

THIS INDENTURE, Made July 24 19 90 between Jack E. Ebert and 90375258

Jacqueline A. Ebert, his wife herein referred to as "Mortgagors," and FIRST NATIONAL BANK OF MOUNT PROSPECT, a national banking association residing in Mount Prospect Illinois, (herein referred to as Trustee"), witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of

THIRTY FIVE THOUSAND AND NO/100----- Dollars (\$35,000.00--- ), evidenced by one certain Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of P+2\* % per annum prior to maturity as follows: \*P+2% = 2% over lender's prime, floating.

THIRTY FIVE THOUSAND AND NO/100----- Dollars (\$35,000.00---- ), on ~~the~~ DEMAND. All payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal unless paid when due shall bear interest at the rate of P+5%\* per cent per annum. \*\*P+5% = 5% over lender's prime, floating.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Mount Prospect County of Cook and State of Illinois, to wit:

Lot 3 in Block 3 in Wedgewood Terrace being a subdivision of part of the East 1/4 of the Southwest 1/4 of Section 27, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

PIN#03-27-304-007

Property Address: 103 W. Stratford Pl., Mt. Prospect, IL 60056

Document prepared by: Michael H. Johnson, Commercial Loan Officer of First National Bank of Mt. Prospect, One First Bank Plaza, Mt. Prospect, IL 60056

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which, with the property hereinafter described, is referred to herein as the "premises,"

COOK COUNTY RECORDER

TOGETHER with all buildings, improvements, tenements, accretions, fixtures, and appurtenances thereto belonging, and all rents, issues, and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which see elsewhere hereinafter) and on a party with said real estate as security for the payment of the indebtedness secured hereby and not separately, and, without limiting the generality of the foregoing, all apparatus and equipment of every kind now or hereafter thereto or thereon used to supply heat, gas, air conditioning, water, light, power, utility, whether single units or centrally controlled, and ventilation, and all porches, window shades, storm doors and windows, awnings, law coverings, gas and electric lines, ovens, boilers, sinks and water heaters. All of the foregoing are declared to be a part of said real estate which is physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and upon the terms and conditions herein set forth, free from all public and private taxes and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors (i) shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (ii) shall keep said premises in good condition and repair, without waste, and free from mechanical or other defects or claims for lien not expressly subordinated to the lien hereof, except taxes and other governmental assessments not overdue; (iii) shall pay when due all 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 prior lien to Trustee or to holders of the Note; (iv) shall complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (v) shall comply with all requirements of law or municipal ordinance with respect to the premises and the lot thereof; (vi) shall make no material alterations in said premises except as required by law or municipal ordinance, without prior written consent of Trustee or holders of the Note being first had and obtained; and (vii) shall not sell, transfer, assign or otherwise alienate (whether by lease contract or otherwise), or convey or suffer or permit any lien or encumbrance (whether or not junior and subordinate to the lien hereof) to exist upon the premises, or any part thereof, or any interest therein, without prior written consent of Trustee or holders of the Note being first had and obtained.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges on the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note 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. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire and such other hazards or contingencies as the holders of the note may require, under policies providing payment by the insurance companies of recovery equivalent either to pay the cost of repairing or replacing the same or to pay the actual cash value of the same, and all such policies shall be in favor of the Note, under insurance policies payable in case of loss or damage, to Trustee for the benefit of the holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case Mortgagors shall fail to perform any covenants herein contained, Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinafter required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or prior encumbrances, if any, and purchase, discharge, compromise or settle any lien or other claim in full or in part, or redeem from any tax sale or forfeiture affecting said premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all revenues paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the Note to protect the mortgagors premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Fraction of Trustee or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the Note hereby caused 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.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the Note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) in the case of default for ten days in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained.

FILE SERVICES # R 8-24

90375258

**IMPORTANT**

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTES SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RE-CORD.

TRUST OFFICER  
 MORTGAGE PROSPECT  
 FIRST NATIONAL BANK OF  
 TOPEKA, KANSAS  
 Identification No. 10852

STATE OF ILLINOIS  
 County of Cook

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I, Karen Beethoff

Jack E. Ebert and Jacqueline A. Ebert, his wife

are personally known to me to be the same persons as those named in the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the use and purpose therein set forth, including the release and waiver of the right of redemption.

GIVEN under my hand and Notary Seal this 24th day of July, A.D. 1990

Karen Beethoff  
 Notary Public

Witness the hand and seal of Notary Public, the day and year first above written

(SEAL) Jack E. Ebert  
 (SEAL) Jacqueline A. Ebert

1. The Trust Deed and all provisions hereof, shall be binding upon the Trustee and all persons claiming under it through the Trustee, and the word "Notary Public" when used herein shall include all laws, orders and all provisions of the State of Illinois, whether or not such provisions shall have been amended, altered or repealed.

2. The Trust Deed and all provisions hereof, shall be binding upon the Trustee and all persons claiming under it through the Trustee, and the word "Notary Public" when used herein shall include all laws, orders and all provisions of the State of Illinois, whether or not such provisions shall have been amended, altered or repealed.

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