MONTGAGE (ILLINOIS) FFI FORM AD 103 COPY

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Robin M. Dubs and Theresa M. Dubs, His Wife		
	. T#5555 TRAN 0867 09/14/9:	
16 Lakeside Drive, South Barrington, IL	T #5629 + ★-93-73	3431
(NO AND STREET) herein referred to a "Mortengas" and Alexander Dubs (STATE)	COUR COURT I NECOTION	
herein referred to as "Mortgagors," and	93733431	
TO SECTION TO	30100401	
274 Anthony Rd., Buffalo Grove, IL	1	
(NO AND STREET) (CITY) (STATE)	Above Space For Recorder's Use Only	*
herein referred to as "Mortgagee," witnesseth:		
One Hundre Thousand and no/100ths	trailment note of even date herewith, in the principal	atsum oz Otf.ARS
100,000.00 h payable to the order of and delivered to the Mortgagee, in and	by which note the Mortgagors promise to pay the said	d principal
sum and interest at the rate and in installments as provided in said note, with a final payment of	of the balance due on 略以又又又以外为父——自己的名	and
19, and all of said principal an interest are made payable at such place as the holders of the of such appointment, then at the otic. of the Mortgagee at 274 Anthony Rd	note may, from time to time, in writing appoint, and a	in absence
of such appointment, then at the office of the Mortgagee at	., Bullato ologo,	
NOW, THEREFORE, the Morigagor to secure the payment of the said principal sum of	money and said interest in accordance with the terms, i	provisions
and limitations of this mortgage, and the performance of the covenants and agreements here consideration of the sum of One Dollar in him paid, the receipt whereof is hereby acknowledge.	in contained, by the Mortgagors to be performed, ed, do by these presents CONVEY AND WARRAN	nd also in Tunto the
and limitations of this mortgage, and the performance of the covenants and agreements here consideration of the sum of One Dollar in limit paid, the receipt whereof is hereby acknowledge Mortgagee, and the Mortgagee's successor and assess, the following described Real Estate an and being in the City of South Barrington, COUNTY OF	dall of their estate, right, title and interest therem, sind	uate, lying
		18, to wii.
Lot 10 in Lakeshore Estates Resubdivisi		
181, 184, 185, 186, 188, 189 and Lot		
inclusive, in South Barring on Lakes, Subdivision of part of the West Half of the	Southeast Quarter	
and the East Half of the Southwest Ouarts	er of Section 22,	
Township 42 North, Range 9. East of the	Principal Principal	
Meridian, according to the Plat thereof	recorded May 9,	
1984, as Document 27104537, in Cook County,	Illinois.	
$\mathcal{O}_{I_{A}}$		
46	93733431	
which, with the property hereinafter described, is referred to herein as the "premises,"	,	
4 / 1		
01 00 400-052		
Permanent Real Estate Index Number(s): 01-22-400-062	TT 60010	
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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 he destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for tien 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 crection 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 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 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 mortgages or the mortgages or the payment, or the painner of collection of taxes, so as to affect this mortgage in 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 (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 towenant to hold harmless and agree to indemnify the Mortgagor, 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 shell have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in a law note.
- 6. Mortgagors shall keep at solidings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm unce, solicies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same e, to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mottgager, 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 deli er 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, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and ria 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 cortest any tax or assessment. All moneys paid for any of the purposes becein authorized and all expenses paid or incurred in connection here with, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at he highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the fortgagee 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 requiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title (r claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein men ioned, 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, 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 the lien hereof. In any suit to foreclose the lien hereof, there shall be any included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or or behalf of Mortgagee for atterneys' 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, and searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as hortgage may deem to be reasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may be had pulsuant 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 paragraph mentioned shall 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 while appropriate or the highest proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might 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, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are monitored 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; low the 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 fareclose 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 to fire solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the frenies or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such teceiver. 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 he 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.