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THIS INDENTURE, made August 7 Donald P. Riff and Alison Bell Riff, his wife, 403 North East Avenue, Oak Park, Illinois 60302 (NO ANDSTREET)

berein referred to as "Mortgagors," and Joseph F. Bell and/or Elaine T. Bell, 208 South Grace Elmhurst, Illinois INO AND STREET,

become ferred to as "Mortgagee," witnesseth-

(5 \$125,000.00), payable to the order of and delivered to the Mortgagee, in and my which find the Mortgagers promise to pay the said principle. sum and interest at the rate and it installments as provided in said note, with a final payment of the balance due on the 1st day of August 2000 and all of said principal and interest are made pasable at such place as the honors of the forting to make it must be made in writing appoint, and in absence of such appointment, then at the office of the Mortgages at 208 South Grace; Elmhurst, Illinois

COOK COUNTY, ILLUNCIS

NOW. THEREFORE, the Mortgan risk secure the pastment of the said principal same it to be and interest in accordance with the terms, provinces and initiations of this mortgage, and the pirth irmance of the concents and agreements better contained by the Mortgagers to be performed, and also in consideration of the sum of One Dollar in han fined, the receipt wherevil is bereby acknowledged, do by these presents CONFY AND WARRANT unto the Mortgages, souccessor and assigns, the following described Real State and also time estate, right, time and interest and increase is successor. Indicate the control of Cook ... AND STATE OF ILLINOIS, to wit

Mortgagee, and the Mortgagee's successor and assigns, the following described Real and being in the Village of Oak 20rk COUNTY OF Lots 4 and 5 in Cook and (coville's Subdivasion of Blocks 8 to 19 inclusive in Scoville's Subdivision of Wes: 1/2 of the Northeast 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illicois. which, with the property becomulter described, is referred to herein as the "pro-Permanent Real Estate Index Number(s): 16-07-202-012 and 16-07-202-013 Addresses of Peal Estate 403 North East Avenue, Oak Part, Illinois TOXOF THER with a comprosements, tenements, casements, fixtures, and appurenance stretch before the and a tents, as and profits thereof for soing and during all such times as Mortgagors may be entitled theretos which are piedged primiting and on a profits of the sadded and not secondarias, and apparatus, equipment or articles inswere hereafter therein or the tens used to supply head go a found from solder or in power retrieved as made units or centrally controlled and semination, including controlled therefore, Secondaria, secondaria, which the conservings, made before another and windows their conservings, made before another another and windows the conservings, made before another another and windows the conservings, made before another another and windows the constitution and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises he Mortgagors. The I success to or assigns should constituting part of the real estate.

TO HALE AND TO HALE D the exercise of the secondaria and apparatus of the real estate. CONSIDER AND TO HOLD the premies unto the Mortgages, and the Mortgages was account and assigns force of the fire pullbook and around the mortgages was account and assigns force of the fire of the fire and the mortgages was accounted to the Nortgages was and assigns force of the fire and fire and the fire and the fire and the fire and fire and fire and fire and fire the Mortgages who hereby expresses release and have

The name of a record owner is DONALG P. RIFE and Alison Bell RIFE

This marriage consists of two pages. The constitute, observed and approximate appearing on page 2 the reverse side of this constitute and provides approximate the fire and account of the fire account of the of Morganity the gas and year site above writter Witness the hand antidos I wan tell Nounce of Donald P. Riff Cook I the undersupped, a Notice Public is and the wall own to a server and a public P. Riff and Alison Bell Riff, his wife, white him 5 are ared hetitle me this day in person, and acomominate cittle 🦠 🦠 the 😭 is ared, seared and deciseled the sold instrument as cheir they and soluntary act if in the uses are courses other entitle to the business and warren of the Line gillell .94 EDRUKRY Rose & Ross, Ltd., 4215 Firehoff Road, Rolling Meadows, 50008 Mailthe restrement to Rose & Ross, Ltd., 4215 Kirchoff Road, Rolling Meadows, IL 60008

THE COVENANTS, COMMITTIONS OF PROVISIONS REFARRED COPIGE I (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 providen to the Mortgagee; (4) complete within a reasonable time any building or 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 nay 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 Mortgagore 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 or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, 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 Mortgagoe, and the Mortgagoe's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time at 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 be, all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds orre under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing in some or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, it case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and she if diver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver mieral policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein. Morigagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in my 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, compremise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said preinties 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 Mortgagee to protect the mortgaged premises and the lien hereo', 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 Mortgagoes shall never be considered as a waiver of any right accruance or the Mortgagoe on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby and orized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office vit out inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or into or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein remaine à both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become cue and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (6) 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 where the 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 expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorness 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 ofortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had purruant 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 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 Mortgages shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage (a not included as which might affect the premises or the security bereof.
- 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 are mentioned 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 new, 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 with 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 or the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagor may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the perdency 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 aclease.
- 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 "Mortgager" 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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RIDER

It is further agreed by and between the parties hereto as follows:

- 1. In the event of the entry of a Judgment of Dissolution of Marriage between the Mortgagors, the full balance remaining due on indebtedness shall be paid within six (6) months following notice by the mortgagees or their successors, heirs, beneficiaries and assigns.
- 2. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in mortgagor's is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment, in full, of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this instrument.

If Mortgagee exercises this option Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than six (6) months from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this instrument without further notice or demand on Mortgager.

Dated: August 7, 1990.

Donald P. Riff

Alison Bell Riff-

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