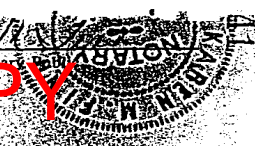


UNOFFICIAL COPY



BOX 966

TRUST No. _____

DEED IN TRUST
(WARRANTY DEED)

TO
**HERITAGE STANDARD BANK
AND TRUST COMPANY**
TRUSTEE

**HERITAGE STANDARD BANK
AND TRUST COMPANY**

2400 West 95th St., Evergreen Park, Ill. 60642

4-206-17

END OF RECORDED DOCUMENT

25170542

Mortgage (Corporate Trustee) # 3

Dated this 24th

day of September

, A.D. 19 79

Loan No. 140058-

13.00

THIS INDENTURE WITNESSETH: THAT THE UNDERSIGNED,
HERITAGE STANDARD BANK AND TRUST COMPANY
a corporation organized and existing under the laws of State of Illinois
not personally but as Trustee under provisions of a Trust Agreement dated
, hereafter referred to as the Mortgagor, does hereby mort-

664 R

Property

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, 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 other thing now or hereafter therein or thereon the furnishing of which by lessors to lessee is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screens, awnings, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be part of said real estate whether physically attached thereto or not), together with all easements and the rents, issues and profits of every name, nature and kind. It being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all leases and avails of said premises and the furnishings and equipment therein. Such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, including taxes and assessments, and second to the payment of any indebtedness then due or incurred hereunder.

TO HAVE AND TO HOLD all of said property with said appurtenances, apparatus, fixtures and other equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE (1) The payment of a note and the performance of the obligations therein contained, executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the principal sum of SEVEN HUNDRED THOUSAND AND NO/100ths Dollars (\$ 700,000.00), which is payable as provided in said note, and (2) any additional advances made by the Mortgagee to the Mortgagor, or its successors in title for any purpose at any time before the release and cancellation of this Mortgage. Provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security.

THIS MORTGAGE CONSISTS OF TWO PAGES. THE COVENANTS, CONDITIONS AND PROVISIONS APPEARING ON THIS PAGE AND ON PAGE 2 (the reverse side of this Mortgage) ARE INCORPORATED HEREIN BY REFERENCE AND ARE A PART HEREOF AND SHALL BE BINDING ON THE MORTGAGOR, ITS SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, the aforementioned Corporation as Trustee as aforesaid and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and date first above written.

HERITAGE STANDARD BANK AND TRUST COMPANY

A. C. Baldernann
Vice President
A. C. Baldernann

Assistant Secretary
Beverly McCann
STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT A. C. Baldernann, Vice President and Beverly McCann, Assistant Secretary of HERITAGE STANDARD BANK AND TRUST COMPANY

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and ASST. Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Corporation as aforesaid, for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be hereunto affixed.

Given under my hand and Notarial Seal, this 9th day of June

Notary Public

A. THE MORTGAGOR COVENANTS:

- (1) To pay all taxes, and assessments levied or assessed upon said property or any part thereof under any existing or future law in accordance with the terms of the Note of even date herewith; (2) To keep the improvements now or hereafter upon said premises insured against such hazards or liability, as the Mortgagee may require in such companies, and in such forms as shall be approved by the Mortgagee. All such insurance policies shall contain proper mortgage clauses and the policies shall be retained by the Mortgagee until the loan is fully repaid; (3) In the event such insurance policies are cancelled for any reason whatsoever and no new insurance policies are presented to the Mortgagee on or before the date of termination of the notice of cancellation, then the Mortgagee shall have the right to declare the total indebtedness due and payable immediately and the Mortgagee shall have the right to commence foreclosure proceedings as provided in paragraph B5; (4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (5) To operate said premises and keep them in good condition and repair in accordance with the building, fire, zoning, health and sanitation laws and ordinances of the municipality and any other governmental board, authority or agency having jurisdiction over the mortgaged premises; (6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) Not to suffer or permit, without written permission or consent of the Mortgagee being first had and obtained, (a) any use of said property for a purpose other than that for which the same is now used, (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property, (c) the Mortgagee will not suffer or permit any change in the nature or character of the operation of said premises which will increase the intensity of the use thereof, save and except upon the written approval and consent of the Mortgagee, and further, will not suffer or permit to be changed or altered, the exterior and interior structural arrangement including (but not to the exclusion of) other walls, rooms and halls without first obtaining the written consent of the Mortgagee; (8) If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security instrument for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagor shall request or providing for payment to the mortgagee of a reasonable charge as consideration for its waiver of said option to accelerate. If Mortgagee has waived the option to accelerate provided for herein, and if Mortgagee's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note; (9) The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

MARY LOU G. F.
ST. PAUL FEDERAL SAVINGS
6700 W. NORTH AVENUE
CHICAGO, ILLINOIS 60635

THIS INSTRUMENT WAS PREPARED BY:

25170542