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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1725729081

Doc# 1725729081 Fee \$62.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/14/2017 12:44 PM PG: 1 OF 13

The property identified as: **PIN:** 13-13-130-010-0000

Address:

Street: 4431 N. Richmond

Street line 2:

City: Chicago

State: IL

ZIP Code: 60625

Lender: Robert B. Moore, as Trustee of the Robert B. Moore Revocable Trust

Borrower: Shannon R. Weber and Andrew Weber

Loan / Mortgage Amount: \$720,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: 3C67A918-5A3F-4F0D-B081-1ABFE4ACC403

Execution date: 9/12/2017

Rear

UNOFFICIAL COPY**MORTGAGE
(ILLINOIS)**

This document was prepared by
and after recording return to:

Darrin S. Forbes
Neal, Gerber & Eisenberg LLP
2 N. LaSalle Street, Suite 1700
Chicago, Illinois 60602

(The Above Space for Recorders Use Only)

THIS MORTGAGE is made as of August 31, 2017, by SHANNON R. WEBER and ANDREW WEBER, as joint tenants, having an address at 4431 North Richmond, Chicago, Illinois 60625, herein referred to as "Mortgagor," in favor of ROBERT B. MOORE, not individually but solely as Trustee of the Robert B. Moore Revocable Trust, having an address at 528 Lighthouse Way, Sanibel, Florida 33957, herein collectively referred to as "Mortgagee," witnesseth:

THAT WHEREAS Mortgagor is justly indebted to Mortgagee upon the promissory note of even date herewith, in the principal sum of SEVEN HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$720,000.00) (as amended from time to time, the "Note"), payable to the order of and delivered to Mortgagee, in and by which Note Mortgagor promises to pay the said principal sum and interest at the rate and in installments as provided in the Note, with a final payment of the balance due on the July 31, 2026, and all of said principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing appoint.

NOW, THEREFORE, Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by Mortgagor to be performed, and also in consideration of the sum of One Dollar and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY AND WARRANT unto Mortgagee, and Mortgagee's successors and assigns, the following described real estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, to wit:

SEE **EXHIBIT A** attached hereto and made a part hereof
(together with the property hereinafter described, referred to herein collectively, as the
"Mortgaged Property").

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or

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thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, and all other property and rights of Mortgagor of every kind and character relating to the Mortgaged Property, all rights of Mortgagor in, to and under all leases, licenses, occupancy agreements, concessions and other arrangements, oral or written, now existing or hereafter entered into, whereby any person agrees to pay money or any other consideration for the use, possession or occupancy of any portion of the Mortgaged Property (herein collectively referred to as the "Leases"), and the right, upon the occurrence and during the continuance of any default hereunder, after notice to Mortgagor, to receive and collect all rent and other amounts due and payable under the Leases, together with all proceeds and products of any of the foregoing. All of the foregoing are declared to be a part of the Mortgaged Property whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Mortgaged Property by Mortgagor or its successors or assigns shall be considered as constituting part of the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, and Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive.


The name of a record owner is: SHANNON R. WEBER and ANDREW WEBER, as joint tenants.

This Mortgage consists of 12 pages. The covenants, conditions, provisions and exhibits appearing on pages 5 through 12 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, its heirs, successors and assigns.

[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed as of the day and year first above written.

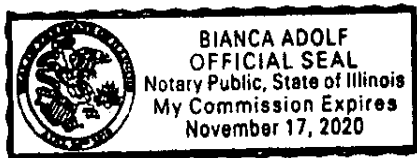

SHANNON R. WEBER

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, a Notary Public in and for County and State aforesaid, do hereby certify that SHANNON R. WEBER, 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 she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st day of August, 2017.

Commission expires: 11/17/20




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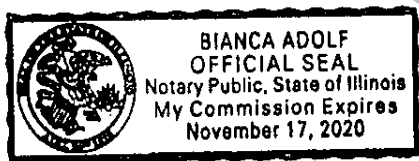
ANDREW WEBER

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, a Notary Public in and for County and State aforesaid, do hereby certify that ANDREW WEBER, 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 she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st day of August, 2017.

Commission expires: 11/17/20


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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Mortgaged Property which may become damaged or be destroyed; (2) keep the Mortgaged Property in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Mortgaged Property; (5) comply with all requirements of law or municipal ordinances with respect to the Mortgaged Property and the use thereof; and (6) make no material alterations to the Mortgaged Property except as required in the normal operation of the Mortgaged Property or required by law or municipal ordinance.

2. Mortgagor 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 Mortgaged Property when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor 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 Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in 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, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor 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, Mortgagee may elect, by notice in writing given to Mortgagor, 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 Mortgaged Property, any tax is due or becomes due in respect of the issuance of the Note, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agree to indemnify Mortgagee, and Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note.

5. At such time as Mortgagor is not in default either under the terms of the Note or under the terms of this Mortgage, Mortgagor shall have such privilege of making prepayments

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on the principal of the Note (in addition to the required payments) as may be provided in the Note.

6. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Mortgaged Property insured against loss or damage by fire, lightning and windstorm 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 indebtedness secured hereby, all in companies satisfactory to 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 Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, 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 the Mortgaged Property 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 attorney's fees, and any other moneys advanced by Mortgagee to protect the Mortgaged Property and the lien hereof, 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 Mortgagee on account of any default hereunder on the part of Mortgagor.

8. Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry 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. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Mortgagee and without notice to Mortgagor, 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 five (5) business days in the performance of any other agreement of Mortgagor herein contained.

10. Upon or any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint receiver of the Mortgaged Property. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not, and Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of

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redemption, whether there be redemption or not, as well as during any further times when Mortgagor, 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 Mortgaged Property 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 secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (2) the deficiency in case of a sale and deficiency.

11. 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.

12. Mortgagee shall have the right to inspect the Mortgaged Property at all reasonable times and access thereto shall be permitted for that purpose.

13. Upon written request of Mortgagee, Mortgagor shall periodically deposit with Mortgagee such sums as Mortgagee may reasonably require for payment of taxes, assessments and insurance on the Mortgaged Property. No such deposit shall bear any interest.

14. 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 the Mortgaged Property, 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 Mortgagee, notwithstanding such extension, variation or release.

15. 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.

16. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor, its successors and permitted assigns and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons 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 Mortgagee named herein and the holder or holders, from time to time, of the Note.

17. Mortgagor will protect, indemnify, save harmless and defend Mortgagee, its partners, officers, directors, employees, agents, attorneys and representatives, and the heirs, personal representatives, successors and assigns of each of the foregoing (collectively, the "Indemnified Parties" and individually, an "Indemnified Party"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against any Indemnified Party by reason of: (a) ownership of an interest in this

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Mortgage, the Note or any other agreements executed and/or delivered in connection with this Mortgage, the debt secured hereby or the Mortgaged Property; (b) any accident, injury to or death of persons or loss of or damage to or loss of the use of Mortgaged Property occurring on or about the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, roads, alleys or waterways; (c) any use, non-use or condition of the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, roads, alleys or waterways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof made or suffered to be made by or on behalf of Mortgagor; (f) any negligence or tortious act on the part of Mortgagor or any of its agents, contractors, lessees, licensees or invitees, with respect to the Mortgaged Property; (g) any work in connection with any alterations, changes, new construction or demolition of or additions to the Mortgaged Property; or (h) (1) any investigation, litigation or proceeding relating to any environmental cleanup, audit, compliance or other matter relating to the protection of the environment or the release or discharge of any Hazardous Materials (as hereinafter defined), and (2) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or releases from or to the Mortgaged Property of any Hazardous Materials (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any applicable law) regardless of whether caused by, or within the control of, Mortgagor and (i) the imposition of any tax on the indebtedness secured hereby. If any action or proceeding be commenced, to which action or proceeding any Indemnified Party is made a party by reason of the execution of this Mortgage, the Note or any other agreements executed and/or delivered in connection with this Mortgage, the debt secured hereby or the Mortgaged Property, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Indemnified Parties, for the expense of any litigation to prosecute or defend the rights and lien created hereby or otherwise, shall be paid by Mortgagor to such Indemnified Parties, as the case may be, as hereinafter provided. All amounts payable to the Indemnified Parties under this Section shall be deemed indebtedness secured by this Mortgage and any such amounts which are not paid within ten (10) days after written demand therefor by any Indemnified Party shall bear interest at the maximum rate authorized by applicable law from the date of such demand. In case any action, suit or proceeding is brought against any Indemnified Party by reason of any such occurrence, Mortgagor, upon request of such Indemnified Party, will, at Mortgagor's expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by Mortgagor and approved by such Indemnified Party. The obligations of Mortgagor under this Section shall survive any discharge or reconveyance of this Mortgage and discharge or termination of the indebtedness secured hereby.

For purposes of this Mortgage, the term "Hazardous Materials" shall mean (i) hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to, substances defined as "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials", "toxic pollutants", or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Resource Conservation

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and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq.; the Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinance now or hereafter in effect relating to environmental matters; and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any environmental law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and their byproducts, (E) asbestos, (F) lead in water, paint or elsewhere, (G) radon, (H) Polychlorinated Biphenyls (PCB's), (I) ureaformaldehyde, (J) volatile organic compounds (VOC), (K) total petroleum hydrocarbons (TPH), (L) benzene derivative (BTEX), and (M) petroleum byproducts.

18. Without the prior written consent of Mortgagee, which consent may be granted or withheld in the sole and absolute discretion of Mortgagee, Mortgagor shall not (a) sell, convey, assign or otherwise transfer the Mortgaged Property or any portion of Mortgagor's interest therein or (b) further encumber Mortgaged Property or permit the Mortgaged Property to become encumbered by any lien, claim, security interest or other indebtedness of any kind or nature other than the Permitted Encumbrances. For purposes of this Section, any direct or indirect transfer of a controlling interest of Mortgagor shall be deemed to constitute a transfer of the Mortgaged Property within the meaning of this Section.

19. THIS MORTGAGE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.

20. EACH OF MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE, OR ANY OTHER RELATED INSTRUMENT.

21. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Mortgage or affecting the validity or enforceability of such provision in any other jurisdiction.

22. In the event of any conflict between the provisions of the Note and the provisions of this Mortgage, the applicable provisions of the Note shall govern and control.

23. The Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. ("IMFL") shall apply to any foreclosure under this Mortgage and shall supercede any provision of this Mortgage that are inconsistent with the IMFL.

24. The following notice is provided pursuant to paragraph (3) of Section 180/10 of Chapter 815 of the Illinois Compiled Statutes (1998):

As used herein, "you" means Mortgagor and "we" means Mortgagee: Unless you provide evidence of the insurance coverage required by your agreement with us, we may purchase

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insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

25. In addition to any provision of this Mortgage authorizing Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of IMFL, to be placed in possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all powers, immunities, and duties as provided for in Sections 15-1701 and 15-1703 of IMFL.

26. Mortgagor may become obligated to pay additional amounts to Mortgagee under the terms of the Note, and Mortgagor acknowledges and intends that all such additional indebtedness whenever hereafter is incurred, shall be secured by the lien of this Mortgage, as provided in Section 15-1302(b)(1) of the IMFL. Mortgagor covenants and agrees that this Mortgage shall secure the payment of all indebtedness, loans and advances made or incurred as of the date hereof or at any time in the future, and whether such future advances or extension of additional indebtedness are obligatory or are to be made at the option of Mortgagee or otherwise (but not advances or loans made more than 20 years after the date hereof), to the same extent as if such future advances or additional indebtedness were made on the date of the execution of this Mortgage and although there may be no advances or additional indebtedness made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding at the time any advances or additional indebtedness is made. The lien of this Mortgage shall be valid as to all indebtedness, including future advances and additional indebtedness, from the time of its filing of record in the office of the Recorder of Deeds of Cook County. The total amount of the debt secured hereby may increase or decrease from time to time, but the total unpaid principal balance of the debt (including disbursements which Mortgagee may make under this Mortgage or any other document or instrument evidencing or securing the debt) at any time outstanding shall not exceed an amount equal to Two Million Two Hundred Five Thousand and No/100ths Dollars (\$2,205,000.00). This Mortgage shall be valid and shall have priority over all subsequent liens and encumbrances, including a statutory liens except taxes and assessments levied on the Mortgaged Property or such other liens that shall have priority by operation of law, to the extent of the maximum amount secured hereby.

27. All advances, disbursements and expenditures made by Mortgagee in accordance with the terms of this Mortgage and the Note, either before and during a foreclosure of this Mortgage, and before and after judgment of foreclosure therein, and at any time prior to sale of the Mortgaged Property, and, where applicable, after sale of the Mortgaged Property, and during the pendency of any related proceedings, in addition to those otherwise authorized by IMFL

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(collectively "Protective Advances") shall have the benefit of all applicable provisions of the IMFL.

When the indebtedness hereby 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 or enforce any other remedy of Mortgagee under this Mortgage, the Note or any other instruments related thereto, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee, including, without limitation for attorneys fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as may be permitted pursuant to applicable law or as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature in this Section mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or any other instruments related thereto or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be so much additional indebtedness secured by this Mortgage.

The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in accordance with Section 15-1512 of the IMFL in the following order of priority: first, on account of all reasonable costs and expenses incident to the foreclosure proceedings or such other remedy, second, on account of all reasonable costs and expenses in connection with securing possession of the Mortgaged Property prior to such foreclosure sale, and the reasonable costs and expenses incurred by or on behalf of Mortgagee in connection with holding, maintaining and preparing the Mortgaged Property for sale, third, in satisfaction of all claims in the order of priority adjudicated in the foreclosure judgment or order confirming sale, and fourth, any remainder in accordance with the order of court adjudicating the foreclosure proceeding.

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EXHIBIT A

Legal Description

LOT 31 IN BLOCK 60 IN RAVENSWOOD MANOR BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 13-13-130-010-0000

Address of Real Estate: 4431 N. Richmond, Chicago, Illinois 60625.

COOK COUNTY
RECORDER OF DEEDS