GECROTE IS A Second Moragare LEGAL FORMS MORTGAGE (ILLINOIS) For Use With Note Form No. 1447

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SEEVEN E. Schneider and Jeanne Schneider, as 101nt Conants 842 Serracoga Lane, Buffalo Grove IL 13745 842 Serracoga Lane, Buffalo Grove IL 13745 bersin referred to as "Mortgapers," und. Het Det C. Rex 13745 bersin referred to as "Mortgapers," with the property of the prope	SEEVEN E. Schneider and Joanne Schneider, AS 101nt Lenants 842 Sartacga Lane, Buffalo Grove IL 102nt Lenants 103nt Lenants				i i	
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LOT 125 IN MILL CREEK, UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 8, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS. Which, with the property hereinafter described, is referred to herein as the "prinnings." Permanent Real Estate Index Number(s): 03-08-108-006 Address(es) of Real Estate: 842 Saratoga Lang, Buffalo Grove, IL TOGETHER with all improvements, fenements, easternents, fistures, and appuritanances therein belongs, and all rents, issues and most agreement and all under real estate and not secondarily and all apparatus, equipment or articles now or hereinster therein or thereon used to supply heat, gas, introductioning, where light, power, refrigeration in which single units or centrally controlled), and ventilation, including (without restricting the foregoing), acreems, which is a many properties the part of said real states white physically attached therein single units or centrally controlled), and ventilation, including (without restricting the foregoing), acreems, which is a many properties of the real estate. TO HAVE AND TO HOLD the premises under and by virtue of the foregoing are declared to be apart of said real state understand by writtee of the foregoing are declared to be apart of said real state of library and the restriction of the real estate. TO HAVE AND TO HOLD the premises with the Mortgagots of the state of library and the understand properties as constituting part of the real estate. TO HAVE AND TO HOLD the premises with the Mortgagots of the state of library and the understand part of the said considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises release and any virtue of the foregoing and part of said collidary and the original part of said real state of library and the understand the horizon and part of said collidary and the foregoing of the said of the said of library and the said of the said of the said of library and the said of library and the said of library and the said of the said of libr	LOT 125 IN MILL CREEK, UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 8, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS. which, with the property hereinafter described, is referred to herein as the "primises," 928/18940 Permanent Real Estate Index Number(s): 03-08-108-006 Address(s) of Real Estate: 842 Saratoga Lane, Buffalo Grove, IL TOGETHER with all improvements, tenements, easements, fattures, and appurrenances thereto belonger, and all rents, issues and profits theretof for wining and during all such times as Mortgagors may be entitled therefore which are pledged primarily and on a paint with said real estate and not secondarily and continguity out to the said of the cortification of the said with the said of the said similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor in their successors of assigns shall be continued to the said similar apparatus, equipment or articles hereafter placed in the premises and assigns, forever in the continued to the cortification of hereby expressly refease and ways and the hortgagor's vices and assigns, forever in the said of lithing which has and rights and benefits under and by virtue of the Homestead Exemption Law of the said of lithing which has and rights and benefits under and by virtue of the Homestead Exemption Law of the said of lithing which has and rights and benefits under and by virtue of the Homestead Exemption Law of the said of lithing which has and rights and benefits under and solidary of the reverse ide of lithing which has and rights and benefits under and by virtue of the Homestead Exemption Law of the said of lithing which has and rights and benefit the Mortgagor, the law of the premise virtue of the Homestead Exemption Law of the said of lithing which has and rights and benefit the hortgagor, the law of the said of lithing which has and rights and benefit the hortgagor, the law of the said of lithing which has a lithing which the law of the said of lithing which has a li	Mortgagee, and the Mert	nagee's successors and assign	ns, the following described	toy acknowledged I Iteal Estate and s	, do by these presents CCA एक मानाम अञ्चलकार । unto the If of their estate, right, title and interest therom, situate, fying
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REMBELIC STATE OF LANGUAGE before me this day in person, and acknowledged that the said instrument as OMMISSION EXP. MAY 20,1618 IT tree and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Siven under my hand and official seal, this day of Aloven by County Replied To Replied Commission expires 5-20 19 6 County Replied	REMISSION EXP. MAY 2018 Transport of the uses and purposes therein set forth, including the release and waiver of the uses and purposes therein set forth, including the release and waiver of the uses under my hand and official seal, this day of County Remission expires 19 6 C	TOGETHER with all long and during all such tin all apparatus, equipment of single units or centrally considered as considered as constituting. TO HAVE AND TO there in set forth, free from the Mortgagors do hereby. The name of a record owner this mortgage constituting. This mortgage constituting the Mortgagors do hereby. The name of a record owner this mortgage constituting. PLEASE PRINT OR TYPE NAME(S) BELOW BIGNATURE(S)	lumprovements, tenements, nes as Mortgagors may be er or articles now or hereafter introlled), and ventularion, wrings, stoves and water heat all similar apparatus, equipart of the real estate. HOLD the premises unto tall rights and benefits underexpressly release and waive expressly release and waive expressly release and waive a part hereof mas shall be and sall of the coverna a part hereof mas shall be and sall of the coverna the coverna and sall of the coverna and sall of the coverna the coverna and sall of the coverna the	ntitled thereto (which are p therein or thereto (which are p therein or thereon used to including (without restrict aters. All of the foregoing a hipment or articles hereafte the Mortgagee, and the Mort and by virtue of the Homes of the Lorentz and Joseph Lore	appurienances the pledged primarily a supply heat, gas, sing the foregoing are declared to be are placed in the proprigages a successor estead Exemption Danne Schnelloas appearing on the heirs, successor written. (Seal)	ind on a partit with said real estate and not secondarily) and introductioning, where, light, power, refrigeration (whether it, screens, wind by shades, storm doors and windows, floor a part of said real state whether physically attached thereto emisses by Morigagors or their successors or assigns shall be ors and assigns, forever, with a successors or assigns shall be at laws of the State of Illinois which said rights and benefits a Laws of the State of Illinois which said rights and benefits a Laws of the reverse side of this measing get re incorporated reand assigns.
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Property of Coot County Clert's Office

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE 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 Mortgagee; (4) complete within a reasonable time any building or 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. 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sever 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 Mortgagee the payment of the whole or any part of the taxation of mortgages or debts secured by mortgages or the mortgagee'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 Mortgage interest, the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby to be and become due and payable sixty (6

- 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 note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such taw. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability, in surred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time at the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgago, shall have such privilege of making prepayments on the principal of said note (in addition to the required phyments) as may be provided in said note.
- 6. Mortgagors shall see all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds, or n under policies providing 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 indebtedness 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 eath policy, and she's deliver all policies, including additional and renewal 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 expiration.
- 7. In case of default therein, Mortgages may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior 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 paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Mortgaged protect the mortgaged premises and the lien her of, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest, the non at the highest rate now permitted by Illinois law. Inaction of Mortgages shall never be considered as a waiver of any right accruited to the Mortgage on account of any default hereunder on the part of the Mortgagors.
- 8. 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 wi cout 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.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terminents. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith standing anything 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, of (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 toreclose 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 terms to be expended after entry of the decree) of procuring all such abstracts of life, 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 par graph mentioned shall become so much additional indibtedness secured hereby and immediately 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 banturpty proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage of any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such a highly affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, one account of all costs and expenses incident to the foreclosure proceedings, including all such items us fre minitioned in the preceding garage paper hereof; second, all other items 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 Morting gagors, 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 filed maximal 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 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 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 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 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.
- 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 Mortgagee such sums as the Mortgagee 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 released, 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 lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. 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 all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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Rider to Mortgage dated as of November 16, 1992 from Steven E. Schneider and Joanne Schneider to Herbert Rex

- 1. Upon the sale, transfer or conveyance of the premises, or any portion thereof, by operation of law or otherwise, at the election of Mortgagee, the Enstallment note secured by this Mortgage shall immediately become due and payable, subject to paragraph 2 below.
- 2. Notwithstanding anything in this Mortgage to the contrary, or in the installment note secured hereby, including, without limitation any "due-on-sale" provision therein, provided no default exists, Mortgagee agrees, upon the request of Mortgagor, to:
 - A. Subordinate the lien of this Mortgage to any replacement first mortgage on the premises; and
 - B. Release the lien of the Mortgagee upon the sale of the premises in substitution for a second mortgage lien on a new primary residence of Mortgagors on real property in Linnois owned by Mortgagors,

provided, that in either case, the aggregate of the outstanding balance of the lote secured by this Mortgage or such replacement mortgage, as the case may be, and the amount of the first mortgage shall not exceed eighty percent (80%) of the fair market value of the premises or such now primary residence, as established to the reasonable satisfaction of Mortgagee. Any costs incurred by Mortgagee in so subordinating and/or releasing and substituting the lien of this Mortgage shall be borne by Mortgagors.

Staven E. Schneider

Joanne Schneider

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