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JUNIOR MORTGAGE (Individuals)

The Above Space For Recorder's Use Only

THIS INDENTURE, Made JULY 16, 1990, between ARTHUR M PISCHKE AND JEAN M. PISCHKE, his wife National Association herein (collectively) referred to as "First Party", and GARY-WHEATON BANK, an Illinois Banking Corporation, herein referred to as "Mortgagee", witnesseth:

First Party has executed an installment note bearing even date herewith in the Principal Sum of Thirty thousand Nine hundred ninety and 00/100 (30,990.00) Dollars, made payable to Gary Wheaton Bank and delivered, in and by which said Note the First Party promises to pay said principal sum together with interest at the rate of 12.5 % per annum in installments as follows:

() Interest from the date hereof at said rate shall be payable _____, 19 ____ and _____, 19 ____;

(X) Principal and interest at said rate shall be payable in consecutive monthly installments of \$ 454.40 each beginning with August 25, 19 90 and continuing thereafter on the 25th day of each month ~~xxxxxx~~ _____, 19 ____;

(X) On July 25th, 1995, all of the remaining principal and accrued interest shall be due and payable. (\$20,652.73)

All of said payments are payable at GARY-WHEATON BANK, 120 East Wesley, Wheaton, Illinois,

NOW, THEREFORE First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Mortgagee, its successors and assigns, the following described property located in the County of Cook, State of Illinois:

***Lot 42 in Fair Oaks unit Number 3, a Subdivision in the North 1/2 of Section 22, Township 41 North, Range 9, Lying East of the Third Principal Meridian, in Cook County, Illinois.

PIN 06-22-204-002 ✓ COOK COUNTY, ILLINOIS
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which has the address of 415 Cahill Rd. Streamwood
(Street) (City)
Illinois 60107 (herein "Property Address");
(State and Zip Code)

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air 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 heaters. 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 premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses herein set forth.

"In the event the Mortgagor conveys, sells, leases, grants possession, transfers or assigns the premises or any interest therein, either directly or indirectly including but not limited to the assignment of a beneficial interest, or contracts to do any of the foregoing, without the prior written consent of the Mortgagee, or violates any of the provisions of the Note, all terms and provisions of Note being incorporated herein by reference all sums due hereunder, both principal and interest, shall become immediately due and payable irrespective of the maturity date specified."

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Mail to

Gay Wheaton Banks

120 E Wesley

Wheaton, Ill 60187

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Property of Cook County Clerk's Office

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8. Upon, or at any time after the filing of a bill to foreclose this mortgage, the court in which such bill 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 hereunder 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 First Party, its successors or assigns, 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. The court may also place the Mortgagee in possession. Mortgagee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

9. Mortgagee has no duty to examine the title, location, existence or condition of the premises, nor shall Mortgagee be obligated to record this mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in

case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

10. Mortgagee shall release and satisfy this mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this mortgage has been fully paid; and Mortgagee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Mortgagee the note representing that all indebtedness hereby secured has been paid, which representation Mortgagee may accept as true without inquiry. Where the release is requested of the Mortgagee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party. Mortgagee is hereby empowered to charge a reasonable sum for the preparation of such release.

11. Upon request of First Party, Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to First Party. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ -0-

12. ~~THE UNDERSIGNED HAS REVIEWED THIS INSTRUMENT AND HAS ADVISED THAT IT IS THE TRUE AND CORRECT COPY OF THE INSTRUMENT AS FILED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS.~~

IN WITNESS WHEREOF, First Party has signed these presents the day and year first above written.

Arthur M. Fischke
Arthur M. Fischke

Jean M. Fischke
Jean M. Fischke

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

The foregoing instrument was acknowledged before me this 16th day of July, 1990
19 , by Arthur M. Fischke and Jean M. Fischke, his wife

(SEAL)

My Commission Expires: 11/28/92

This Instrument Prepared By:

John A. Denman
Notary Public
"OFFICIAL SEAL"
John A. Denman
Notary Public, State of Illinois
My Commission Expires 11/28/92

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