## IOFFICIAL ICOPY

THIS INDENTURE, made	June 7	, 19 <u>89</u> .
between William R. Car	kon and Sally L.	Carlson,
3305 Dove Street	Rolling Meadow	s, Illinois
(NO. AND STREET)	(CITY)	(STATE)
		TON BEIOUTE

herein referred to as "Mortgagors", and NBD ARLINGTON HEIGHTS BANK, 900 E. Kensington Road, Arlington Heights, Illinois, herein referred to as "Mortgagee", witnesseth:

89272445

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagoe upon a Promissory notetal of even date herewith ("Note(s)"), in the maximum printipal sum of THIRTY THOUSAND AND NO/100 \_\_\_\_\_\_\_ DOLLARS (\*\_\_30.,000.00.\_\_\_\_\_) payable to the order of and delivered to the Mortgagee, in and by which Note(s) the Mortgagors promise to pay the said principal sum and interest as follows: principal and interest (applied first to accrued interest, then to principal) is due monthly in the full amount of principal in interest outstanding or, in the greater amount of 0 two percent (2%) of the principal balance outstanding hereunder as of the statement date; or (0) all accrued interest hereunder as of the stateme a date, or (Bi) One Hundred Dollars (\*100.00) with the entire balance of interest and principal due five (5) years from date

All of said principal and interest is made payable at such place as the holders of the Note(s) may, from time to time, in writing appoint, and in absence of such appointment then at the office of the Mortgagee.

THAT WHEREAS, the africe continued Notels and this Mortgage have been issued prusuant to a Credit Agreement(s) ("Credit Agreement") dated \_\_\_\_\_\_. June 7, 1989 by Mortgagors to Mortgage and principal indebtedness under the aforementioned Notels) represents loans or advances from time to time made or der the Credit Agreement(s) by Mortgagore to or for the account of Mortgagors.

NOW, THEREFORE, the Mortgage with the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, the Cre' is Agreement(s) and the Note(s) fand any extensions or renewals thereoft, and the performance of the covenants and agreements contained herein and in the Credit Agreement(s) and also in consideration of the sum of One Dollar in band paid, the receipt of which is hereby acknowledged, do by these prescents MORICAGE AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate. (git, title and interest therein, situate, bring and being in \_\_\_ Rolling Meadows \_\_\_\_\_ COUNTY OF \_\_\_\_ COOK END STATE OF ILLINOIS, to with COUNTY OF .....

LOT 2703 in Rolling Meadows Unit No. 19, being a Subdivision of part of the North East Quarter of Section 36, Township 42 North, Range 10, East of the Third Principal Meridian in Cook County, Illinots oung.

P.T.N. 02-36-213-023

89272445

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances there is belonging and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are piedged primarily and or, a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply hent, gar, p', conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water henters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the members by Mortgagors or their successors are retrieved as convitation part of the real estate.

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, forey it for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the S are of Illinois, which said rights and

benefits the Mortgagors do hereby expressly release and waive.

THIS MORTGAGE is subject to the following described first mortgage or trust deed (hereinafter "First Mor gage" the holder thereof being hereinafter referred to as the "First Mortgagee"):

NBD Arlington Heights Bank

THIS MORTGAGE secures not only existing indebtedness but also future advances under the aforementioned Notels) and Creat Agreement(s) 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 bereaf and although there may be no indebtedness outstanding at the time any advance is made.

THE MORTGAGORS HEREBY JOIN'BY AND SEVERALLY COVENANT AND AGREE AS FOLLOWS

- 1. Mortgagoes shall pay when due all indebtedness, including principal and interest, under the Note(s) and Credit Agreement(s) 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 Notets) and in the Credit Agreementist and this Mortgage shall secure such payment, performance and observance.
- 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 (except 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(s); and (h) comply in all respects with the terms and provisions of the First Morigage.
- 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 expiration.

- 5. In case of default thereof by Mortgagors, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expellict. In may, but need not, make tall A partial payments of principal of interest on prior encumbrances, if any, including, without limitation, the rits Not talle and prechase, die arge, common ise or sattle any tax lies are other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture a feeting are premises or cannot any tax or reasonet. If thosely 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 Mortgagee 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 Rute. Inaction of Mortgagee shall never be considered as a waiver of any right necroing to the Mortgagors.
- 6. 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 without inquiry into the accuracy of such bill, 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 hereof and of the Notes and the Credit Agreements. At the option of the Mortgage and without notice, demand or presentment to Mortgagors, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Notes 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 Notes) within fifteen (15) days of the due date therein provided; or (b) if a breach of any representation or warranty of Mortgagors herein contained shall occur; or (c) if a default shall occur and continue for three days in the performance of any other covernant or agreement of the Mortgagors berein contained; or (d) if there shall occur an "Event of Default" as defined in the Notes or (e) if there shall occur a "Default" as defined in the Credit Agreement(s).
- 8. When the indebtedness hereby secured shall become due, whether by 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 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 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 Mortgagee 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 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 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 or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for threatened suit or processing which might affect the premises or the security hereof.
- 9. Subject to any prior sight of the First Mortgagee, the proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, on a verint of all costs and expenses incident to the foreclosure proceedings including all such items as are mentioned in the preceding paragraph hereof; sevend, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Notets), with interest thereof are "erich provided, third, all principal and interest remaining unpaid on the Note(s) and Credit Agreementisk fourth, any overplus to Mortgagors, their heils, "gail representatives or assigns, as their rights may appear.
- 10, Upon or at any time after the tilling 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 minute ither 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 premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver 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 Novegegors, 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 from this et a 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 be 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, provide the happlication is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.
- 11. No action for the enforcement of the lien or of any provisio ) hereof 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 hereb, or ored.
  - 12. The Mortgagee shall have the right to inspect the premises at all remonable times and access thereto shall be permitted for that purpose.
- 13. If the payment of the indebtedness secured hereby or any part there of be extended 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 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.
  - 14. Under the Credit Agreement(s), Mortgagee has agreed to cause this Mortgage, o be released at mortgagors expense linehaling recording fees and otherwise) whenever this Mortgage no longer secures any indebtedness under the Nortest or Credit Agreement(s).
- 15. Mortgagors agree that they shall not cause, suffer or allow the conveyance, sale, iese, exchange, mortgage (other than this Mortgage or the First Mortgage), encumbrance (including, without limitation, mechanic's liens), attachment or the transfer or disposition of the premises or any part thereof, whether voluntary or involuntary by operation of law, 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 thereu, on without notice, demand or presentment to Mortgagors declare all indebtedness secured hereunder to be immediately due and payable and may foreclare the lien hereof.
- 16. 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 fact ment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note(s), the Credit Agreement(s) or this Mortgage," ne word "Mortgage" when used herein shall include the successors and assigns of the Mortgage named herein and the holder or holders from time to time, of the Note(s) secured hereby.

  Witness the hand, and seal, of Mortgagors the day and yell firs/Sabove written.

PLEAS PRINT (	SE ·	WILLIAM R. CARLSON	(Seal)	I WO YEAR VALUE	LSON LSON	2(Seal) \$1		
TYI NAME BELO SIGNATURE(	(S) )W		(Seal)		1864 - <del>275 06/15</del> E 2 <b>29</b> COUNTY RECORDER	27(Stat 4		
State of Illinois	,	1, the undersigned, a Notary Pub	olic in and for said county in the S	tate aforesaid, DO HERERY	CERTIFY THAT			
lounty of Book	) 55.	William R. Carlson and Sally L. Carlson, his wife						
otary Public, S ly Commission	L SEAL ckingh State of Expires 1 TYYYYY Given und	Achded known to me to be the whose name is	subscribed to the foregoin sy signed, seale ses and purposes therein set forth	g instrument, appeared beford and delivered the said instru- i, including the release and with the said instru- Notary Public June	ment us this day in perment us their piver of the right of hon	on, and		
<u> </u>		ument was prepared by:				272445		
Mail II		natiument to: NBD AR	RLINGTON HEIGHTS BAN	K		S		
0	Arli	ington Heights	Illinois		60004			
	(CITY)		(STATE)		(ZIP CODE)			
	OR REC	ORDER'S OFFICE BOX NO		2 m		FORM #LS 3		