FORM NO. 103 February, 1985 MOFTG.CE.(ILUNOI)

GAUTION: Consult a lawyer before using or exting under the form. Neither the publisher rux the seller of this makes any werranty with respect thereto, including any wairlenty of merchantability or hinese for a particular pur THIS INDENTURE, made August 28, 1992 DEFT-01 RECORDINGS 493.68 TRAN 5574 12/15/98 11:10:00 Arclight Enterprises, Inc. THOODS ·9 🖈 -COOK COUNTY RECORDER 511 Thomas Road, Bolingbrook,
(NO AND STREET) (STATE) (CITY) herein referred to as "Mortgagors," and ARCHER NATIONAL BANK 92944068 4970 S. Archer Avenue, Chicago, IL (NO AND STREET) (CITY) BTATE Above Space For Recorder's Use Only herein referred to as "Mortgagee," witnesseth: (\$ 190,000.00 payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagers promise to pay the said principal sum and interest at the rate ar a m installments as provided in said note, with a final payment of the balance due on the 24th day of ebruary and all of said principal and niterest are made payable at such place as the bolders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgages at 4970 S. Archer Avenue, Chicago, IL 60632 NOW, THEREFORE, the Mortgage, and the permanes of the covenants and agreements berein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in nary gald, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagors, and the Mortgagors accessors and as igns, the following described Real Estate and all of their estate, right, sitle and interest therein, situate, lying and being in the ___City of Northlike .., COUNTY OF LOOK.. AND STATE OF ILLINOIS, to wit: Lots 12 and 13 in Block 1 in H.O. Stone Northlake Addition, subdivision of all that part (except the railroad) North of Lake Street, of the Northeast 1/4 of Section 6, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. PIN Nos. 15-06-207-027-0000 15-06-207-028-0000 Commonly known as 24-26 North Wolf Road, Northlake, IL which, with the property hereinafter described, is referred to herein as the "premiset," 15-06-207-027-0000 Permanent Real Estate Index Number(s): __ 24-26 N. Wolf Road, Northlake, Address(es) of Real Estate: . TOGETHER with all improvements, tenements, easements, 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 are pledged primarily and on a way y with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gut, all conditioning, vater, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, windown shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said review the their physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgago 3 or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Examption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is:

Arclight Enterprises, and solutions are applied to the premises of two pages. The sovenests conditions and solutions are provided to the premises of two pages. The sovenests conditions and solutions are provided to the premises of two pages. The sovenests conditions and solutions are provided to the premise considered to the premise considered to the premise considered to the premise considered to the premise of two pages. The sovenests conditions are placed in the premise considered to the premise considered to the premise considered to the premise of the This mortgage consists of two pages. The covenants, conditions and provisions appearing an page 2 (the reverse side of this or creage) are incorporated size by reference and are a part hereof and shall be binding on Mortgagors, their helm, successors and analyse. Witness the hand . . , and scal . . , of Mortgagors the day and year first above written. AFICL IGHT m Kanager (Scal) X PLEASE PRINT OR TYPE NAME(S) Treas. BELOW (Seal) SIGNATURE(S) V.P., George Smith III. sworn by me, did depose and say that he is very second of which he is very sworn by me, did depose and say that he is very second in and second in an and second in an analysis of a second in ith III being in and which LOUISE SAJDA Sight of thomsessend. 12 story Public, State of Illino 28th day of 92 Given under mythanters bufficial seal, this December Commission expires (La.) Notary Public This instrument was prepared by Karen Caiazzo, 4970 S. Archer Avenue, Chicago, (NAME AND ADDRESS)

Mail this instrument to ARCHER NATIONAL BANK 4970 S. Archer Avenue, Chicago, (NAME AND ADDRESS)

23 K

(STATE)

Chicago, IL

60632

(ZIP CODE)

(CITY)

TION OF FICHER ALL T THE COVENANTS, COND (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 increof, and upon request exhibit anylafactory evidence of the discharge of such primition to the Mortgage; (4) complete within a reasonable time any buildings 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, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagoe 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 taxition any lien thereon, or imposing upon the Mortgagee 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 taxation of mortgages or debts secured by mortgages or the mortgages'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, or indicated beyond the maximum amount permitted by the mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) 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 note hereby secured, the Mortgagors coverage 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 Mortgagoe, and the Mortgagoe'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 a, the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor thall have such privilege of making prepayments on the principal of said note (in addition to the required payments) at may be provided in said note.
 - 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windsterm 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 be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver represent that the days prior to the respective dates of expiration.
 - 7. In case of default therein, Mortingee 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, co approprie or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premiors 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 advanted by Mortgagee to protect the mortgaged premises and the lien hereof, that be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee 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 without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or talk or claim thereof.
 - 9. Mortgagors shall pay each item of indebtedness hereit mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgage rs, all unpaid indebtedness secured by this mortgage shall, notwithstanding 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, or (3) 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 the lien hereof. In any suit to foreclose the lien hereof, there si all 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 presuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shalf become so much additional indebtedness 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 on hermitian proceedings, to which the Mortgage ashall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (h) preparations for the commencement of any suit for the foreclosure hereof after accrual of such light, to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding with might affect the premises or the security hereof. ne true condition of the title condition of the title condition at the highest rate now permitted by Illinois law, when the condition of the title condition of the condition of

 - 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 repard 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 Mortgage 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 sectived hereby, or by any decree foreclosing this mertgage, 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
 - 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.