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MORTGAGE DEED & NOTE

COOK COUNTY RECORDER

\$ 10,121.00

Milwaukee, Wisconsin

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of MILLER BREWING COMPANY, at 3939 West Highland Boulevard, Milwaukee, Wiscopin 53208 ("Miller"), or at such other place as the holder hereof may disignate from time to time by written notice to Maker, the PRINCIPAL SUM of TENTIOUSAND ONE HUNDRED TWENTY ONE Dollars (\$ 10,121.00 \_\_\_\_\_), without interest thereon, biweekly in equal installments of ONE HUNDRED TWENTY MINE AND 75/100 \_\_\_\_\_\_\_ Dollars (\$ 129.75 \_\_\_\_\_) each, with the first such installment being due and payable on \_\_\_\_\_\_\_\_ / d^2\_\_\_\_, 1993 All or any portion of the principal sum may be prepaid at any time without premium or panelty.

The total unpaid principal sum, without notice from holder will be made immediately due and payable (notice being expressly valved by Maker) upon the occurrence of any of the following:

- Maker's failure to pay any amount due hereunder within con
   (10) days after the date upon which it becomes due and payable;
   or
- 2. Upon the termination, for whatever reason, including death, of ...
  Maker's employment with Miller;

or

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3. The sale, lease, assignment, sublease or other transfer, in whole or in part by Maker of the premises described in Exhibit A, attached hereto and incorporated herein (the "Premises"), or any beneficial interest therein, without prior written authorization Miller.

Maker, in eccepting the funds, certifies to Miller that:

- Maker reasonably expects to be entitled to, and will itemize, deductions in filing Maker's personal Federal Income Tax Return for each year the loan is outstanding.
- 2. Maker hereby mortgages to Miller to secure payment of the amount evidenced by this Note, the Promises.
- 3. This is a purchase money mortgage and the funds provided to Maker hereunder only will be utilized to purchase a new principal residence (as defined by the Internal Revenue Code Section 217 and regulations thereunder), more particularly described in Exhibit A.
- Associated horses and decorporated hereited.
- 5. Maker agrees to reinvest in the new principal residence, 95% of equity which maker realizes from the sale of the old principal residence.

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If Maker defaults in making any payment due hereunder when the same is due (including any balloon payment upon acceleration of the balance due), then Maker shall pay all reasonable costs, charges, and expenses incurred by the holder hereof, including attorneys fees, in collecting the amount due. Interest shall accrue from payment date on unpaid balance until such time as unpaid balance plus interest is paid in full, at a rate of firteen percent (15%) per annum.

Each person now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for himself or herself and his or bur heirs, personal representatives, successors, and assigns, respectively, hereby expressly waives presentment for payment, protest, demand, notice of protest, notice of demand, notice of dishonor, and diligence in collection, and consents that the holder hereof may extend the time for any payment or waive any payment or accept partial payment, or may take additional collateral to secure this Note or release or dispose of any collateral securing this Note, all without in any way modifying, altering, releasing, affecting or limiting his or her respective liability under this Note or any instrument related hereto.

MAKER:

Print Name: ROBERT L. SIMPSON

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STATE OF IIIIOIS

Personally appeared before me this 101h day of June 1993 the above-named ROBERT L. SIMPSON to me known to be the person who executed the foregoing instrument and acknowledged the same.

"OFFICIAL SEAL" Chi Y n. ASOH Y Motors country there is Minale My Commission Expires 3/20/95 State of My Commission

Of County Clark's Office This document was drafted by Garrett W. Reich After recording this document should be returned to:

Quarles & Brady Attn: Mary Ann Hutchinson 411 E. Wisconsin Avenue Milwaukee, WI 53202

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#### EXHIBIT A MORTGAGE DEED AND NOTE

Legal Description of Mortgagad Premises

unit 47-1, TALBOT'S MILL BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION - 31 AND SOUTHWEST 1/4 OF SECTION 32, ALL IN TOWNSHIP 41 NORTH, RANGE TE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED JUNE 23, 1989 AS DOCUMENT #89-227964.

07 Stone Brook 6.
(1k Grove, IL 3000)

PIN No. 08-31-402-020-0000

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