herein referred to as "Mortgagee," witnesseth

CAUTION Co

THIS INDENTURE, madeBRUCE A. HORIGAN and					
of 36 Park Drive, Glenview, Illinois 60025  (NO AND STREET) herein referred to as "Mongagors," and IMMANUEL CHURCH OF THE NEW  JERUSALEM, an Illinois religious corporation, at					
74 Park Drive, Glenvie	ew, Illinois 600	25 (STATE)			

g or acting under this form. Neither the publisher rior the seller of this form Including any werranty of merchantebility or fitness for a particular purpose

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(\$ 54,200.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate ard ir installments as provided in said note, with a final payment of the balance due on the 29th day of April ... 1990, and all of said principal and inverest 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 effect of the Mortgagee at 74 Park Drive. Glenview. Illinois 60025

NOW, THEREFORE, the Mortgagors of 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 feet intinance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand feed, the receipt whereof is hereby acknowledged, do by these presents CONVEY 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, sinuste, lying and being in the VIIIage of Glenviey.

COUNTY OF Cook AND STATE OF ILLINOIS, to wit: COUNTY OF COOK

> LOT 36 IN THE SUBDIVISION OF ALL THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 AND THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 LYING WEST OF THE CENTER OF THE MIGHWAY OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

Permanent Real Estate Index Number(s): 04-34-104-071-0000

Address(es) of Real Estate: 36 Park Drive, Glenview, Illinois 60025

89203695

TOGETHER with all improvements, tenements, easements, fixtures, and appartenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagurs may be entitled thereto (which are pledged primarily and on a painty with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air condition all, witer, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, win low chades, storm doors and windows. floor coverings, mador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real of the left physically altached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgager is or their successors or assigns shall be considered as constituting part of the real eviate.

TO HAVE AND TO HOLD the premises unto the Mortgager, and the Mortgager's successors and assigns forever, for the purposes, and upon the uses.

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 virtue of the Homestead Exemption Laws of the State of Illiums which said rights and benefits the Morigagors do hereby expressly release and warve.

The name of a record owner is: Bruce A. Horigan and Erika S. Horigan, his wife.

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this a ortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW Erika S. Horigan (Scal) SIGNATURE(S) Bruce A. Horigan

State of Illinois, County of Cook I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Bruce A. Horigan and Erika S. Horigan, his

(STATE)

IMPRESTICIAL B. COLE personally known to me to be the same person . S. . whose name S. ...... subscribed to the foregoing instrument, TARE URLIC STATE OF Expansive of before me this day in person, and acknowledged that the ey signed, sealed and delivered the said instrument as MISSION ELP. OCT. 7, LANGE 11 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the

Given under my hand and official seal, this Commission expires 10/7	29th	day of	April	19.89
This instrument was prepared by Michael				Notary Publi

(NAME AND ADDRESS)

Mail this instrument to Michael S. Cole, Attorney, 116 Park Drive, Glenview, Illinois 60025 (NAME AND ADDRESS)

(CITY)

THE COVENANTS, CONDITION OF PROVISIONS REFERRED TO ON 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 crection 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 mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage of the debt secure 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 law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee'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 is 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 in said note.
- 6. Mortgagors shall leer all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstor a under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing he same 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 sink cliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver teneral policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mostgapes may, but need not, make any payment or perform any act hereinbefore required of Mostgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise 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 therewith, including attorneys' fees, and any other moneys advanced by Mostgage 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 thereof at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right actruite to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby at the rized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office wi no it inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien of the or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness hereir mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgage and without notice to Morigagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, tecome 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, by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditure and expenses which may be paid or incurred by on behalf of Mortgagee for attorneys' fees, appraise's fees, outlays for decimentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to be expended after fitty of the decree) of procuring all such abstract of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such that for to evidence to bidders at any sale which may be nad published to such decree the true condition of the title for the value of the premises. All expenditures and expenses of the nature in this paragral h mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by 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 defendant, by reason of this mortgage of any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of sic., 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 a rementioned 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; 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 foreclose this mortgage the court in which suc', complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, winout regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value or are remises or whether the same shall be then occupied as a homestead or not, and the Mortgagoe may be appointed as such receiver. Such acceiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclostic 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 pay ment 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 "Mortgagee" 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.

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