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appeared before me this day in person, and acknowleged that I nev signed, sealed and delivered thread infulcants, his/her free and voluntary act, for the uses and purposes therein set forth, including in release, and water within the right of homestead. Given under my hand and official seat, this day of 2500 Lake Cook Road, Buite (tark Public) This instrument was prepared by Cheryl Livingston O.D.M. Riverwoods, IL 60015 (NAME AND ADDRESS) Riverwoods, IL 60015 (NAME AND ADDRESS) Riverwoods, IL 60015 (STATE) (21P COOE)	18	MPDFSS					PRINTE SEAL"	.
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 ITHE REVERSE SIDE OF THIS MORTGAGE:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any 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 the Mortgages; (4) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 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 against the premises when due, and shall, upon written request, furnish to the Mortgagee 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. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgages the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxes or debts secured by mortgages or the mertgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (80) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the not, the laby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the lifert jagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such p...vivys of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep all baidings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policius rioriding for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indipledness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renew. Policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of application.
- 7. In case of default therein, Mortgagee may, but read not, make any payment or perform any act hereinbefore required of Mortgagers in any form and manner deemed expedient, and may, but need not, make unit or partial payments of principal or interest on prior encumbrances, if any, andpurchase, discharge, compromise or settle any tax lien or other prior i lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys lied for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys. But need by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become inmediately due and payable without notice and with interest thereon at the highest rate now permitted by Iltinois law, inaction of Mortgagee shall nivel be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors,
- ?. The Mortgagee 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 thereaf.
- 9, Mortgagors shall pay each item of indebtedness herein mentioned, buttering and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebts one's secured by this mortgage shall, notwithstanding enything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose flie in hereof, in any suit to foreclose the fien hereof, there shall be allowed and incluser 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 interneys fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimar'd all 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 procurie 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 remaining and expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby an intermediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankrupicy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defund in this mortgage whether or not actually commenced, or (c) preparations for the defense of any actual or threatened suit or proceeding, including the premises of the commencement of any actual or threatened suit or proceeding, including the premises of the commencement of any actual or threatened suit or proceeding in high defect the premises of the commencement.
- 11. 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 parar ranh hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with air thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filled may appoint a receiver of said pramises. Such appointment may be made either before or after sale, without notice, without regard to the solvency of intolvency of Mortgagors 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 therents, 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 Mortgagors, 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 for sclosing 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.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
 - 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgages such sums as the Mortgages may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be raleased, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the rien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgages, notwithstanding such extension, variation or release.
- 17. Mortgages shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness se tured hereby and payment of a reasonable fee to Mortgages for the execution of such release.
- ts. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include such persons and all persons liable for the payment of the in ubtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagea" when used herein s. all include the successors and assigns of the Mortgagea named herein and the holder or holders, from time to time, of the note secured hereby.

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