RECORDE E. COLE

UNOFF FORMA 03 MORTGAGE (ILLINOIS) For Lise With Note Form No. 1447

MORTGAGE (ILLINOIS)

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	COOK COUNTY COOK COUNTY RECORDER NHITE
THIS INDENTURE, made Nay 1	I WIUS LITT
Woward King, Paul Clark and Robert Modrich,	ECCE WITTOWS
Mb/a KCM Partnership, 406 Pleasant, Schaumburg, 11.	RECORDER WHITE JESSE WHITE ROLLING MENDOWS
And the second s	BOLTHAD
ino and street (city) (city) (state) (city) (state) (city) (city) (state) (city) (city	05-31-96 08:57
taryann Hejnowski, 208 Pinecroft, Roselle, IL	MUNRUNG 23,00 mm-
Roselle, Illinois	650 0,50 FUNCTY 20,00
(SIO AND STREET) (CITY) (STATE)	Above Space For Recorder's Use Only
rrein inferred to as "Martigagee," williesseth: THAT WHEREAS the Mortgagors are justly indebted to the Mortgagoe upon the ir	
wenty-Five Thousand and no/100(\$25,000,00)	The property of the control of the property of
5. 25. 000.00. Our Tryable to the order of and delivered to the Mortgagee, in an	d by which note the Mostgagors promise to pay the said principal -
um and interest at the rate an $\mathbb{P}_{a,r}$ is tallments as provided in said note, with a final payment	of the balance due on the 181 day of April
OL, and all of said principal s. d.m. crest are made payable at such place as the hobbers of the such appointment, then at the office of the Mortgagee at	e note may, from thue to time, in writing appoint, and in absence
NOW, THERE FORE, the Mortgagor ste secure the payment of the said principal sum of intil lithitations of this mortgage, and the per confine of the covenants and agreements be consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowled dortgagee, and the Mortgagee's successors and is ago, the following described Real Estate a	t money and said interest in accordance with the terms, provisions rein contained, by the Mortgagors to be performed, and also in ged, do by these presents CONVEY AND WARRANT unto the
dorigagee, and the Mortgagee's successors and as ago, the following described Real Estate and being in theCOUNTY OFCO	ok AND STATE OF ILANOIS, to wit:
Unit No. 1A-D in Willow Glen Manor Condominium a	s delineated on survey of the
following described real estate: Cariain lots in William	
Addition to Wheeling, in Section 2, 70 whitip 42 Nor	
Principal Meridian, in Cook County, wincis, (together	
vacated by Document No. 21715885 and except the	
for Twelfth Street by Document No. 2177 (071) which	
to the Declaration of Condominium recorded an Doc	
its undivided percentage interests in the common ele	ernents, in Cook County, Illinois.
which, with the property hereinafter described, is referred to herein as the "premises,"	
rinen, with the property neventages described, is reterized to neven as the premises,	
ermanent Real Estate Index Number(s):03-02-308-010-1004	
	Commission of the commission o
ddiess(er) of Real Estate: 271 Northoate, Unit 1A-1), Wheeli	/ /
Address(rs) of Real Estate: 271 Northgate, Unit 1A-12, Wheeli	/ /
TOOFTHER with all improvements, tenements, easomouts, fixtures, and appurrenance	thereta belonging and all rents, issues and profits thereof for so
TOGETHER with all improvements, tenements, ensements, fixtures, and appurtenance one and during all such times as Mortgagors may be entitled thereto (which are pledged grama	thereta locking and all rents, issues and profits thereof for so tily and on a parity vain and real estate and not secondarily) and
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TOOFTFIFIR with all improvements, tenements, easements, fixtures, and appurrenance ong and during all such times as Mortgagors may be entitled thereto (which are pledged prima il apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, angle units or centrally controlled), and ventilation, including (without restricting the foregoverings, mader beds, awnings, stoves and water heaters. All of the foregoing are declared to not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in	othereta belon, any and all rents, issues and profits thereof for so rily and on a parity vito said real estate and not secondarily) and gas, air conditioning, we're, light, power, refrigeration (whether oing), screens, window shades, storm does and windows, floor obe a part of said real es are whother physically attached thereto
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THE COVENANTS, COLUMN OF PROVISION CREEK TO 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 tepair, without waste, and free from mechanic's or other liens or claims for tien not expressly subordinated to the lien thereof; (3) pay when dre 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 discherge of such prior lien to the Mortgager; (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, formish to the Mortgagoe duolicate 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 and then thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxe; or assessments or charges or lieus herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of taxations of taxations of 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 Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments or teimburse 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 covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assign, against any liability in a red by reason of the imposition of any fax on the issuance of the note secured hereby.
- 5. At such time in 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 required payments) as may be provided to 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 windste in 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 indetendents 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 renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedien; and may, but need not, make full or partial payments of principal or interest on prior encambrances, 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 moness paid for any of the purposes berein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee and protect the mortgaged premise; and the lieu beroat, shall 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 be Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby author of relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office with a inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfei use, tax lien or 10%, or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein by an med, both principal and interest, when due according to the terms hereof. At the option of the Mortgage and without notice to Mortgagors, 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 (b) when default shall occur and continue for three days in the performance of any other agreement of the Nortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether as acceleration or otherwise. Mortgagee shall have the right to foreclose the lien bereof, the nay suit to loreclose the lien bereof, there said be allowed and included as additional indebtedness is the decree for sale all expenditures and expense; which may be paid or incurred by c, on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expense; which may be paid or incurred by c, on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expense; which may be paid or incurred by c, on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expense of proquing all such abstracts of offe, title searches, and examinations, litle insurance policies, Torreus certificates, and similar data and assurances with respect to time as Eurgagee may deem to be reasonably necessary either to provecute such suit or to evidence to bidders at any sale which may be had rursu not 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 patagrap mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the backstrate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate any tankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, citimant 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 might affect the premises or the security hereof.
- 33. 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 manifoned in the preceding analyth 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 Mortguegors, their heirs, legal representatives or a signs, as their rights may appear.
- 12. Upon or at any time after the filling of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of gaid premises. Such appointment may be made either before or after sale, without notice, without or igned to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the remises 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 saie 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 recurred hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other tien 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 ceposit 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 hieding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all nersons 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.