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3532571

.David. A., Weber(Name)	• • • •
.106. E Irving .Park .Road	,.
.Rosalle, .IL .60172	

This instrument was prepared by:

## MORTGAGE

THIS MORTGAGE is dated as of July 7 , 19 86 , and is	e betwe	en <sub> </sub>	- 100	<del></del>	<del> </del>	<del> </del>	_
HARRIS BANK ROSELLB of personally, but as Trustee under a Trust Agreement dated. June 20 , 1							1
("Mortgagor") and HARRIS BANK ROSELLE, an Illinois Banking Corporation, 108 East	Irving	Park Road	, Roselle,	Illinois	60172,	and i	te
puccessors and assigns ("Mortgagee").		. 4		1000			
			1.0	y			

## WITNESSETH:

Mortgagor has executed an Installment Note dated as of the date of this Mortgage, payable to the order of the Mortgagee ("Note") in the
principal amount of \$ 110.000.00
8 1.215.94 August 15 19 86 and continuing on
the same day of each (month) by an execthereafter, and a final installment of the balance of unpaid principal and interest on
19 91 , with interest at the per far um rate of ten and 1/2 percent (10.50 %) [INDEXESSES BEING PRIME PARKED
kismis:Dicest xook Berings; Bestyltoom Lor extinucionatication payable (monthly), (quantestylcon the principal balance of the Note remaining from
time to time unpaid, interest on the principal balance of the Note remaining from time to time unpaid shall be increased to the per annum rate of
twelve and 1/2 percent (12.50%) (beautiment and the management of the state of the
ettem; ** after the due date of the final installment or upon Default under the Note or this Mortgage. The terms and provisions of the Note are hereby
Incorporated by reference herein.

To secure payment of the indebtedness evident ad bir the Note and the hereinafter defined Liabilities, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagor, all of Mortgagor's estate, right, title and interest in the following described real estate located in \_\_\_\_\_\_\_Cook\_\_\_\_\_\_\_County, Illinois:

Lot Thirty-Seven (37) in Block Two (2) to Centex-Schaumburg Industrial Park, Unit 76 being a Resubdivision in the Nort; Half (1/2) of Section 33, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 7, 1974, as Document Number 2741985.

Permanent Index No. 07-3 3-20/- 077-0000

Property Address: 613 Estes Ave. Schaumburg, IL e/

Poturn tol CHICASID TITLE INSURANCE CON P. U. Fax 827 Wheele M. 40140-4458 Librar No. 2292/

which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, uninstals, easements located in, on, over or under the Premises, and all types and kinds of furniture, fixtures, apparatus, machinery and equipment, including without limitation, all oil the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or weathering used to supply heat, gas, air conditioning, for coverings, earnings, etchically altered weter-heather whether now on the Premises or hereafter erected, installed or placed on or in the Premises, or whether or not physically attached to the Premises whether now on the Premises or hereafter erected, installed or placed on or in the Premises, or whether or not physically attached to the Premises and a portion of the security for the Liabilities as between the parties hereto and all persons claiming by, through or under them.

"TO BE DELEYED WHEN THIS MORTGAGE IS NOT EXECUTED BY A LAND TRUST "TO BE DELETED WHEN INTEREST ACCRUES ON A FIXED RATE とっていていてん

WITNESS the hand..... and seel.... or wordpagor the day and year set torth above.

- 12. When the indebtedness secure if areby hall become due whether by acceleration or otherwise, Mortgages shall have the right to foreclose the lien of this Mortgages in any act to fore lose the lien of this longues, there is the problem of the lien of this Mortgages in any act to foreclosure all expenditures and expenses which may be paid of incurred by of on behalf of Mortgages for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, atenographers' charges, publication coats and coats of procuring all abstracts of title, title searches and examinations, title insurance policies. Torrens certificates, tax and lien searches, and almiliar data and assurances with respect to title as Mortgages may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgages. All expenditures and expenses mentioned in this paragraph shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note, when paid or incurred by Mortgages. This paragraph shall also apply to any expenditures or expanses incurred or paid by Mortgages or on behalf of Mortgages in connection with (a) any proceeding, including without limitation, probate and barkruptcy proceedings, to which Mortgages shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any Indebtedness secured hereby; or (b) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, which here or not actually commenced.
- 13. The proceeds of any foreclosure sale 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 the items that are mentioned in the preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note or the Liabilities, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.
- 14. Upon, or at any time after the filling of a complaint to foreclose this Mortgage, the court in which such suit is filled may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of the Premises or whether the Premises shall be then occupied as a homestead or list. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the period of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whather there be redemption of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whather there be redemption of the receiver, would be entitled to collect the rents, issue and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises during the statutory redemption period, if any. The court in which the foreclosure suit is filled from time to time may suited as the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured Py any Judgment foreclosing this Mortgage, or any tax, special assessment or other lien which may be or foreclosure sale and deficiency.
- 15. No action for the enforcement of the linnar of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing in an action at law upon the Note.
  - 16. Mortgages shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
  - 17. Mortgagee shall release this Mortgage by a proper release upon payment in full of the Note and all Liabilities.
- 18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties at all have executed the Note or this Mortgage. The singular shall include the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.
- 19. Unless otherwise agreed to in writing, Mortgagor covenants and agreer to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment then at the office of Mortgagee commencing with the first interest payment pursuant to the Note secured hereby, and on the day each and every interest payment date thereafter until the indebtedness secured by this Mortgage is fully paid, a sum agual to the last total annual taxes and assessments for the last ascertainable year (gen and appecial) with respect to the Premises divided by the number of annual interest payments due hereunder. Notwithstanding the foregoing, if the figures or assessments for the last ascertainable year (gen and appecial) with respect to the amount of the deposits to be paid pursuant to this paragraph shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. Concurrent with the disbursement of the Note, Mortgagor will also uniquely assessments with respect to the Premises on an accrual basis for the period from January 1, immediately following the year for which all taxes and assessments have been fully paid to and including the date of the first tax and assessment deposit hereinabove mentioned. The deposits are to be independent in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due it if payable when they become due, if the funds so deposited are insufficient to pay any of the taxes or assessments (general) for any year. When the same shall become due and payable, Mortgagor shall, within ten days after receipt of a notice and demand from Mortgagoe deposit the additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess shall be applied to subsequent door its or taxes and assessments.
- 20. Upon request by Mortgagee, concurrent with and in addition to the deposits for general and special taxes and assessments pursuant to the terms of Paragraph 19 of this Mortgage, Mortgagor will deposit with Mortgagee a sum equal to the premiums that visit become due and payable on any insurance policies required hereunder, divided by the number of annual interest payments due hereunders that such payments are sufficient to pay the insurance premiums when they become due and payable. All sums deposited hereunder shall by hold in trust without interest for the purpose of paying the insurance premiums.
- 21 IN THE EVENT THIS MORTGAGE IS EXECUTED BY A CORPORATE LAND TRUSTEE OR A CORPORATION, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.
- 22. In the event this Mortgage is executed by a corporate (and trustee, then this Mortgage is executed by the undersigned, not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof and through enforcement of the provisions of any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of said Trustee, if any, being expressly waived in any manner.
- 23. This Mortgage has been made, executed and delivered to Mortgages in Roselle, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

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