

3779809

ORIGINAL

9/6/76

REAL ESTATE MORTGAGE

To Secure a Loan
From THE BANK OF HIGHWOOD

NOTE IDENTIFIED

1. DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is February 4, 1968, and the parties and their mailing addresses are the following:

MORTGAGOR:

SAMUEL PASS, HUSBAND OF ARLENE PASS
8408 Oak
Des Plaines, Illinois 60018
Social Security # 323-4817108
husband of Arlene Pass
ARLENE PASS, WIFE of Samuel Pass
8408 Oak
Des Plaines, IL 60018
Social Security # 360-32-6198
wife of Samuel Pass

THIS INSTRUMENT WAS PREPARED BY
MOJIB HUSSEINI-K
BANK OF HIGHWOOD
10 HIGHWOOD AVENUE
HIGHWOOD, IL 60040

BANK:

THE BANK OF HIGHWOOD
an ILLINOIS banking corporation
10 Highwood Avenue
Highwood, Illinois 60040
Tax I.D. # 30-2491080
(as Mortgagee)

2. OBLIGATIONS DEFINED. The term "Obligations" is defined and includes the following:

- A. a promissory note, No. 100043006170, (Note) dated February 4, 1968 and executed by SAMUEL PASS and ARLENE PASS (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the principal amount of \$25,000.00, and all extensions, renewals, modifications or substitutions thereof;
- B. all future advances by Bank to Borrower, to Mortgagee, to any one of them and to any one of them and others (regardless of whether or not this Mortgage is specifically referred to in the evidence of indebtedness with regard to such future or such other indebtedness);
- C. all additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property and its value, and any other sums advanced, and expenses incurred, by Bank pursuant to this Mortgage, the interest of the rate provided for in the Note;
- D. all other obligations to the extent the taking of the Collateral as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagee's, behalf as authorized by the Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; and
- E. Borrower's performance of the terms in the Note and Mortgagee's performance of any terms in the Mortgage, any deed or trust, any lease, deed, any other mortgage, any deed to secure debt, any assignment of beneficial interest, any loan agreement, any conditional loan agreement, any security agreement, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount (exclusive of interest, attorneys' fees, principal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including however any sums advanced for the protection of the Property or Bank's interest therein, shall not exceed the sum of \$25,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amount.

4. CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which include the Note according to its specific terms and the obligations in this Mortgage), Mortgagee hereby bargains, grants, mortgages, conveys and warrants to Bank, as Mortgagee, the following:

The South 36 Feet of the North 756.0 feet, as measured on the West Line thereof, (except the West 120.0 feet, as measured on the West Line thereof) of Lot 84 through Eighty-Seven (87) both inclusive and Lot Eighty-Seven (87) through Eighty-Four (84) both inclusive. (Taken as a Tract).

which, including all other accretions and returns, shall be All in Morris Green's Golf Park Terrace Unit No. 3, being a Subdivision of part of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 15, Township 4 North, Range 13, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, as Book 53, 1961, LA Encroachment Number 1884011.

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STATE OF ILLINOIS... TO HAVE AND TO HOLD the Property...

THE PARTIES... (Legal description of land in Cook County, Illinois...)

PERMANENT INDEX NO. 09152120270000... (Mortgage and deed information)

PROPERTY OF... (Mortgage and deed details)

- 1. OBLIGATIONS DEFINED... 2. ALL OTHERS... 3. THE BORROWERS...

NOTE IDENTIFIED

DATE AND PARTIES... THE DEED...

SAMUEL PASS, Husband of Arlene Pass

MARIE PASS, Wife of Samuel Pass

REAL ESTATE MORTGAGE... (Bank of Hawthorn, IL 60040)

REAL ESTATE MORTGAGE To Secure a Loan From THE BANK OF HAWTHORN

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claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and agrees to give up all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

5. **INTEREST AND REPAYMENT OF THE OBLIGATIONS.** The Note accrues interest from the date of disbursement on the unpaid principal balance at a Special Prime Rate (hereafter defined) plus .5 percentage points per annum until the Note matures or the obligation is accelerated. The Special Prime Rate is defined as The Wall Street Journal's Money Rate Section and is quoted by the Wall Street Journal, as adjusted and announced or published from time to time. All adjustments to the interest rate will be made when the Prime Rate changes. Any increase in the interest rate will take the form of a larger amount due at maturity. The maximum interest rate for the Loan and Note shall be 20% per annum and the minimum interest rate shall be 5% per annum. After maturity or acceleration, the Loan shall bear interest at rate specified in the paragraph entitled "DEFAULT INTEREST" in the Note on the balance of the Loan which is not paid at maturity or acceleration until paid in full. The Loan and Note are limited to the maximum lawful amount of interest (Maximum Lawful Interest) permitted under applicable federal and state laws. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower.

The effective interest rate today is 11% per annum (which is the Special Prime Rate today of 10.5%, plus .5 percentage points). The Special Prime Rate today is not necessarily the lowest rate at which Bank lends its funds. The Special Prime Rate is only an index rate from which interest rates actually charged to customers may be measured. The use of the Special Prime Rate is for convenience only and does not constitute a commitment by Bank to lend money at a preferred rate of interest.

Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed.

All unpaid principal and accrued interest are due and payable upon demand. Until demand is made, accrued interest is due and payable in 12 monthly payments on the 4th day of each month, beginning March 4, 1989. The last scheduled payment, which is due on February 4, 1990, is estimated to be \$25,200.00, plus any accrued interest. Unless paid sooner or demand is made, all unpaid principal and accrued interest shall be due and payable on February 4, 1990. These payment amounts are based upon timely payment of each installment. In the event the interest rate increases and the payments due are not sufficient to pay the increased accrued interest, payments shall be increased by an amount sufficient to pay such interest notwithstanding the payment schedule above.

6. **LIENS AND ENCUMBRANCES.** Mortgagor warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever, except: First Mortgage was granted to The Bank of Chicago. Mortgagor agrees to pay all claims when due that might result, if urgent, in the foreclosure, auction or disposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagor may in good faith correct any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or in prevent its foreclosure or execution.
7. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor covenants and agrees to keep, observe and perform, and to require that the tenants keep, observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property. In case Mortgagor does not or neglects or refuses to do so, then Bank may, at Bank's option, perform and comply with, or require performance and compliance by the tenants, with any such lease covenants, agreements and provisions. Any sums expended by Bank in performance or compliance therewith or in enforcing such performance or compliance by the tenants (including costs, expenses, attorney's fees and paralegal fees) shall accrue interest from the date of such expenditures at the same rate as the Obligations and shall be paid by Mortgagor to Bank upon demand and shall be deemed a part of the debt and Obligations and recoverable as such in all respects.

In addition to the covenants and terms herein contained and not in violation thereof, Mortgagor covenants that Mortgagor will not in any case cancel, abridge or otherwise modify tenancies, subtenancies, leases or subleases of the Property or accept prepayments of installments of rent to become due thereunder. The Obligations shall become due at the option of Bank if Mortgagor fails or refuses to comply with the provisions of this paragraph. Each lease of the Property shall provide that, in the event of enforcement by Bank of its remedies provided for by law or by this Mortgage, any person succumbing to the interest of Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance. All leases made with tenants of the Property shall provide that they issue securities which be treated as trust funds not to be commingled with any other funds of Mortgagor and Mortgagor shall on demand furnish to Bank satisfactory evidence of compliance with this provision together with a verified statement of all lease securities deposited by the tenants and copies of all leases.

8. **EVENTS OF DEFAULT.** Mortgagor shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default). The Events of Default are:
- A failure by any person obligated on the Obligations to make payment when due thereunder; or
 - A default or breach under any of the terms of this Mortgage, the Note, any construction loan agreement or other such agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guaranteeing, securing or otherwise relating to the Obligations; or
 - The making or furnishing of any verbal, or written, representation, statement or warranty to Bank which is, or becomes, false or untrue in any material respect by, or on behalf of, Mortgagor, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
 - The death, dissolution or insolvency of, the appointment of a receiver by or on the behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against, Mortgagor, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
 - A good faith belief by Bank at any time that Bank is insecure, that the proceeds of any payment is impaired or that the Property or Collateral is impaired; or
 - Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or other obligation or before its due date; or
 - A transfer of a substantial part of Mortgagor's money or property; or
 - If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagor except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE".

9. **REMEDIES ON DEFAULT.** At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately foreclose and may immediately invoke any or all other remedies provided in the Note, Mortgage or Related Documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.

10. **DUE ON SALE OR ENCUMBRANCE.** Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be

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Immediately due and payable upon the creation of any lien, encumbrance, transfer, sale or contract to transfer or sell by Mortgagee, except as stated below. The following events shall not cause the Obligations to be immediately due and payable:

- A. the creation of a lien or other encumbrance subordinate to Bank's security instrument which does not relate to a transfer of rights of occupancy in the Property;
- B. the creation of a purchase money security interest for household appliances;
- C. a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
- D. the granting of a leasehold interest of three years or less not containing an option to purchase;
- E. a transfer to a relative resulting from the death of Mortgagee;
- F. a transfer where the spouse or child of Mortgagee becomes owner of the Property;
- G. a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of Mortgagee becomes an owner of the Property;
- H. a transfer into an inter vivos trust in which Mortgagee is not a beneficiary and which does not relate to a transfer of rights of occupancy in the Property, assignment of beneficial interest or direction to execute; or
- I. any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board.

In the preceding paragraph, the term "Property" also includes any interest in all or any part of the Property; the phrase "sale or transfer" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than 3 years, lease-option contract or any other method of conveyance of the Property interests; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, choice or include, any of which is superior to the lien created by this Mortgage. This covenant shall run with the Property and shall remain in effect until the Obligations and this Mortgage are fully paid. Bank may impose conditions on such consent to transfer, sale or encumbrance, including, but not limited to, a full or partial acceleration of the interest rate, a modification in any term of the Note or the payment plan, and an abatement in the prepayment privilege. Lapse of time or the acceptance of payments by Bank after any such transfer shall not be deemed a waiver or waiver of Bank's right to accelerate the Note. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise, Mortgagee notice of acceleration to the address of Mortgagee as shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagee shall pay the sums declared due. If Mortgagee fails to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagee, invoke any remedies permitted on Default.

11. **POSSESSION ON FORECLOSURE.** If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagee agrees that the Bank shall be entitled to immediate possession as Mortgagee in possession of the Property to the extent not prohibited by law, or the court may appoint or placement of mortgagee in possession, and Mortgagee hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any moneys so collected shall be used to pay taxes or provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, and expenses or be authorized by the court. Any sum remaining after such payments will be applied to the Obligations.

12. **PROPERTY OBLIGATIONS.** Mortgagee shall promptly pay all taxes, assessments, levies, water rents, other rents, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagee shall provide written proof to Bank of such payments.

13. **INSURANCE.** Mortgagee shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank, in an amount at least equal to the amount of the Obligations. Such insurance shall contain the standard "Coverture Clause" and shall name and endorse Bank as mortgagee. If an insurer elects to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations covered by the Mortgage or to have said Property repaired or rebuilt. Mortgagee shall deliver or cause to deliver evidence of such coverage and copies of all policies and renewals relating thereto. Mortgagee shall pay the premiums required to maintain such insurance in effect until such time as the requirements for such insurance terminate. In the event Mortgagee fails to pay such premiums, Bank may, at its option, pay such premiums. Any such payments by Bank shall be repayable upon demand of Bank or if no demand is made, in accordance with the paragraph below entitled "BANK MAY PAY".

14. **WASTE.** Mortgagee shall not alienate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. The term "waste" is used herein in its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, substances, pollutants or other contaminants. Mortgagee shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagee shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.

15. **CONDITION OF PROPERTY.** As to the Property, Mortgagee shall:
A. keep all buildings occupied and keep all buildings, structures and improvements in good repair;
B. refrain from the commission or allowance of any act of waste, removal, destruction, or impairment of the value of the Property or improvements thereon;
C. not cut or remove, or permit to be cut or removed, any wood or timber from the Property;
D. not permit the Property to become subject to or contaminated by or with waste;
E. prevent the spread of noxious or damaging weeds, grasses and prevent the growth of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.

To the best of Mortgagee's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagee makes this affirmative warranty by intending Bank to rely upon it in extending the Loan to Mortgagee.

16. **SPECIAL INDEMNIFICATION.** Mortgagee agrees to protect, indemnify, defend and hold harmless Bank to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including, without limitation, punitive damages, if permitted by law), violations, environmental responses and/or clean-up costs, fines, penalties and expenses (including, without limitation, reasonable counsel fees, cost and expense incurred in investigating and defending against the assertion of such facilities, or such fines, costs and damages are incurred), of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, without limitation: the ownership and/or operation of the Property and of activities relating thereto; any knowing or material misrepresentation or material breach of warranty by Mortgagee; any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or creation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damage to air, surface or ground water, soil and biota; and any private civil or court judgments.

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17. **INSPECTION BY BANK.** Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagor prior notice of any such inspection.

18. **PROTECTION OF BANK'S SECURITY.** If Mortgagor fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, encroachments, eminent domain, mechanics, housing or environmental cases or law enforcement, or arrangements or proceedings involving a bankruptcy or dividend, then Bank, at Bank's sole option, may make such appearances, discharge such liens, and take such action as is necessary to protect Bank's interest. Mortgagor hereby assigns to Bank any right Mortgagor may have by reason of any prior encumbrances on the Property or by law or otherwise to cure any default under said prior encumbrance.

19. **COLLECTION EXPENSES.** In the event of any action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay all fees and expenses incurred in connection therewith, including but not limited to the generally imposed filing fees, commissioner's fees, witness fees, costs of publication, costs of procuring abstracts of title, Taxmap certificates, foreclosure notices, the bank's fees, reasonable attorney's fees, paralegal fees and costs. All such fees and expenses shall be added to the principal due under the Obligations and shall bear interest at the rate provided for by the obligation as of the date of the payment and such payments shall be part of the lien herein provided and shall be secured by this lien.

20. **CONDEMNATION.** In the event all or any part of the Property (including but not limited to any easement therein) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagor will promptly give written notice in Bank of the institution of such proceedings. Mortgagor further agrees to notify Bank of any attempt to purchase or appropriate the Property or any easement therein, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagor further agrees and covenants that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagor shall cause to notify the Clerk of any proceedings instituted for the establishment of any canal, or an improvement, ditch, drainage, or other ditch running to or flowing upon the Property or any part thereof. All awards payable for the taking of the lot, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgments therefor shall be entered in favor of Bank.

When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, interest or other liens provided for in this Mortgage, whether due or not, in such order and manner as Bank may determine. Any amount not so used shall be applied to the Obligations. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagor shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable attorney's fees and paralegal fees, court costs and other expenses.

21. **OTHER PROCEEDINGS.** If any action or proceeding is commenced in which Bank is made or chosen to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagor agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorney's fees, paralegal fees, court costs and all other charges and expenses.

22. **WAIVER BY MORTGAGOR.** To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to:

- A. foreclosure;
- B. encroachments on the Property;
- C. appraisement;
- D. marshalling of liens and assets; and
- E. election of lienholders.

In addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law.

23. **PARTIAL FORECLOSURE.** In case of default in the payment of the Obligations or in case of payment by Bank of any tax, assessment, interest, cost or expense or the filing of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole interest herein due and payable, to foreclose on account of such specific default against the Property or any part thereof which may be sold subject to the remaining unpaid balance of the Obligations. This Mortgage shall continue as a lien for such unpaid balance of the Obligations.

24. **BANK MAY PAY.** If Mortgagor fails to pay when due any of the items it is obligated to pay or fails to perform when obligated to do, then, in any of its option:

- A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;
- B. pay, when due, installments of any real estate tax imposed on the property; or
- C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

Mortgagor agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorney's fees and paralegal fees. Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of the lien and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

25. **GENERAL PROVISIONS.**

- A. **TIME IS OF THE ESSENCE.** Time is of the essence of Mortgagor's performance of all duties and obligations imposed by this Mortgage.
- B. **NO WAIVER BY BANK.** Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Mortgagor's strict performance of any provisions contained in the Mortgage, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any default not completely cured or any other defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies or privileges of Bank under the Note, this Mortgage, or other loan documents, the law or equity.
- C. **AMENDMENT.** The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Bank.
- D. **GOVERNING LAW.** This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise

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- preempted by federal laws and regulations.
- E. **FORUM AND VENUE.** In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in writing by Bank.
- F. **SUCCESSORS.** This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
- G. **NUMBER AND GENDER.** Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- H. **PARAGRAPH HEADINGS.** The headings at the beginning of each paragraph, and each sub-paragraph, in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage or any part thereof.
- I. **IF HELD UNENFORCEABLE.** If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.

20. **ACKNOWLEDGEMENT.** By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of this Mortgage has been received by the Mortgagor.

MORTGAGOR:

Samuel Pass

 SAMUEL PASS
 Individually

Arlene Pass

 ARLENE PASS
 Individually

STATE OF Illinois

ss:

COUNTY OF LAKE

On this 9th day of APRIL, 1991, MICHAEL E. DUFFY, a notary public, certify that SAMUEL PASS husband of Arlene Pass, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

Michael E. Duffy

 MICHAEL E. DUFFY
 Notary Public

"OFFICIAL SEAL"
 MICHAEL E. DUFFY
 Notary Public, State of Illinois
 My Commission Expires 7/25/92

STATE OF Illinois

ss:

COUNTY OF LAKE

On this 9th day of MARCH, 1991, MICHAEL E. DUFFY, a notary public, certify that ARLENE PASS, wife of Samuel Pass, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

Michael E. Duffy

 MICHAEL E. DUFFY
 Notary Public

"OFFICIAL SEAL"
 MICHAEL E. DUFFY
 Notary Public, State of Illinois
 My Commission Expires 7/25/92

This document was prepared by THE BANK OF HIGHWOOD, 10 Highwood Avenue, Highwood, Illinois 60142.
 Please return this document after recording to THE BANK OF HIGHWOOD, 10 Highwood Avenue, Highwood, Illinois 60142.

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YOUNG & RUBICAM
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1000 N. LAKE ST. CHICAGO, IL 60611

STATE OF ILLINOIS
YOUNG & RUBICAM
PRINTED BY THE STATE OF ILLINOIS
1000 N. LAKE ST. CHICAGO, IL 60611

AMK

09 MAR 16 PM 3:49
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

105089
633571
DUPLICATE

6086113779809

6086113779809

Account	
Address	
City	
State	
Zip	
Name	
Day	
Address	
Notified	

CTA

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969176*