

Mail to and
Prepared by:

UNOFFICIAL COPY

Florien Goetman
606 Milwaukee Avenue
Prospect Heights, IL 60070



THE BRONSON-GORE BANK
in Prospect Heights
Prospect Heights, Illinois 60070

92603847

MORTGAGE No. 1 PM 2:31 92603847

THIS INDENTURE WITNESSETH: That the undersigned, Denise M. Majewski, a married woman and Christine J. Schneider, a married woman, as tenants in common of the Village of S. Barrington County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

THE BRONSON-GORE BANK
in Prospect Heights

a banking association organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

See Rider attached hereto and made a part hereof:

RIDER

PARCEL 1:

UNITS 20-1A, 20-1B, 20-2A, 20-2B, 20-3A, AND 20-3B IN WINCHESTER HILL CONDOMINIUM AS Delineated ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF THE EAST 1/2 OF SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTH 1011.18 FEET OF THE AFORESAID QUARTER, SAID POINT BEING 30.05 FEET EASTERLY OF THE WEST LINE OF THE AFORESAID HALF; THENCE NORTH 00 DEGREES, 01 MINUTES, 51 SECONDS WEST A DISTANCE OF 534.89 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 00 SECONDS EAST A DISTANCE OF 169.95 FEET; THENCE NORTH 65 DEGREES, 56 MINUTES, 58 SECONDS EAST A DISTANCE OF 275.21 FEET; THENCE SOUTH 24 DEGREES, 03 MINUTES, 02 SECONDS EAST A DISTANCE OF 538.44 FEET TO A POINT ON A CURVE THAT IS CONCAVE WESTERLY; THENCE ALONG SAID CURVE A DISTANCE OF 158.05 FEET TO A POINT ON THE AFORESAID NORTH LINE, SAID CURVE HAVING A RADIUS OF 135.00 FEET; A CHORD BEARING SOUTH 11 DEGREES, 43 MINUTES, 46 SECONDS EAST, AND A CHORD LENGTH OF 157.68 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 03 SECONDS WEST, A DISTANCE OF 672.99 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25693908 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE CMELS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED JUNE 23, 1978 AND RECORDED DECEMBER 1, 1978 AS DOCUMENT 24746034 AND RE-RECORDED AS DOCUMENT 25620615 AND 25634227 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11, 1972 AND KNOWN AS TRUST NUMBER 44398 TO LUGENIA F. HALE RECORDED DECEMBER 1, 1978 AS DOCUMENT 24756036 FOR INGRESS AND EGRESS

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE PLAT OF PLANNED UNIT DEVELOPMENT RECORDED SEPTEMBER 11, 1979 AS DOCUMENT 25139825 OVER OUTLOT A FOR INGRESS AND EGRESS AND AS CREATED BY DEED FROM CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 30, 1978 KNOWN AS TRUST NUMBER 2327, TO DORA KOEHL RECORDED MAY 12, 1981 AS DOCUMENT 25868122.

Property Address: 1837 Goodwin, Palatine, IL 60054

- P.I.N. 02-0-401-013-1115, affects Unit 20-1A
- 02-01-401-013-1116, affects Unit 20-1B
- 02-01-401-013-1117, affects Unit 20-2A
- 02-01-401-013-1118, affects Unit 20-2B
- 02-01-401-013-1119, affects Unit 20-3A
- 02-01-401-013-1120, affects Unit 20-3B

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This is not Homestead Property

Mortgagee and carry such disability insurance and life insurance as may be required by mortgagee in compliance with Mortgagee, and in a form acceptable to it, and such disability insurance may be required in an amount not in excess of payments necessary to pay the sums secured by this mortgage 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) not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (5) to promptly 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 unlawful 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 affected by virtue of this mortgage by any act or omission to act; (8) to appear in an event any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceedings in which it may participate in any capacity by reason of this mortgage; (9) that the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any governmental board, authority or agency having jurisdiction over the mortgaged premises; (10) not to suffer or permit without the written permission or consent of the Mortgagee 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, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (c) a purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon 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 covenants herein, the Mortgagee may do on behalf of the Mortgagor what he may deem necessary; and: it at said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage;

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and that the Mortgagor, will immediately repay any money paid or disbursed by the Mortgagee for any of the above purposes, and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; that the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder.

(2) That in the event the ownership of said property or any part thereof becomes vested in a person or entity other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as the Mortgagor, and may forbear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(3) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of creditors or if the property of the Mortgagor be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or if the Mortgagor shall sell said property under a contract for deed, then and in any of said events, the Mortgagee 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 Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage.

(4) When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. 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 attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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, title insurance policies, Torrens certificates, 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 indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (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 actual or threatened 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, on 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 overplus which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, the heirs, legal representative or assigns of the Mortgagor, as their rights may appear.

(6) 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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor 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, and the Mortgagee 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 Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other proceeds 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.

(7) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced, concurrently herewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee, to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee;

(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 secured hereunder. Whenever the Mortgagee, or its successors or assigns, shall increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate; and the effective date of any such increase shall be the date of such transfer or conveyance.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand and seal this 10th day of August

A.D. 19 92

Denise M. Majewski
Denise M. Majewski

(SEAL)

Christine J. Schneider
Christine J. Schneider

(SEAL)

(SEAL)

(SEAL)

State of Illinois }
County of Cook } SS

I, The undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Denise M. Majewski and Christine J. Schneider

personally known to me to be the same person or persons whose name or names are subscribed to 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 uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal this 10th day of August A.D. 19 92

" OFFICIAL SEAL "
" FLORICA GOCIMAN "
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/23/94

Florica Gociman
Notary Public

My commission expires the

A.D. 19

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TOGETHER with all easements, improvements, fixtures or appliances now or hereafter erected thereon, including all apparatus, equipment, fixtures or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services and any other thing now or hereafter installed therein or thereon, including but not limited to, storm, window shades, storm doors and windows, floor covering, screen doors, built-in beds, awnings, clothes, built-in ovens, water heaters, washers, dryers and disposal 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 become due under or by virtue of any lease, written or verbal, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it, it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements deemed proper or necessary to enforce the payment or security of such rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill out and all vacancies and to re-let, lease or let any portion of said premises to any party or parties, as in its discretion, with power to let and apply said rents, issues and profits to the payment of any indebtedness secured hereby or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, easements and fixtures unto said Mortgagee forever for the uses herein set forth, free from all rights and benefits under any statute or limitations and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagee does hereby release and waive.

Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker of this mortgage and the note called. A reasonable fee shall be paid for cancellation and release.

TO SECURE:

1. The payment of a note and any renewals and extensions thereof, and the performance of the obligation therein contained executed and delivered concurrently herewith by the Mortgagee in the sum of One Hundred Fifty-Five Thousand and 00/100 Dollars, which is payable as provided in said note until said indebtedness is paid in full.

2. Any additional advances made by the Mortgagee or its successors in the sum of One Hundred Fifty-Five Thousand and 00/100 Dollars, plus any advances made in advance of the cancellation of this mortgage, provided that this mortgage shall not at any time secure more than One Hundred Fifty-Five Thousand and 00/100 Dollars, interest and cost, and

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

A. THE MORTGAGOR COVENANTS:

(1) To pay all taxes, assessments, hazard insurance premiums and other charges when due; (2) to keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other liability as the Mortgagee may require to be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurance value thereof; in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain in full force with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure, sale or other disposition, the proceeds of such policies, and the proceeds of any other insurance, shall be applied to the discharge of the indebtedness of the Mortgagee; the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies. The Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a reasonable extent of the property or to the indebtedness of the Mortgagee and any application of the proceeds shall not relieve the Mortgagee from making monthly payments until the debt is paid in full; (3) to apply for, secure, and maintain a mortgage necessary to pay the sums secured by this mortgage 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) not to commit or suffer any waste of such property, and to maintain in good condition and repair; (5) to promptly 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 unlawful use of or any nuisance to exist upon said property; (7) not to diminish or impair the value of said property or permit any unlawful use of or any nuisance to exist upon said property by any act or omission to act; (8) to appear in an attorney's fee incurred or paid by the Mortgagee in any proceedings in which it may participate in any capacity by reason of this mortgage; (9) that the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any governmental board, authority or agency having jurisdiction over the mortgaged premises; (10) not to suffer or permit without the written permission or consent of the Mortgagee 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, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (c) a purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed in or upon 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 covenants hereunder, the Mortgagee may, at its option, and on behalf of the Mortgagee, sue, file suit, or take any legal action to enforce the same, and to sell, lease, assign, or otherwise dispose of the property, 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 covenants hereunder, the Mortgagee may, at its option, and on behalf of the Mortgagee, sue, file suit, or take any legal action to enforce the same, and to sell, lease, assign, or otherwise dispose of the property, fixtures or equipment which may be found in or upon said property.

Clerk's Office

My commission expires the 31st day of August, 1992.

NOTARY PUBLIC STATE OF ILLINOIS
FLORICA SOCMAN
OFFICIAL SEAL

Notary Public
day of August 10th A.D. 1992

GIVEN under my hand and official seal, this 10th day of August, 1992, and witness of the right of homestead, release and waiver of the said instrument as filed in the office of the Recorder of Deeds for Cook County, Illinois, subscribed to 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 uses and purposes therein set forth, including the personally known to me to be the same person or persons whose name or names are subscribed to the foregoing instrument.

The undersigned, Denise M. Hajewski, in the State of Illinois, County of Cook, State of Illinois, 55

Denise M. Hajewski (SEAL)
Christine J. Schneider (SEAL)
A.D. 1992 day of August 10th

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IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand and seal this 10th day of August, 1992.

(1) That in the event this 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 this shall have the right to the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee, whether herein or by law conferred, and may be enforced, concurrently therewith, it shall not matter by the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(2) That each party, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(3) That in the event this 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 this shall have the right to the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee, whether herein or by law conferred, and may be enforced, concurrently therewith, it shall not matter by the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(4) 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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(5) The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on 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 under the terms hereof constitute secured indebtedness added to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagee, the heirs, legal representatives or assigns of the Mortgagee, as their rights may appear.

(6) 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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(7) That each party, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(8) 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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(10) 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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(11) 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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(12) 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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(13) 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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(14) 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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(15) 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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(16) 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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(17) 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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

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(19) 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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

(20) 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 said premises. Such appointment may be made, either before or after sale, without notice, without regard to the validity of the mortgage or the amount of the debt secured by it, and the Mortgagee 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 deficiency, during the entire period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, executor or administrator, trustee or assignee of the Mortgagee, or any other person or persons, firm, trust or corporation, shall thereafter in any manner affect the right of the Mortgagee, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy which may be available to the Mortgagee in case of a sale and deficiency.

DECLARATION APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE PLAN OF PLANNED UNIT DEVELOPMENT DATED JUNE 23, 1978 AND RECORDED DECEMBER 1, 1978 AS DOCUMENT 247469034 AND RE-RECORDED AS DOCUMENT 25620615 AND 25654227 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11, 1972 AND KNOWN AS TRUST NUMBER 44398 TO LUGENIA F. SOLI RECORDED DECEMBER 1, 1978 AS DOCUMENT 24756036 FOR INGRESS AND EGRESS

PARCEL 3: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE PLAN OF PLANNED UNIT DEVELOPMENT RECORDED SEPTEMBER 11, 1978 AS DOCUMENT 25128835 OVER OUTLOT A FOR INGRESS AND EGRESS AND AS CREATED BY DEED FROM CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 30, 1978 KNOWN AS TRUST NUMBER 23274 TO DORA KOEHL RECORDED MAY 12, 1981 AS DOCUMENT 25866122.

Property Address: 1837 Goodwin, Palatine, IL 60054
P.I.N. 02-01-401-013-1115, affects Unit 20-1A
02-01-401-013-1116, affects Unit 20-1B
02-01-401-013-1117, affects Unit 20-2A
02-01-401-013-1118, affects Unit 20-2B
02-01-401-013-1119, affects Unit 20-3A
02-01-401-013-1120, affects Unit 20-3B

92603847

(1) That in case of the failure to perform any of the covenants herein, the Mortgagee may do on behalf of the Mortgagee...

THE MORTGAGOR FURTHER COVENANTS:

the fixtures or equipment which may be found in or upon said property. (1) That in case of the failure to perform any of the covenants herein, the Mortgagee may do on behalf of the Mortgagee...

A. THE MORTGAGOR COVENANTS:

1. The payment of a note and any renewals and extensions thereof, and the performance of the obligation therein contained executed and delivered concurrently herewith by the Mortgagee to the Mortgagee in the sum of One Hundred...

TO SECURE: Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker of this mortgage and the mortgagee...

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever for the use herein set forth, free from all rights and claims under any statute of limitation and under the Homestead Exemption Law of the State of Illinois, which said rights and claims the said Mortgagee does hereby release and waive...

TOGETHER with the said issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease whether in writing or verbal, or any agreement for the use or occupation of said property, or any part or parts thereof, which may have been herebefore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it, it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements...

See Rider attached hereto and made a part hereof:

following real estate, situated in the County of Cook in the State of Illinois, to wit:

Cook in the State of Illinois, hereinafter referred to as the Mortgagee, the

THE BRONSON-GORE BANK

as the Mortgagee, does hereby Mortgage and Warrant to

Village of S. Barrington

County of Cook

State of Illinois, hereinafter referred to

THIS INDENTURE WITNESSETH: That the undersigned, Denise M. Majewski, a married woman and

Christine J. Schneider, a married woman, as tenants in common

of the

Florica Godman
606 Milwaukee Avenue
Prospect Heights, IL 60070



THE BRONSON-GORE BANK

92603847

Mail to and

7363789
W.M.T

784129

459309225

