MIDWEST FUNDING CORPORATION 1020 31ST STREET SUITE 401 DOWNERS GROVE, ILLINOIS 60515

MORTGAGE

This form is used in connection with four-family provisions of the National Housing Act.

21ST----day of NOVEMBER----19⁸⁵⁻ between THIS INDENTURE, Made this MAYWOOD PROVISO STATE BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 19, 1985 AND KNOWN AS TRUST NUMBER 6809 .----MIDWEST FUNDING CORPORATION --

a corporation organized and existing under the laws of THE STATE OF ILLINOIS-----Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FIFTY TWO THOUSAND SIX HUNDRED FIFTY ----- Dollars (\$ 52,650.00--)

payable with interest at the rate of ONE HALF---per centum (11.50-- %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in DOWNERS GROVE----- or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FIVE HUNDRED TWENTY ONE the note is fully paid, ex ep. that the final payment of principal and interest, if not sooner paid, shall be due and

DECEMBER---- 2015---payable on the first day of NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents. MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real and the State of Estate situate, lying, and being in the county of

Illinois, to wit:

LOT 4 (EXCEPT THE SOUTH 80 FEET THEREOF) IN SECOND ADDITION TO BROADVIEW ESTATES IN THE WEST 12 OF SECTION 15, TOWNSHIP 39 NORT 1. RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

LOT 2 (EXCEPT THE SOUTH 80 FEET THEREOF) IN FIRST ADDITION TO BROADVIEW ESTATES IN THE WEST & OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SIN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS MORTGAGE HUD 921161 (5-80) ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER

WERE A PART HEREOF. 15-13-034

TOGETHER with all and singular the tenements, hereditaments and apprine lances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind to, the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set for by the from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as here-trafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said prem-ises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the the Morrgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property berein mortgaged us in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the safe of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

NOCES-049: 16 AN THE EVENT of default-in making any monthly payment provided for hereig and in the note secured here.

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or involution standard made in said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value it said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself sura amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such procedure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto as reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtingers secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including atterneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the more sadvanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the for pagor.

If Mortgagor shall pay said note at the time, and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements nerein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written domand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the braefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the divide for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular and the masculine gender shall include the feminine.

WITNESS the hand and seal of the Mortgagor, the day and year life, written.

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GIVEN under my hand and Notarial Seal		and Notarial Seal this	day		, A. D. 19
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	ия Воок	and duly recorded		35619 ¹⁶ .

This Mortgage is executed by MAYWOOD-PROVISO STATE BANK, not personally but as Trustee, as aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the Lender herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any liability on MAYWOOD-PROVISO STATE BANK, as Trustee, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied therein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way effect the personal liability of any co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, MAYWOOD-PROVISO STATE BANK, as Trustee as aforesaid and not personally, has consed this Mortgage to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

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CORPORATE SEAL	Ox	MAYWOOD-PROVISO STATE B	ANK, as Trustee Asst. Trust Officer
ATTEST: ASSISTA	ANT SECRETARY		
STATE OF ILLINOIS COUNTY OF COOK	SS.	472	
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	Given	under my hand and N	otarial Seal this 21st
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My commission expires:	7/18/87		*

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RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

MAYWOOD PROVISO STATE BANK

1. Page 2, the second covenant of the Mortgagor is amended to read:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard incurrance covering the mortgaged property (all as estimated by the Mortgage) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Nortgagee in trust to pay said ground rents, premiums taxes and special assessments; and
- (b) All payments meritioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note soured hereby; and
 - (III) amortization of principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handing delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, or shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If it any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

REDER TO STATE OF PULLNOIS MONTGAGE RUD-92116H ()-RO)

MAYWOOD PROVISO STATE BANK

TENTE BEZER Page: 201 the penultimate paragraph: is amended to add the following sentence:

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> Executed and delivered by MAYWOOD PROVISO STATE BANK not in its individual capacity, but solely in the capacity heroin described, for the purp binding the heroin described property, and it is expressly understood and by the parties hereto anything herein to the contrary nessethanding that by the parties hereto anything herein to the contrary nessethanding that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, of following purpose of binding the Trustee personally; but an opened and delivered by the Trustee solely in the secretic of the powers configured upon it as such Trustee and no personal itability or personal responsibility is assumed by, or small to any time he asserted or enforced against said Trustee on account hereof as any time he asserted or enforced against said Trustee on account hereof as any and no personal hability or personal responsioning is assumed by or main a say time be asserted or enforced against said Trustee on account hereof or encount of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby, expressly waived and personal liability, if any, being hereby, expressly waived and personal by all other parties hereto, and those claiming by, strough, or under these

MAYWOOD PROVISO STATE BANK

As Trustee under Trust Agreement No. to bind the Trust Estate and not individually

> Assistant Trust Offici ANE TO BE THE

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Hedr inviron il the comment of the form of the payment and the constant which unless made good by the Marriago, refor to the due date of the new such rayment, consulture so event of such rayment, consulture so event of such rayment. Mortganee may collect a "lart charge" nit to exceed four cents the) for each dollar (51) for each to ment than fifteen (15) days in drivens, to opier the extra expense provided in handling delinquent paymonts.

The total of the payment and by the Merruagor under subsection (a) of the presenting paragraph what become about the payments scrually made by the Mortgage for ground routes, the Mortgage for ground routes, the seconds, or insurance promitings as by case may be, such excess. . the boar is arread, as the nector of the Morrasgor, or blink ha creduced on subsequent sevents to be said by the instance, or reinabled in the the Mortgand runder and the the the court of anote by the Mortgand under and the section (s) of the receding paragraph stall not be sufficient to pay ground rents. bases, and assessints of incurance premiums, as the case only be, when the same shally becover due and garrio a than the Morrown what thay to the Martegague any mission nagesaary to make up the deficiency, on or before the date when payment of sadh the Martgagor dail tender to the Morrageo, in accordance with the provisions of the note secured hereby, tall payment of one untire indicatedness represented thereby, the Mortgages shall, in computing the amount of such indebtedness; credit to the account and alver and added the statements there are not the end The Moregagor any and and To . Broadware to an energy for In (a) hold welling he course should be as decaular under gay the foundation of the wall but the deputite roll of the premises covered bergie, or it the Morezanse acquires the converge actor after default, the Morenzone about apply, as the time or the communicate of such proceedings or at eletime the property to otherwise acquired, the column time remaining in the funds accumilated under subsection (a) of the proceeding paragraph as a credit against the amount of principal than remutaton unpard under said note.