

Permanent Real Estate Tax Index No. 02-319-001-0000

Address of Property: 1579 W. Edgewater Lane, Palatine, Illinois 60067

MORTGAGE

\$19.00

THIS MORTGAGE made this 21st day of February, 1990 between DOUGLAS E. MARRISON and KATHY E. MARRISON, his wife, (hereinafter called "Mortgagors"), and STANLEY A. RAUCH and ARLENE RAUCH, his wife, or the survivor of them, of Schaumburg, Illinois (hereinafter called "Mortgagee"):

WHEREAS, Mortgagors have executed an Installment Note of even date herewith, in the principal sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS payable to the order of Mortgagee at Mortgagee's place of business in Schaumburg, Illinois or at such other place as the holder of said Note may from time to time in writing designate, in and by which Note that said Mortgagors promise to pay the principal sum thereof with interest on the balance of principal remaining from time to time unpaid at the rate of nine percent (9%) per annum, in installments as follows: Eight Hundred Four and 63/100 (\$804.63) Dollars on the 1st day of April, 1990, and Eight Hundred Four and 63/100 (\$804.63) Dollars on the 1st day of each month thereafter until this Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of March, 1990. This Note further provides that payments shall be applied first to interest due and then on account of the principal thereof.

Now this Mortgage witnesseth that Mortgagors, to secure payment of the indebtedness secured by the Installment Note described herein in accordance with the terms and provisions of the said Note and the performance of the covenants and agreements herein contained, and also in consideration of the sum of One Dollar (\$1.00) paid by Mortgagee to Mortgagors, the receipt whereof is hereby acknowledged, Mortgagors hereby grant, bargain, sell, convey and mortgage unto Stanley A. Rauch and Arlene Rauch, his wife, or the survivor of them, of Schaumburg, Illinois, their heirs, administrators, executors, successors and assigns, the real estate described in Exhibit "A" which is attached hereto and incorporated herein by reference, together with all fixtures appurtenant thereto, insofar as they now are or may hereafter belong to or be used with the said real estate or the buildings thereon, it being the intention of the parties hereto that, whether or not attached to said real estate, all appliances, apparatus, equipment, articles and things owned by Mortgagors and now or hereafter in, upon or used in connection with said real estate, to maintain or enjoy the same or to produce, supply, utilize, distribute, or control, by single unit or otherwise, heat, light, power, water, gas, electricity, refrigeration, sanitation, ventilation, air conditioning, cooling or circulation, or to dispose of or treat refuse, or to cool, heat or treat water, including but without restriction the foregoing, whether physically attached thereto or not, and shall be a part of the security for

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the debt herein mentioned, and shall be covered by this mortgage, and together with all and singular and buildings and improvements, whether now or hereafter erected, tenements, hereditaments, privileges, easements and appurtenances thereto now or hereafter belonging and the rents, issues and profits thereof (which are pledged primarily and on a parity with said real estate and not secondarily) and also all the estate, right, title and interest of the Mortgagor in and to the said real estate, TO HAVE AND TO HOLD the real estate unto Mortgagee, their successors and assigns, forever, for the purposes herein set forth.

All of the foregoing collectively shall be deemed to be and shall be hereinafter referred to as the "premises."

This mortgage is given to secure the repayment of the principal and interest of the Demand Note more fully hereinabove described.

This Mortgage shall also secure additional loans hereafter made by the then holder of the note secured hereby to Mortgagors provided that no such additional loan shall be made if the making thereof would cause the total principal indebtedness secured hereby to exceed the amount of the original principal indebtedness stated herein. Each such additional loan shall be evidenced by a note or other evidence of indebtedness identifying such additional loan as part of the indebtedness secured hereby, and shall mature not later than the then maturity date of the original indebtedness secured hereby. Nothing herein contained shall imply any obligation on the part of any holder of said note to make any such additional loan.

And Mortgagors hereby expressly covenant and agree as follows:

1. To pay or cause to be paid, when due, all sums secured hereby.
2. Until the debt is fully paid, to pay all general taxes before penalty attaches thereto, and to pay when due all special taxes and assessments, water and sewer service charges, and other charges which may become a lien against the premises; to prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment that Mortgagors may desire to contest. Receipts showing full payment of all taxes and assessments shall be delivered to Mortgagee promptly after payment.
3. To repair, restore or rebuild promptly any building or improvement now or hereafter on the mortgaged premises which may become damaged or be destroyed, to keep the premises in good condition and repair without waste, to complete within a reasonable time any building or buildings now or at any time in process or erection upon the premises, to comply with all requirements or law or municipal ordinances with respect to the premises and the use thereof, to make no material alteration in the premises except as required by law or municipal ordinance, or authorized by Mortgagee, not to suffer any lien of mechanics or materialmen, or any other lien or claim for lien to attach to the premises, to pay, when due, any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and on request, to exhibit to Mortgagee satisfactory evidence of the discharge of such prior lien or

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claim. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

4. Until the debt is fully paid, to provide, maintain and deliver to Mortgagee policies of fire, and, if required by Mortgagee, tornado, windstorm or other insurance, in companies, forms and amounts and with mortgage clauses satisfactory to Mortgagee, upon the buildings and improvements now or hereafter situated on the mortgaged premises, and to deliver to Mortgagee, with mortgage clauses satisfactory to Mortgagee, all insurance policies of any kind or in any amount now or hereafter issued upon the premises, and at least ten (10) days before the expiration of an existing policy, to deposit with Mortgagee a policy to replace such expiring policy. Full power is hereby conferred on Mortgagee to settle or compromise all claims under all policies and to demand, receive and receipt for all monies becoming payable thereunder, and to assign all policies to any subsequent owner of the note or to the purchaser of the premises at any foreclosure or execution sale, and in the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to Mortgagee, which at Mortgagee's sole and absolute discretion, may apply the same or a part thereof, as a payment on account of the debt secured hereby, whether or not then due and payable, or shall apply the same, or a part thereof, toward the alteration, reconstruction, repair or restoration of the premises either to the portion thereof by which said loss was sustained or any other portion thereof, without in any way affecting the lien of this instrument or the obligations of the Mortgagors or any other person for the payment of the indebtedness hereby secured.

5. If any of the covenants hereof are not performed by Mortgagors as herein provided, Mortgagee may, but need not, make any payment or perform any act hereinbefore or hereinafter required of Mortgagors in any form or manner and to any extent deemed expedient. Mortgagee may make full or partial payments of principal or interest on prior liens. On the failure of Mortgagors to pay taxes or assessments before the same become delinquent, or to pay any liens of mechanics or materialmen or any other lien or to maintain insurance as above provided then Mortgagee, at Mortgagee's option, may pay such taxes or special assessments or redeem the premises from any tax sale or purchase any tax title obtained (and Mortgagee, in 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), may pay or settle any suits or claims for liens of mechanics or materialmen or other liens which may be made against the real estate, or may procure and pay for such insurance. 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 real estate or the lien hereof, shall be so much additional indebtedness secured here by and shall become immediately due and payable without notice and with interest thereon at the original rate provided in the Demand Note secured hereby. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend money for taxes, assessments, or for any other purpose. Inaction of Mortgagee shall never be construed as a waiver

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of any right accruing to Mortgagee on account of any default hereunder on the part of Mortgagors.

6. If default shall be made in payment, at the time and place and in the manner provided, of all or any part of the said debt or interest thereon or of any other sums hereby secured, if any mechanic's or other claim, lien or encumbrance which might be prior or equal in lien to the lien of this mortgage be created upon or attach to all or any part of the premises, in the event of the passage after the date of this mortgage of any law of the State of Indiana deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages for state or local purposes or the manner of the collection of any such taxes so as to make it obligatory on Mortgagee to pay such tax, or if default shall be made in the full performance of any covenant or agreement of this mortgage, then and in every such case, the whole debt secured by this mortgage, with all interest thereon, and all other amounts hereby secured shall, at the option of the Mortgagee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure of or other proceeding upon this mortgage or by any other proper, legal or equitable procedure without declaration of such option and without notice.

7. If the time for the payment of the debt, or any part thereof be extended, Mortgagors and all persons now or at any time hereafter liable for the payment of the debt, or interest in said premises, shall be held to assent to such extension, 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 Mortgagee notwithstanding the extension.

8. 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 attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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, guaranty policies, 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 debt secured hereby and immediately due and payable with interest thereon the original rate provided in the Demand Note secured hereby, when paid or incurred by Mortgagee in connection with (a) any proceeding, including foreclosure, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage, or any indebtedness hereby secured, (b) 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 threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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9. 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 the 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 premises or whether the same shall be then occupied as a homestead or not. Such receiver shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, 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 debts 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, or (2) the deficiency in case of a sale and deficiency. Mortgagors consent to the appointment of any officer or employee of or any other person designated by Mortgagee as such receiver.

10. 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 the same in an action at law upon the note hereby secured.

11. Mortgagors shall deliver to Mortgagee at any time on Mortgagee's request, all leases, abstracts, guaranty policies, surveys and other papers relating to said premises, and in case of foreclosure hereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining a deed to said premises by reason of such foreclosure.

12. Until default in any of the covenants of this mortgage or in the payment of principal and interest as provided in said note, when due, the Mortgagors may remain in possession of said real estate; but in case of any default as aforesaid, Mortgagee shall be entitled to immediate possession of the premises and to collect the rents, issues and profits thereof, including rents accrued prior to default, to apply on the indebtedness and costs hereby secured and may enter without process of law, using such force as may be necessary, and in such case all tenants in possession are hereby directed to attorn to Mortgagee.

13. If required by Mortgagee, Mortgagors shall pay to Mortgagee with the monthly payments of principal and interest a prorated portion of the taxes, assessments and insurance premiums next to become due, as estimated by the Mortgagee, so that Mortgagee will have sufficient funds on hand to pay taxes, assessments and insurance premiums thirty (30) days before the delinquency date thereof. Any deficit shall immediately be paid by Mortgagors to Mortgagee. Money so held shall not bear interest and upon default may be applied by Mortgagee on account of the mortgage indebtedness.

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14. Any award of damages resulting from condemnation proceedings or the taking or injury of the mortgaged premises for public use (all such awards, to the total amount of the indebtedness secured by this mortgage are hereby transferred and assigned to Mortgagee) shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, at Mortgagee's option, after payment of all of Mortgagee's expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured and Mortgagee is hereby authorized on behalf and in the name of Mortgagors, to execute and deliver valid acquittances and to appeal from any such award.

15. The rights and remedies of Mortgagee are cumulative and may be exercised as often and whenever occasion therefor arises, and failure of Mortgagee to exercise such rights and remedies, or any of them however often, shall not be deemed a waiver thereof.

16. That if any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured hereby), to which action or proceeding the Mortgagee is or becomes a party or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the Mortgagee for the expense of any litigation (including reasonable counsel fees) to prosecute or defend the rights and lien created by this mortgage shall on notice and demand be paid by the Mortgagors, together with the interest thereon the original rate provided in the Demand Note secured hereby, and shall be a lien on the premises, prior to any right or title to, interest in or claim upon the premises subordinate to the lien of this mortgage, and shall be deemed to be secured by this mortgage and evidenced by the note; in any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured hereby, the provision of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

17. A reconveyance of said real estate shall be made by Mortgagee to Mortgagors on full payment of the indebtedness secured hereby, the performance of the covenants and agreements herein made by Mortgagors, and the payment of the reasonable fees of Mortgagee when said reconveyance deed is issued. Further, Mortgagee shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Mortgage.

18. As an inducement to Stanley A. Rauch and Arlene Rauch, his wife, of Schaumburg, Illinois to make this loan and as security for this loan, the Mortgagors hereby consent and agree that if the Mortgagors herein or any of their successors in title shall deed, transfer or convey the mortgaged premises, or any part thereof, during the life of this mortgage without first obtaining the written consent of the Mortgagee, the Mortgagee may elect to consider the entire mortgage debt, including principal, interest and any and all other charges immediately due and payable and the said Mortgagee may elect to institute foreclosure proceedings thereon.

19. Each of the covenants and conditions of this mortgage shall bind the parties named above as "Mortgagors," and their respective heirs, administrators, executors, successors and assigns, and shall inure to the benefit of and be available to the heirs, administrators, executors,

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successors and assigns of Mortgagee. The term "Mortgagors" shall include the parties executing this mortgage, their respective heirs, administrators, executors, successors and assigns. The term "Mortgagee" shall include the heirs, administrators, executors, successors and assigns of the Mortgagee.

IN WITNESS WHEREOF, the Mortgagors, Douglas E. Marrison and Kathy E. Marrison, his wife, have caused this mortgage to be executed by them the day and year first above written.

Douglas E. Marrison  
DOUGLAS E. MARRISON

Kathy E. Marrison  
KATHY E. MARRISON

Property of Cook County Clerk's Office

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that DOUGLAS E. MARRISON and KATHY E. MARRISON, his wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of February, 1990.

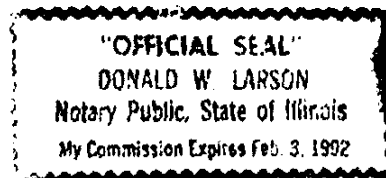
Donald W. Larson  
Notary Public

My Commission Expires: 2/3/92

BOX 888 - GG

This Document Prepared By and Mail To:

RUUD & LARSON  
Attorneys at Law  
3800 North Wilke Road, Suite 200  
Arlington Heights, Illinois 60004  
(708) 259-2660



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## EXHIBIT A

Lot 30 in Morgan's Gate Subdivision, being a subdivision of part of the North East 1/4 and the South East 1/4 of Section 8, and the South West 1/4 of Section 9, all in Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded August 3, 1987 as Document 87425912, in Cook County, Illinois.

Address of Property: 1579 West Edgewater Lane, Palatine, Illinois

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