SIB SESSE BENIE CHARACTURES

1801 First Avenue + Rock Falls, Illinois 61071 815,625-1110, + FAX 815 625-1445 **3**0586580

MORTGAGE

THIS INDENTURE WITNESSETH That the	undersigned,G	eorge I. Du	ipre' Divil	AND NOT E	MRD
					of th
Village of Barrington Hills	County of	Cook	9	State of Illinois, here	einafter referred t
as the Mortgagor, does hereby Mortgage and Wa	rrant to			••	•
COM	MUNITY STATE	EBANK OF ROC	CK FALLS		
an illinois corporation, hereinaitei referred to as th			tate, situated in the	County	
of <u>Cook</u> in the State	e of Illinois, to wit:				
Lot 8 in Oakdene Subdivision, a	subdivisio	n of that p	part of the	West $1/2$ of	Section
2 and that part of the East $1/2$		•	•	**	
Third Principal Meridian, accord	ding to the	plat there	of recorded	November 2:	3, 1959 a <u>s</u>
Document Number 17718384 in Cool	k County, I	llinois.			
P.1.N. 01-02-300-025-0000					1
Commonly known as 47 Oakdene Ros	ad, Barring	ton Hills,	IL 60010	4	

TOGETHER with a! buildings, improvements, fixtures or appurtenances now or hereafter erected thereor, including all apparatus, equipment, fixtures or articles, whether in single units or centrality controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventillation or other services and arry other thing now or hereafter installed therein or thereon, including, but not limited to, screens, window shades, storm closes and windows, floor coverings, screen cloors, built-in beds, awnings, stoves, built-in ovens, water washers, drivers and display units all of which are declared to be a part of said real estate whether physically attached thereto or not

TOGETHER with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter hacking due under or by virtue of any lease whether written or verbal, or arry agreement for the use of occupancy of said property or any type. It parts thereof, which may have been heretofore, or may be hereafter made or agreed to, of which may be made and agreed to by the floorigance under the power herein granted to it, it being the intention hereby to establish an absolute transfer and assignment to the Mortgage of the leases and agreements existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such avaits, rents, issues and profits, or to secure and minimal possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of said profits is any party or parties, at its discretion, with power to use and apply said avaits, issues and profits to the payment or all expenses, tarry and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appuinter ances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under any statute of limitations and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor Ones hereby release and waive

Upon payment of the obligation hereby secured, and performance of pli obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker or his assigned trigether with his mortgage duty cancelled. A reasonable fee shall be paid for cancellation and release

TO SECURE

1 The payment of a note and the performance of the obligation therein contained executed and delivered concumently herewith by
the Murigagor to the Morigagee in the sum of CNE_HENDRED_TWENTY_FIVE_TPURSAND_AND_NG/1507HS
s 125,000.00
College schools are supply as a second of a second order supply and a second order supply as a s

3. All of the covenants and agreements in said note (which is made a part of this mortgage contract) a id this mortgage

A THE MORTGAGOR COVENANTS

11-To pay all taxes, assessments, hyzard insurance premiums and other charges when due (2) keep the irrin overnents now or heritafter upon said pramises insured against damage by fire, windstorm and such other hazards or liability as the friendage may require to be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of rever option, for the full maurance value thereof in such companies and in such form as shall be satisfactors to the Mortgagee, such insurarise culties shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of forecassing sale payable to the owner of the certificate of sale, and in case of loss, the Mortgagee is authorized to adjust, collect and compromise in its discretion, all claims under such policies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance comparies, the Mortgagee is authorized in its discretion to apply the proceeds of ariy such insurance to the discharge of any obligation insured against, to a restoration of the property or to the indebtedness of the Mortgagor and any application to the indebtedness shall not relieve the Mortgagor from making monthly payments until the debt is paid in full; (3) to apply for secure, assign to Mortgagee and carry such disability insurance and life insurance as may be required by Mortgagee in companies acceptable to Mongagor, and in a form acceptable to it, and such disability insurance may be required in an amount riot in excess of payments necessary to pay the sums secured by this mixing age and such life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage, (4) riol to commit or suffer any waste of such property, and to maintain the same in good condition and repair, (6) to promisity pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien or mechanics or materialmen shall attach to said property. (6) not to suffer or permit any untawful use of or any nuisance to exist upon said property, (7) not to diminish or impair the value of said property or the security intended to be effected by virtue of this mortgage by any act or omission to act. (8) to appear in arid defend any proceeding which in the opinion of the Mortgageé affects its security herounder, and to pay all costs, expenses and attorneys, fees incurred or paid by the Mortgagee irr any proceeding in which it may participate in any capacity by reason of this mortgage. By that the mortgaged premises will at all times be maintained, revailed and operated in accordance with the Building, Fire, Zoning, Health and Saritation Laws and Ordinances of any governmental board, authority or agency having jurisdiction over the mongaged premises: (10) not to suffer or permit without the written permission or consent of the Mongagee being first had and obtained, (a) any use of said property for a purpose other than that for which the same is now used; (b) any alterations. Edditions to demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereufter upon said property. (c) a purchase upon conclional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or up in any building or improvement upon said property. (d) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property

THE MORTGAGOR FURTHER COVENANTS

(1) That in case of his failure to perform any of his coveriants treatin, the Mong his may do on behalf of the Mongagor everything so sovernamed; that said Mongagor hisy also do any sol it may deam necessary to protect the lien of this mongage, and that the Mongagor

42.7

- (2) That in the event the ownership of said property or any part thereof bocomes vested in a person or entity other than the Mongagor, the Mongages may, without notice to the Mongagor, deal with such successor or successors in interest with refurence to this montgage and the debt nereby secured in the same manner as the Mongagor, and may forbear to sue or may extend time for payment of the debt secured hereby without discharging or many way affecting the liability of the Mongagor hereunder or upon the debt nereby secured.
- (3) That time is of the essence hereof and it default be made in performance of any covenant herein contained or in making any payment under said. Note or any extension or reriewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filling of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the property of the Mortgagor be placed under control of or in custody of any court, or if the Mortgagor shall sell said property under a contract for deed, then and in any of slid events, the Mortgagor is hereby authorized and empowered at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not gage to the empedied by the Mortgagor, and apply toward the payment of said mortgage indebteness any indebtedness of the Mortgagor, and said Mortgagor, and said Mortgagor, and said mortgagor to foreclose this mortgage.
- (4) When the Indebteuress 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 decrees 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 expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraises to see supervised after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies. Tomens or rife ites, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such aut 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 sect red hereby and immediately due and payable, with interest thereon at the highest rate permitted by illinois law, when paid or incurred by mining ages in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, with error splaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; of (b) preparations for the commenced; or (c) preparation for the defense of any actual or breatened suit or proceeding which might affect the premises or the security hereof.
- (5) The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, 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 when the terms hereof construite secured indebtedness additional to that evidenced by the note, with interest thereon as herein provide it third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, the heirs, legal representative or assign; or the Mortgagor, as their rights may appear.
- (6) Upon or at any time after the filing of a con plaint to foreclose this mongage 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 Mongagor at the time of application for such insolvency and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and he Mongagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises when power to collect the rents, issues and profits of said premises when deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mongagor, 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 full 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. If in part of (a) 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 hereot or of such (ecree) provided such application is made prior to foreclosure saile; (b) the deficiency in case of a saile and deficiency.
- (7) That each right, power and remedy herein conferred upon the Mongager is cumulative of every other right of remedy of the Mongager, whether herein or by law conferred, and may be enforced, concurrently the eventh; that no waiver by the Mongager of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mongager, to require or enforce performance of the same or any other of said covenants; that wherever the context herr of requires, the masculine gender, as used herein, shall include the ferrinine, and the singular number, as used therein, shall include the rural; that all rights and obligations under this montgage shall extend to and be binding on the respective neits, executors, administrative, successors and assigns of the Mongager.
- (8) That in the event title shall be conveyed to any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then the Mortgagee after such transfer of title shall have the right to adjust the annual rate of interest to be paid under the terms of the note secure of hereunder. Whenever the Mortgagee, or its successors or assigns of all increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate, and the streeties date of any such increase shall be the date of such transfer or conveyance.

COOK COUNTY ILLINOIS

1999 DEC 3 PH 3 04

90586580

AD. 19 90 George T. Supre	Carrie	uricersigne	d has hereuri		na and seal ii	nis 16th	day of UC	SEA
processors the section of the sectio		Taranta da	(SEAL)		e de la compania de La compania de la co	ا مداده و فوراجوهما بالنبياد	SEA
State of Illinois County of Whilteside) SS	, ,						
***************************************	lersigned		in the second of		i de la composición d La composición de la	. a Notary	Public in and	tor said Count
in the State alcresaid, DO HE pensonally known to me to be					s, is	* * *. *	ارانیونی آنوی کلید آن در دری	gan baya ya ka ba ba sa ba
subscribed to the foregoing in and delivered the said instrum	strument app	eared before	nie this day	in person an	d acknowled			
onth, including the release an	d waiver of the	night of hor	nestead.	C > C	rober		AD, 19 9	
GEVEN under my hand a SYLVUA FF	7EY ,	\$ ·	1	MCK	14G	TWU		
	of ill role	2		ctary Public	A Committee of the Comm		t	

0586580