors," and	(CITY) ba-Lee A. Trotte:	r and Lucia
Fleming, solely as Trustees of Trust for Anne Under Trust Agre	the Robert Trots egent Dated May	ter Gift 3. 1982
c/o Conrad Fisher, William Slai		
(NO AND STREET)	יינים יענים)	icago, Illinois

which, with the property hereinafter described, is referred to berein as the

ES093796

#101 #5 #5 #5 #5 TO PET 121 #101 #5 #5 #5 #5 TO PET 121 ାଧାର ହିଲ୍ଞିନ୍ଦିନ୍ତିହିଛିଛି ଆଧାର ସଭ୍ୟକ୍ତ

Above Space For Recorder's Use Only herein referred to as "Mortgagee," witnesseth sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 15th day of Narch 2015, and all of said principal and in crest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the offer of the Mortgagoe at C/O Contac Fisher, William Blair Investments, 135 S. LaSalle St., Chicago, Illinois NOW, THEREFORE, the Mortgagors' is secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the reformance of the covenants and agreements bettern contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hard fauld, the receipt whereof is hereby acknowledged, do by these presents CON EY AND WARRANT unto the Mortgagee, and the Mortgagee's successor, and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, has and being in the City of Kenil Lincoln, to wish.

COUNTY OF 1995.

AND STATE OF ILLINOIS, to wish. and being in the <u>City of Kenilmorth</u> <u>COUNTY OF 1998</u> AND STATE OF HALINOIS, to Lot 2 in Manus' Indian Hill Subdivision No. 4, Being a Subdivision of the North 5.33-1/3 chains of that part __COUNTY OF ___ \$29%.... AND STATE OF ILLINOIS, to wit of the South Half of the Northwest Quarte, of Section 28, Township 42 North, Hange 13, East of the Third Principal Meridian, Lying East of the Conter Road, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 05-28-103-026-0000 Address(es) of Real Estate: 605 Brier Street, Kenilworth, Illinois

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto below give, and all rents, issues and profits thereof for so long and during all such times as Mortgago is may be entitled thereto (which are piedged primarily and on a polity of this aid real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air condition of a witer, light, power, refingeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), streems will she shades, storm doors and windows, floor coverings, mador belds, awnings, store and water heaters. All of the foregoing are declared to be a part of said-real course whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgago's or their successors or assigns shall be considered as constituting part of the real estate.

TO MAME AND TO MOST by the assimilar models between the content of the con

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forese. For he purposes, and upon the uses in set forth, free from all rights and benefits under and by sirtue of the Homestead Exemption Laws of the State of Funds. This has drights and benefits

the Morrgagors do hereby expressly release and waive.

The name of a record owner is: Anne C. Hinkamp and Mark Hinkamp. The name of a record owner is: This mortgage consists of two jin by reference and are a part h vor gage) are incorporated

Witness the hand PLEASE PRINT OR Anne C. Hinkamo PE NAMELS SIGNATURE(S

it the undersigned, a Notary Public in and for said County in the State aforesaid. DO HEREBY CERTIFY that Anne C. Hinkano and Mark Hinkano WEIGHT BEG FIGURE A TABLE PROPERTY TO THE PROPERTY OF THE USES AND PUTPOSES THE P MPRESS SEAL HERE

de de liste Given under my hand and official seal, this ... Commission expires 2-2-49

anstrument was prepared by Julie 4. Mayer, Katten Muchin & Zavis, 525 L. Monroe St., Ste. 1580, Chicago, El 50606 Maufilias instrument to Julie A. Mayer, Katten Muchin & Zavis, 525 K. Norroe St., Ste. 1500, Chicago, IL

MAME AND ADDRESS

Z_ : j\$j*1E

City

State of Illinois, County of

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO SO PAGE 1 (THE 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 charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any 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) make 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 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 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 Mortgagee 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 motgages or debts secured by mortgages or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (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 Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (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 taw. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability in used 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 shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided up said note.
- 6. Mortgagors shall keer all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windst are order policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the laine or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in the of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shalf 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 days prior to the respective dates of expiration.
- 7. In case of default therein, Mc magage may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, inc' may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compositive or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection a retwith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged 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 highest rate now permitted by Illinois law. 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.
- 8. The Mortgagee making any payment hereby autor cited relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office with or inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or time or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mouth ned, both principal and interest, when due according to the term-hereof. At the option of the Mortgagee and without notice to Mu tgagors, 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 days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether or 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 for sale all expenditures and expenses which may be paid or incurred by c. 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 items 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 as hostgagee may deem 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 to or the value of the premises. All expenditures and expenses of the nature in this paisgrap' mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the inhest rate row permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured: or the 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.
- II. 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 are minimized 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 thereon as herein provided; third, all principal and interest remaining unpaid on the note form 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 foreclose this mortgage the court in which such complaint 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 Mortgagors at the time of application for such receiver and without regard to the then value of the receiver shall be then occupied as a homestead or not, and the Mortgagor may be appointed as such receiver. Such releiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 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 by any decree 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, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. 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 party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee 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. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee 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 "Mortgagere" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.