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This Instrument was Prepared By: First National Bank of Northbrook MOFFIOHALICOPY777 1300 Meadow Road Northbrook, Illinois 60062

THE UNDERSIGNED, F. Bergetz and Jane R. Bergetz, his wife

, County of Cook , State of Illinois of Mount Prospect

referred to as the Mortgagor, does hereby mortgage and warrant to The First National Bank of Northbrook

having its principal office in the Village of Northbrook, Illinois, hereinaster referred to as the Mortgagee, the following real estate in the County of , in the State of Illinois

LOT NINETY FOUR (94) In Surety's Bonnie Park, a Subdivision of Lot Two (2), in Oshlerking's Division of part of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian, in the Village of Mount Prospect, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on May 11, 1956, as Document Number 1669522.

Commonly known as 621 S. Edward Street, Mount Prospect, Illinois 60056 P.I. #08-12-425-011

Together with all wildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any where thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, story a cors and windows. floor coverings, screen doors (all of which are intended to be and are hereby declared to be a part of said recal estate whether physicall, at ached thereto or not), and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein, all or more fully set forth in Paragraph I on the reverse rule hereof. Notwithstanding anything in this Mortgage to the contrary, no provision hereof shall be deemed or interpreted to grant to mortgage or any other role of a non-possessing security interest in household goods as defined in Regulation AA of the Federal Reserve Board unless such interest is a purchase money security interest in the Collateral as described herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners part of the loan hereby secured.

TO HAVE AND TO HOLD the said (ror city, with said buildings, improvements, fixtures, apparatus and equipment, unto said Mortgagee forever, for the uses herein set forth, free from the rights and benefits under the Homestead Exemption Laws of the State of Illinois, or other applicable Homestead Exemption Laws, which said rights and benefits said Mortgagor does hereby release and waive.

Eight Hundred Sixty-Three and 81/100----Dollars (\$ 863,81 commencing the lst day of October , 19 90, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in fiv. 2) The performance of other agreements in said Note, which is hereby incorporated herein and made a part of hereof, and which provides, among other things, for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes, assessments, insurance premiums and other charges upon the morting d premises; (3) Any future advances as hereinafter provided; and (4) The performance of all of the covenants and obligations of the Mortgagor to the Mortgage, as contained herein and in said Note

## THE MORTGAGOR COVENANTS:

-04ng THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said Note provides, or according to any agreement extending the time of payment thereof, (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special cases, special cases against said property (including those heretofore due), and to furnish Mortgagee, upon request, du blical receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the impresements now or hereafter upon said premises insured against amage by fire, and such other hazards as the Mortgage may require to be insured against; and captured the property of the purpose of this requirement; (3) To keep the impresements now or hereafter upon said premises insured against and the property of the purpose of this requirement; (3) To keep the impresements now or hereafter upon said premises insured against as the Mortgage may require, unit said indebtedness is fully gaid, or in case of foreclosure, unit expiration of the period of redemption, for the full insurable value thereof, in such companies and indebtedness is fully gaid, or in case of foreclosure, unit expiration of the period of periods, and contain the usual long form mortgage clause satisfactory to Mostgage says. Insurance policies shall remain with the Mortgage and providing that they cannot be cancelled upon test than 30 days notice Mortgage, and it case of foreclosure sale payable to the companies, and the Mortgage is authorized to apply an excession of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Sheriff's or Jud's id deed; and in case of loss under such policies, the Mortgage is authorized to apply the proceed of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Sheriff's or Jud's id deed; and in case of loss under such policies, the Mortgage is authorized to apply

B. That in case of failure to perform any of the covenants herein. Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at 10.25 per cent per annum shall become so much additional indebtedness secured by this Mortgage with the same priorty as the organal indebtedness and may be included in any judgment or decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

C. That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or a later date.

D. That this mortgage shall also secure additional loans hereafter made by the then holder of the note secured hereby to the then owner of the real estate described herein, provided that no such additional loan shall be made if the making thereof would cause the total principal indebtedness secured hereby to exceed the amount of the original principal indebtedness stated herein. Each such additional loan shall be evidenced by a note or other evidence of indebtedness identifying such additional loan as part of the indebtedness secured hereby, and shall mature not later than the then maturity date of the original indebtedness secured hereby. Nothing herein contained shall imply any obligation on the part of any holder of said note to make any such additional loan.

E. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgage may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured. Nothing herein contained shall imply any consent to such transfer of ownership.

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H. In case the mortgaged property of a figuration thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any preperty taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it rise elect, to the immediate reduction of the indebtedness secured hereby, or to the tepair and restoration of any property so damaged, provided that any cross over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee

or or inwinn applied by the storage as a mass street, to the immediate reduction of the indebtedness shall be delivered to the Mortgager of this assigned.

1. All casements, tents, issues and profits of a id premises are pledged, assigned and transferred to the Mortgager, whether now due or hereafter to become due, under or by virtue of any lease of agreement. As we use of occupancy of said property, or any part thereof, whether said lease of agreement is written or verbal, and it is the intention here (a) to pledge staff tents, issues and profits or a parity with said real estate and not secondarils and such pledge shall not be deemed merged in any foreclosure judgment or degree and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the light in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any passisting of contact and assignment to the Mortgagee of all such leases, collect said avails, rents, issues and profits, regardless of Aten earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employers, alter or repair said premises, buy furnishings and equipment therefore when it deems necessary, purchase adequate fire and extended coverage and other for my of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary, for any purpose herein stated to secure which a lien is hereby certaited on the mortgaged premises and on the occome thereform which lien is prior to the lien of a by other indebtedness hereby secured, and out of the income terian reaconable compensation for itself, pay insurance premiums, taxes and assessments, and all expressions of the indebtedness hereby secured before or after any jet ignemit or decree of foreclosure, and on the e

J. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of per ormance of any covenant herein contained or in any obligation secured hereby shall thereafter in any manner affect the right of Mortgagee to require or encourage of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and that the powers herein mentioned may be exercised as often as occasion therefor arises. may be exercised as often as occasion therefor arises.

K. In the event Mortgagors be a corporation, or corporate trust, such corporate trust, such corporation, or trust in the coases permitted by statute, hereby waives any and all rights of redemption from sale under any judgment or decree of foreclosure of this mortgage, on it, own behalf and behalf of each and every person, except decree or judgment creditors of such corporation, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

L. A reconveyance of said real estate shall be made by Mortgagee to Mortgagors on Call payment of the indebtedness (c) (ed hereby, the performance of the covenants and agreements herein made by Mortgagors, and the payment of the reasonable fees of Mortgagee.

IN WITNESS WHEREOF, we have hereumo set our hands and seals this 21st day of August	, A.D. 19 <b>90</b>
Paul F. Bergetz Jane R. Bergetz	(SEAL)
(SEAL)	(SFAL)
STATE OF Illinois  I, 4	
COUNTY OF COCY Paul F. Bergetz and Jane R. Bergetz, his wife	
personally known to me to be the same persons whose name or names is of are subscribed to to the property appeared before me this day in person and acknowledged that they appeared sealed and delivered the said Instrument as their free and volunta THOMAS E. ALLEAND perposes therein set forth, including the release and waiver of all rights under any hor	ary act, for the uses
MY COMMISSION EXPIRES 5/1/93/4VI:b) under by hand and Notarial Seal this day of	Augus:
The state of the s	Notary Public

Notary Public