CAUTION. Consult a lewyer before using or acting under this form All warrantee, including merchantability and fitness, are excluded

93273777

MARGOT WOLFE, an unmarried person,	
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termination with the continue of the continue termination	and the second of the second o
1419 Carlisle Drive, Barrington, IL 60010	
(NO. AND STREET) (CITY) (STATE) erein referred to us "Mortgagors," and DAVID HOUSE,	
and the second of the first of the second of	
an unmarried parson.	
2560 Foxfield Drive, St. Charles, IL 60174	and the second of the second o
(NO AND STREET) (CITY) (STATE)	
erein referred to as "Mortgagee," witnesseth:	Above Space For Recorder's Use Only
THAT WHEREAS AT Mortgagors are justly indebted to the Mortgagee upon the inst ONE HUNDRED CIGHTY FIVE THOUSAND	allment note of even date herewith, in the principal sum of
185,000,00 payable to the order of and delivered to the Mortgagee, manual	by which note the Mortgagors promise to pay the said principal
uts and interest at the rate and it installments as provided in said note, with a final payment of	the balance due on the Sanday of February
994, and all of said principal and in erest are made payable at such place as the holders of the results appointment, then at the our suffice Mortgages at $2560 Foxfield$ D	vice may from time to time, in writing agricint, and in abscace.
NOW, THEREFORE, the Mortgagory to secure the payment of the said principal sum of mind imitations of this mortgage, and the per ormance of the covenants and agreements here consideration of the sum of One Dollar in hard paid, the receipt whereof is hereby acknowledge, dortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and sed being in the City of Barrington. COUNTY OF COO	oney and said interest in accordance with the terms, provisions in contained, by the Mertgagors to be performed, and also in d, do by these presents CONVEY AND WARRANT unto the all of their estate, right, title and interest therein, situate, lying AND STATE OF ILLINOIS, to wir.
YOU DO THE THURBITAND HATTING 2 DETAIL & CIL	PRIVICE ON OF DADT
LOT 37 IN INVERLAKE UNIT NO. 2, BEING A SU OP THE WEST 1/2 OF THE NORTH EAST 1/4 AND	
of the north west 1/4 of Section 7, Townsh	
RANGE 10 EAST OF THE THIRD PRINCIPAL MERID	
ILLINOIS.	
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PIN: 02-07-202-041	🛶 🏋 145555 TRAN 0383 04/14/93 12:01:
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	93273777
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in the second of	
ROTE OF PROPERTY: 1419 CARLISLE, BAKRINSTEN, I	L 60010
with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, ensements, fixtures, and appurishments the	ereto belong ag, and all rents, issues and profits thereof for so
ng and during all sizeh times is Mortgagors may be entitled thereto (which are pledged pritostily	and on a parity with sand real estate and not secondarily) and
ng ami during all such times as Mortgagors may be entitled thereto (which are pledged primitally apparatus, equipment or articles now or hereafter therein or therein used to supply heat, gas, nogle units or centrally controlled), and ventilation, including (without restricting the foregoing and provided by the foregoing are declared to be	and on a pacte with saft real estate and find secondarity) with , air conditionar f, water, light, power, refrigeration (whether gr, screens, window a lades, storm doors and windows, floor - a out of said real evide whether physically attached thereto
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- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the greatests which may become damaged or be destroyed. (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the hen thereof; (1) 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 diadrang of such prior lies to the Mortgager; (4) complete within a reasonable time any buildings no buildings now or at any time in process of exection upon said premises: (5) comply with all requirements of faw 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 deplicate 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 of any part of the taxes or assessments of charges or here become required to be paid by Mortgagors, or changing in any way the laws relating to the faxation of mortgages or debt, secured by mortgages or the minner of collection of taxes, so as to affect this mortgage of the debt secured berely of 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 onlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the unposition 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 inrisdiction 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 require t by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagore, and the Mortgagor'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 is the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor, shall have such privilege of making prepayments on the principal of said note (in addition to the respired payments) as may be provided in said note.
- 6. Mortgagors shall k ep all buildings and improvements now or bereafter situated on said premises insured against loss or domage by fire, lightning and windsom under policies providing for payment by the insurance companies of moness sufficient either to pay the cost of replacing or repairing he ame or to pay in full the indebtedness secured hereby, all in companies satisfactors to the Mortgager, under insurance policies payable, it case of loss or domage, to Mortgager, such rights to be evidenced by the standard mortgage closes to be attached to each policy, and stail deliver all policies, including additional and renewal policies, to the Mortgager, and in case of insurance about to expire, shall deliver received policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Morgagee may, but need not, make any payment or perform any act hereinhelore required of Nivatgapore in any form and manner deemed expedies, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, commonise 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 afformers' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shell be so much additional indebtedness secured hereby and shall become immediately due and payable without natice and with interest th reof 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 Mortgagor).
- 8. The Mortgagee making any payment hereby as ho ized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquity 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 here a mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgage's, 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 that he 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 attentives fees, approper of fees, outlays for documentary and expert evidence, stenographers' charges, positiation costs and costs (which may be estimated as to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title anotance policies. Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be remainably increasing either to proceedite such suit or to evidence to hidders at any sale which may be had pursuant to such decree the true condition of the table to or the value of the premises. All expenditures and expenses of the nature in this par grain mentioned shall become so must a distinct indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by filliums law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate on heakturity proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by revsem of this mortgage of any indebtedness lively secured, or (b) preparations for the defense of any actual or theatened suit or proceeding which might affect the premises or the security bereof.
- 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 it imentioned 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; for the any overplus to Mortgagora, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to forcelose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before in 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 regiver shall have power to collect the rents, issues and profits of said premises during the pendency of such forcelosute 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 duaing 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 promose 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 paging of the whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any fax, special assessment of other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to forcelosure, sale; (2) the deficiency in case of a safe 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, silt 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 fien 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 habit for the paronem 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.