For Use With Note Form No. 1447

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92080694

19 87 January (つ THIS INDENTURE, made , between Reynold A. Bohleen and Marilee S. Bohleen, husband and wife, Wheeling Illinois 1606 Queens Court (NO AND STREET) (CITY) (STATE) herein referred to as "Mortgagors," and Christa N. Bohleen, a spinster Illinois 1606 Queens Court Wheeling

INO AND STREET

herein referred to as "Mortgagee," witnesseth

Above Space For Recorder's Use Only

THAT WHEREAS the fortgagots are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of a contract of the principal sum of the (\$50,000,00-----, payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal

sum and interest at the rate and in ristallments as provided in said note, with a final payment of the balance due on the last day of December 1998, and all of said principal and laterest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office. The Mortgages at

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, proxisions and limitations of this mortgage, and the pe to mance of the covenants and agreements herein contained to the Mortgagors to be performed, and also in consideration of the sum of One Dolfar in hand, aid, the receipt wherein is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee's successors and assign the following described Real Estate and altor their estate, right, title and interest therein, situate, lying and being in the VITTage of Wheeling COUNTY OF COOK AND STATE OF ILLINOIS, to with

Premises described in Rider attached hereto and made a part hereof.

which, with the property hereinafter described, is referred to berein as the "premise

03-04-302-033-1076

Permanent Real Estate Index Number(s)

1606 Queens Court, Wheeling, Illinois Address(es) of Real Estate

TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto belong me, not 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 parry with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat gas, an conditioning, water light, power refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, winds wish des. storin doors and windows, floor coverings, mador beds, awings, stoves and water heaters. All of the foregoing are declared to be a part of said real etail with a pharatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises into the Mortzagee, and the Mortgagee's successors and assigns, forever, 1 in the purposes, and upon the uses in set forth, free from all rights and benefits under and by virtoe of the Homestead Exemption Laws of the State of Illinois, waith said rights and benefits

the Morrgagors do hereby expressly release and waive.

The name of a proport owner is Reynold and Marilee Bohleen. The name of a record owner is:

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this murtgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

and seal of Mortgagors the day and year first above written Witness the hand

Arlington Heights

(CITY)

Marilee. S. Wohler N' (Seal)

PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Reynold A. Bohleen

Marilee S. Bohleen

(Scal)

(Seal)

State of Illinois, County of

Coop Reynold A. Bohleen and m the State atoresaid DO HEREBY CERTIFY man Reyno Marilee S. Bohleen, husband and wife

IMPRESS SEAL

 $_{whose\ name}s$ personally known to me to be the same person \$ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed scaled and delivered the said instrument as their free and columnary act, for the uses and purposes therein ser forth, including the release and waiver of the right of homestead

Coven under my hand and official seal, this October 14 ampression expires

Jany Jin L Bru 1777 87 19 Richard K. Bloom, 2002 S. Arlington Heights Road, Arlington Heights, IL

This triangular was prepared by Richard K. Bloom Mail this insti

NAME OF STREET Ington Heights Road

INAME AND ADDRESS Illinois

STATE

(ZIP CODE)

60005

OR RECORDER'S OFFICE BOX NO

THE COVENANTS, CONDITIONS AND PROFISIONS REFERED TO ON PAIR 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 hen 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 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 Mortgagee duplicate receipts therefor. To prevent default bereunder 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 taxes or assessments or charges or liens better 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 mortgage's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secure better the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that if in the opinion of coinsel 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 (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 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 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 as the Mortgagors 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 privilege 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 buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind acron 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 Mortgager, under insurance policies payable in case of loss or damage. Mortgager, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and half feliver all policies, including additional and reflewal policies, to the Mortgager, and in case of insurance about to expire, shall deliver on val policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mort ages 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 hen or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said pretrises, 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 fiels, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, while be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest tieres n 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 produced 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 till or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. 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, peconic due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, o. (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 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, objection 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 tespect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may be had procumit 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 prograph mentioned shall become so much additional paid or incurred by Mortgagee in connection with (a) any proceeding, including probate such bankrupte) 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 the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the ollowing order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as a elementoned in the preceding paragraph 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 Mort 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 surn complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with at 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.

Unit No. 4-43-R-D-2 in THE ARLINGTON CLUB CONDOMINIUM as delineated on the survey of a portion of the following described real estate:

The Final Plat of The Arlington Club Unit 1, being a Subdivision of part of the East half of the Southwest Quarter and part of the Southeast Quarter of Section 4, Township 42 North, Range 11, East of the Third Principal Meridian, in the Village of Wheeling, Cook County, Illinois, according to the Plat thereof recorded October 31, 1985 as Document 85, 262, 703, and Certificate of Correction recorded April 1, 1986 as Document 86, 123,061 which Survey is attached as Exhibit A to the Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 1985 and known as Trust No. 64050 recorded in Office of the Recorder of Deeds, Cook County, Illinois on 8/21/86 as Document Mimber 86367771 Excether with the undivided percentage interest appurtenant to said Unit in the property described in said Declaration of Condominium, as amended from sime to time, excepting the Units as defined and set forth in the Declaration and Survey, as amended from time to time, which percentage shall automatically change in accordance with amended Declarations as same are filed of record pursuant to said Declaration, and together with additional common elements as such amended Declarations are filed of record, in the percentages set forth in such amended Declarations which percentages shall automatically be deemed to County Clarks Office be conveyed effective on the recording of such amended Declarations as though conveyed hereby.