

Permanent Tax No. 06-21-202-006 Commonly known as 12 Larkspur Lane, Streamwood, Illinois

described realty:

convey to MORTGAGEE, its successors and assigns, the following

note, MORTGAGOR by these presents does grant, mortgage and

NOW THEREFORE, in order to secure the payment of the

3. Upon the sale of the involved property.

2. Upon termination, in any event whatsoever, whether voluntarily or involuntarily, of the employment of Donald W. Naught with Jerrico, Inc.;

1. Upon the second anniversary date of this Mortgage;

dates:

payable upon the earliest to occur of the following events or

noninterest-bearing promissory note of even date, due and

DOLLARS (\$61,726.00), to MORTGAGOR, as evidenced by MORTGAGOR'S

principal sum of SIXTY-ONE THOUSAND SEVEN HUNDRED TWENTY-SIX

WHEREAS, MORTGAGEE has advanced and loaned the

WITNESSETH:

(hereinafter called the MORTGAGEE).

101 Jerrico Drive, Lexington, Fayette County, Kentucky

Kentucky corporation, having its principal place of business at

(hereinafter called the MORTGAGOR), and Jerrico, Inc., a

and between Donald W. and Rosemary C. Naught, husband and wife

THIS MORTGAGE made this 20 day of June, 1940, by

\$16.00

MORTGAGE 90312129

1950 JUN 29 PM 12:58

COOK COUNTY, ILLINOIS FILED FOR RECORD

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 15th day of June, 1905.

CLERK OF THE COURT

By _____

By _____

By _____

By _____

By _____

By _____

Property of Cook County Clerk's Office

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Lot 6 in Surrey Meadows, being a Subdivision in the Northeast quarter of Section 21, and the Northwest quarter of Section 22, Township 41 North, Range 9, East of the third principal meridian, according to the Plat thereof recorded September 24, 1987 as Document #87522492, in Cook County, Illinois.

Being the same property conveyed to Donald W. and Rosemary C. Naught, husband and wife, by Deed dated August 31, 1988 from the Anden Group, a California Limited Partnership and recorded in the aforesaid clerk's office as Document #88410966.

TO HAVE AND TO HOLD the same together with all buildings, structures and improvements thereon and all appurtenances thereunto belonging or in anywise appertaining.

THE MORTGAGOR generally warrants the title to said real estate and covenants that MORTGAGOR has full right to mortgage and convey the same; that the same is free from all encumbrances, liens, claims or charges prior to or equal with this mortgage except for a first mortgage to Draper & Kramer, Inc., in the original principal amount of ONE HUNDRED TEN THOUSAND SEVEN HUNDRED DOLLARS (\$110,700.00) which is recorded in the office of the Cook County Clerk as Document #88410967.

And MORTGAGOR, in order to more fully secure the obligations herein imposed, covenants that:

1. MORTGAGOR will promptly pay when due all taxes, assessments and apportionment warrants levied against the premises.
2. MORTGAGOR will keep the premises insured at its expense against fire, wind and other hazards designated by MORTGAGEE, in an amount equal to the maximum insurable value of the premises; said policy or policies shall bear a loss clause payable to MORTGAGEE. MORTGAGOR shall deliver a certificate of insurance to MORTGAGEE.
3. MORTGAGOR will not remove, demolish or alter the design of any structure thereon, whether now existing or hereafter constructed, without MORTGAGEE's written consent.
4. MORTGAGOR will maintain the premises and all improvements thereon in good repair at its own expense. MORTGAGOR specifically authorizes MORTGAGEE and its duly authorized representatives to enter upon and to inspect the premises at all reasonable times to cause repairs to be made thereto if the same shall not be made by MORTGAGOR within five (5) days after being notified by MORTGAGEE that such action is necessary.
5. MORTGAGOR will not lease the premises or any part thereof for more than one year or create any other mortgage or lien thereon without the prior written consent of MORTGAGEE.
6. If the life of one or more of the MORTGAGORS is

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

NOTED: This document contains information that is exempt from public release under the Freedom of Information Act, 5 U.S.C. 552(b)(7)(C).

IT IS HEREBY ORDERED that this document be sealed and its contents not be disclosed to the public.

IT IS FURTHER ORDERED that this document be stored in a secure location and its contents not be disclosed to the public.

IT IS ORDERED that this document be destroyed when it is no longer needed for official purposes.

IT IS ORDERED that this document be kept confidential and its contents not be disclosed to the public.

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Property of Cook County Clerk's Office

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- 1. MORTGAGOR will promptly pay when due all taxes, assessments and apportionment warrants levied against the premises.
- 2. MORTGAGOR will keep the premises insured at its expense against fire, wind and other hazards designated by MORTGAGEE, in an amount equal to the maximum insurable value of the premises; said policy or policies shall bear a loss clause payable to MORTGAGEE. MORTGAGOR shall deliver a certificate of insurance to MORTGAGEE.

obligations herein imposed, covenants that:

And MORTGAGOR, in order to more fully secure the #88410967, recorded in the office of the Cook County Clerk as Document TEN THOUSAND SEVEN HUNDRED DOLLARS (\$10,700.00) which is Kramer, Inc., in the original principal amount of ONE HUNDRED this mortgage except for a first mortgage to Draper & encumbrances, liens, claims or charges prior to or equal with mortgage and convey the same; that the same is free from all real estate and covenants that MORTGAGOR has full right to THE MORTGAGOR generally warrants the title to said appurtenances thereunto belonging or in anywise appertaining.

buildings, structures and improvements thereon and all TO HAVE AND TO HOLD the same together with all clerk's office as Document #88410966.

Being the same property conveyed to Donald W. and Rosemary C. Naught, husband and wife, by Deed dated August 31, 1988 from the Anden Group, a California Limited Partnership and recorded in the aforesaid clerk's office as Document #87522492, in Cook County, Illinois.

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Property of Cook County Clerk's Office

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3. MORTGAGOR will not remove, demolish or alter the design of any structure thereon, whether now existing or hereafter constructed, without MORTGAGEE's written consent.
4. MORTGAGOR will maintain the premises and all improvements thereon in good repair at its own expense. MORTGAGOR specifically authorizes MORTGAGEE and its duly authorized representatives to enter upon and to inspect the premises at all reasonable times to cause repairs to be made thereto if the same shall not be made by MORTGAGOR within five (5) days after being notified by MORTGAGEE that such action is necessary.
5. MORTGAGOR will not lease the premises or any part thereof for more than one year or create any other mortgage or lien thereon without the prior written consent of MORTGAGEE.
6. If the life of one or more of the MORTGAGORS is insured under a MORTGAGE INSURANCE POLICY, MORTGAGOR shall promptly pay all premiums thereon when due, and the policy will designate the MORTGAGEE as beneficiary to the extent of the unpaid debt.

It is further agreed that:

7. MORTGAGEE may, at its option, effect or maintain the insurance mentioned in Paragraphs 2 and 6 above; or pay the taxes, etc., mentioned in Paragraph 1 above; or pay any claim, lien or encumbrance that may be or become prior or equal to this lien and charge the costs thereof to MORTGAGOR, which costs will be secured by this Mortgage.
8. In the event of default in the payment of the sum secured hereby, or if MORTGAGOR shall fail to promptly and fully perform any one or more of the foregoing covenants, MORTGAGEE may, at its option, declare all of the indebtedness secured hereunder to be immediately due and payable without notice or demand. A failure to exercise this option shall not constitute a waiver of the right to exercise same at a later date or upon later default.

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THE STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
JANUARY 11, 1900

REPORT OF THE
COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE

ON JANUARY 11, 1899

AND
A REPORT OF THE
COMMISSIONER OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE

ON JANUARY 11, 1899

AND
A REPORT OF THE
COMMISSIONER OF THE LAND OFFICE

Property of Cook County Clerk's Office

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9. The conveyance of the premises or of any interest therein without the written consent of MORTGAGEE shall cause the indebtedness secured hereby to become immediately due and payable, and neither this Mortgage nor the indebtedness secured herein shall be assumed by the purchaser of the premises or by any other person except as may be required by operation of the law.
10. If suit is filed to enforce payment of any lien upon the premises, MORTGAGEE may, at its option, immediately declare the entire debt to be due and payable without notice or demand.
11. No forbearance on the part of MORTGAGEE, nor extensions of time for the payment of the debt secured, shall operate to release, discharge, modify, change or affect the original liability of MORTGAGOR or its successor in interest. If the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than MORTGAGOR, MORTGAGEE may deal with such successors in interest with reference to this Mortgage and the debt hereby secured without in any way affecting or discharging the liability of MORTGAGOR hereunder, or any persons who have become subsequently obligated.
12. If the mortgaged premises, or any part thereof, shall be condemned under the power of eminent domain, MORTGAGEE shall have the option to apply all sums awarded for the taking of, or damage to, said premises upon the debt.
13. This instrument shall inure to and bind the heirs, devisees, trustees, receivers, administrators, executors, successors and assigns of the parties hereto.

NOW, should MORTGAGOR pay this indebtedness when due, and perform all the covenants and agreements of this instrument, MORTGAGEE shall cancel the note hereby secured and shall release this Mortgage upon request and at the cost of MORTGAGOR.

TC 4054 (1971)

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IN TESTIMONY WHEREOF, WITNESS the hand of the MORTGAGOR this the day and year first hereinabove written.

MORTGAGOR

Donald W. Naught
Donald W. Naught

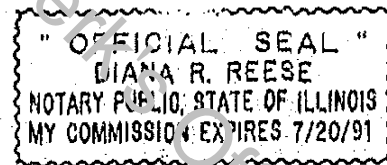
Rosemary C. Naught
Rosemary C. Naught

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me by Donald W. and Rosemary C. Naught, husband and wife, this the 20th day of June, 1990.

Diana R. Reese
Notary Public

My commission expires: 7/20/91



This instrument prepared by:

Karen L. Marple
KAREN L. MARPLE
Corporate Counsel
Jerrico, Inc.
101 Jerrico Drive
Lexington, Kentucky 40579

MAIL TO

90312129

Box 15

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02/28/2010