.

day of DECEMBER 6th 1985 between THIS INDENTURE, Made this AMERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1985 KNOWN AS TRUST NUMBER 66004------ Mongagor, and

a corporation organized and existing under the laws of THE STATE OF RHODE TSLAND--Mortgage

WITNESSETH. That whereas the Morigagor is casely indepted to the Morigagoe, as is evidenced by a certain

per contain (-----12 ") per annum on the unpaid bal payable with interest at the rate of "IWELVE" ande until paid, and made parable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN ed, the said principal and interest being payable in monthly installments of THREE HUNDRED NINETY THREE AND 44/100 Deltars (\$393.44 or each and every month thereafter until at JANUARY 19 86 and a like sum on the first day of each and every month thereaftes until the note is fully part, tweept that the final payment of principal and interest at not sooner paid, shall be due and navable in the first did DECEMBER 2015

money and interest and the performance of the december 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. MORIGAGE and would into the Morigage, its successors or assigns, the following described Real Estate signate, lying, and being in the county of Illinois, to wit

PARCEL 1: LOT 2 IN T. W. KIRBY'S SUBDIVISION OF LOT 24 IN IGLEHART'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 3 IN T. W. KIRBY'S SUBDIVISION OF LOT 24 IN IGLEHART'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TO INSTIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, TELINOIS.

5350 S. DAM EN N.

20.07-317-018. PARCEL 2

20-67-317-617 (0/4) TEARTHER with all and singular the tentements hereditaments and appurtenances thereunto belonging, one the renth, askes and rotal thereof and all apparationand fixtures it may kind for the purpose of supplying or listributing heat, light water or power, and all planting and other fix ares in, or that may be placed in, any neithing now or hereafter strading on said land, and also all the entate, right rate, and interest of the said Morting and other fix are also all the entate. gager to and to said primises

TO HAVE AND TO HOLD the absondescribe Epicensees, with the apportenance of and fixtures, unto the hard Morrespee sits section one and assigns stander, for the corposes and uses between set such, free from all rights conference and to survive of the Homestead Exerption Laws of the State of Illinois, which said rights and hometim, the said Mongagor does hereby expressly release and waive

AND SAID MORISM TOR Covenants and egipters

1. Applying property of good require and not to its, or permit to be done, upon said primisen, anything there was repair the value there it is not the security among the being the the virtue of the information, not to safer any tien of me bear virtue of the restrict and the to be effected by virtue of the information, not to safer any tien of me bear virtue of the safer and premises, to pay to the Meripagee, as here courter provided, antificant interpolation of the virtue of violinge, or any tax in which the hard land is intuate, upon the Mortgagor on account of the ownership therest, (2) as an authorize to keep its ouridings that may at my time be in said premises, during the continuance of said premises, during the continuance of said premises, incurred to the bonefit of the Mortgagor in such forms of insurance, and in such insurts is may he required by the Mortgagee

Is also to be a considered to the Mirroger to make and payments or to hate to any prior him or re-considered and a considered to the considered and present of the komposite primary in good repair, the to Maryage that the action of the considered to the considered considered and the any make such topour to the property of the considered to the considered considered and the property results from the for-ty that the property of the considered to the considered considered and the property results from the property of the considered considered to the considered to the property of the considered to the considered to the considered considered to the party of the considered to the property of the considered to the considered to

in a contrary or exceeding the contrary of the contrary notwithstanding), thus the following contrary notwithstanding), thus the following contrary of the contrary notwithstanding), thus the following contrary of the contr

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AND the said Martgagor further covenants and agrees as follows

XOCK PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE

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 Mortgagoe, on the first day of each month until the said note is fully said, the following sums:

(a) An amount sufficient to previde the holder hereof with funds to pay the nest mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;

(i) If and so long as asid note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (i) menth prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to any such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, near due, plus the premiums that will next become due and payable on

A sum equal to the ground rents, if any, neat due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgages) less all sums already paid therefor divided by the number of menths to elepse before one menth prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes, and special assessments, and

(c) All payment mentioned 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 Morigager to the following items in the hider set forth:

(i) premise there is noted the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be.

(ii) ground twill, if any, taxes, special assessments, fire, and other hazard insurance premiums, (iii) interest of the note secured hereby, and (IV) amortization of the 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 seed payment, constitute an event of default under this mortgage. The Mortgagee may caltect a "late charge" not to exceed four cents (44) for each dollar (\$1) for each payment more than lifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made of the Mortgagor under subsection ()/of the preceding paragraph shall exceed the amount of the payments actually made >, the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if he loan is current, at the option of the Mortgagor, 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 (6) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance prizmiums, 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 resits, takes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagor, 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 indeb idness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Morigize has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining the funds accumulated under the provisions of riousing and order Development, and any distance remaining is the sunds accumulated phase the provisions of subsection (6) 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 hereof 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 (6) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under subsection and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness afterwind the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may nevertee become due for the use

of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter elected on the mortgaged property. In-sured as may be required from time to time by the Mortgagee against loss by fire int other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Morrgan . and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and senewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgage, who may make to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgages, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby suthorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgage and the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee

THAT if the premises, or any part thereof, he condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgager and shall be paid forthwith to the Mortgager to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within NINETY DAYS from the date hereof (written steement of any officer of the Department of Housing and Urban Daystopment of authorized agent of the Secretary of Housing and Urban Development dated subsequent to the, _time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Murigages or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-by for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued in-terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

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UNOFFICIAL COPY,

Into Morigago is executed to the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforegond in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any hability on the said First Party or on said American National Bank and First Company of Clucago personally to pay the said note or any interest that may accuse thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such hability, if any, being expressly waived by Mortgagee and by every person low or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any machadiness according hereunder shall look solely to the pressions hereby conveyed for the payment thereof, by the enforcement of the lien here by reated, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND PRINCE COMPANY OF CHICAGO, not personally but as Trintee as aforesaid, has caused these presents to be signed by one of its Vice-Preside as or Assistant Vice-Presidents, and its corporate seal to be hereunto illived and attested by its Assistant Secretary, the day and year his above written

> AMERICAN NATIONAL BANK As Trustee as aforesaid and not pe-VITEST

STATE OF ILLINOIS LORETTA M. SOVIENSK COUNTY OF COOK

a Notary Public, in and for said to fine lin the State aforesaid,

To MICHARY WINLAND DO HEREBY CERTIFY, that

Nice President of the IMER. SOLIOS AS KANK

2ND TRUST COMPANY or Chieson, and Assault Assault Secretary and Company, who are personally known to me to be the same persons whose names are subscribed to indicate going instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the sail histrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial scal, this

day of 100 6 19061 A 14.

Form 1308

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DATED

CHECAGO, MELANOTO COSAS

GPC 871 480

And IN THE EVENT That the whole of a didebt is declared to be due, the Mortgagee shall have the right come haders to forestone this world one and as a the Copy of any bill for that purpose, the court in which such bill is also and at any time thereafter, estion in after sule, and without notice to the said Mortgager, or any ports claiming under sail Mortgager, at 1 without recard to the solve to a involvency 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 liable to the parameter at the indet codness secured hereby, and without regard to the value of son a premises or whether the same shall then be occupied by the owner of the equity of redemption, is a homestead, enter an order placing the Mortgagee in possession, if the premises, or appoint a receiver for the bonefit of the Mortgagee with power to collect the rests course and profits of the said premises during the pendence. It such foreclosure wait and, in case id said and a deticionery, during the full statutory period of reference on such rents, issues, and profits were allocated may be applied toward the payment of the indebtedness occase, fixed, fixed, incurance, and other items as exceeds, fixed, incurance, and other items as exceeds for the profession and preservation of the property

accounts in which of action is problem to be proved and of the above described premises under an order of a court in which of action is problem to be reclose this mortgage of a courtent or back toxes and described in the first rotton, case keep the hard attentions in good repair, pay such current or back toxes and assers ments as may be been the anti-press of pay for any numbers with insurance in such amounts as shall have from required by the Mortgager of others upon such terms and conditions, either within or levend any period of indemption as are approved by the court, collect and receive the tents, except, and prafits for the use of the premises, hereinative described, and employ other persons and expected their actions of this paragraph.

AND IN TASE, OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a missiona or now shall be diswed to the mortgage by said Mortgagee in any court of law or equity, a missiona or now shall be diswed to the molecular a treas, and stenographers' teem of the complainant is such that see long, and also for all outlays for the complete and now of our ordering and the condition of complete abstract of title for the large seed on his determination and in one of the other land, or legal proceeding, wherein the Mortgagee shall of material party thereon is maken of this in figure, its coats and expenses, and the reasonable fees and charges of the attenues also determined the Mortgagee, so had parties, for services in such a first preceedings, shall be a further long and shall be specified upon the said programs under this mortgage, and all such uppenses shall become so made additional industriance secured hereby and be allowed in any decree foreclosing this mortgage.

NSO THERE SHALL BY ISCLODED in any tecree tore locing this mortgage and be paid out of the protects of any sale made in aronance of a such fecces (I) All the costs of such suit or suits, advertising, all and assessment including aronance, solicities, and atmographers' fees, outlays for documentary oxydence and cost of said austract or a commution of title, (2) all the moneys assauced by the Mortgages, if any, for the purpose authorized in the mortgage, with interest on such advances at the rate set forth in the note account briefly, from the function asystem and account of the resonance of the rate such asystem and principal mosses remaining annual. The exception of the proceeds of one if my shall then be paid to the locality of land y.

It More agor analy pay is a dote at the impound in the manner attressed and shall abide by, comply with, and sub-certain all the covenants and agreeously, herein, then this convenance shall be null and void and Mort-Regre will, within thirty (30) does after written demand there for he Mergagor, execute a release or natisfaction of this mortgage, and Mortgagor hereby willow the bandits of all statutes or laws which require the earlier execution of delivery of such release or satisfaction by Mortgage.

11.13 EXPRESSIY AGREED that no extension of the time for payment of the debt hereby secured given by the Morgagne to any the consion in interest of the Mortgag of shall operate to release, in any manner, the original condition of the Mortgag of

THE COVENANTS HEREIN CONTAINED shall rend, and or chemerits and advantages shall inure, to the respective near a executors, administrators, successors, and academs of the parties hereto. Wherever used, has simplified number shall include the planel, the planel the sumpaid, and the masculine gender shall include the termine.

WITNESS the hand and real of the Mortgagor, the day and year first written.

STATE OF		UST NUMBER 66004.			
COUNTY	F CVOK		\1	Visc.	
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12, 1985 KNOWN AS TRUST NUMBER 66004

This rider accached to and made part of the Mortgage between . Mortgagor, and FLEET MORIGAGE CORP. revises said Mortgage as follows:

Mortgagee, dated DECEMBER 6, 1985

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 Mortgagoe, on the first day of each month until the said note is fully paid, the following sums:

- A sum equal to the ground rents, if any, next due, plus the premiums that vill next become due and payable on policies of fire and other hexard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgages) 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 Mortgages in trust to pay said assessments in premiums. Taxes and assessments. ground rents, premiums, taxes and special assessments; and
- (b) All payments mentioned 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 Hortzagor each munch in a single payment to be applied by the Morragee to the following Items in the order set forth:
 - ground rents, if any, taxes, special assessments, fire, and other hezard insurance premiums;
 - (11) int (re)t on the note secured hereby; and
 - (III) amortifation of principal of the said note.

any deficiency folks amount of any such aggregate monthly payment shall, unless made and deficiency in the amount of envision to the due date of the next such payment constitute an event of default under this mortgage. The Mortgages may collect a "late charge" not to exceed four cents (40) for each doller (\$1) for each payment more than fifteen (15) days in arrears, to sever the extra expense involved in handling delinquent payments.

If the total of the payment, cade by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually hade by the Mortgages for ground rents, taxes, and assessments, or from one premiums, as the case may be, such excees, if the loan rents, taxes, and assessments, or insuring promiums, as the case may be, such excess, if the is surrent, at the option of the Moltgagor, 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 promiting paragraph shall not be sufficient to pay ground mortgagor and assessments, or insurants promiting, as the dase may be, when the same shall become due and payable, then the Mortgagor and I pay to the Mortgagor any amount necessary to make up the deflictency, on or before the date when payment of such ground tents, taxes, assessments, or insurants premiums shall be due. If a, any time the Mortgagor shall tender to the Mortgagoe, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor has being in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgagor healthing in a public sale of the premises covered hereby, or if the Mortgagos acquires the provisions of the time the provisions of the commencement of rud, proceedings or at the time the property is otherwise acquired, the balance them remaining in one funds accumulated under property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the acount of principal then remaining unpaid under said note.

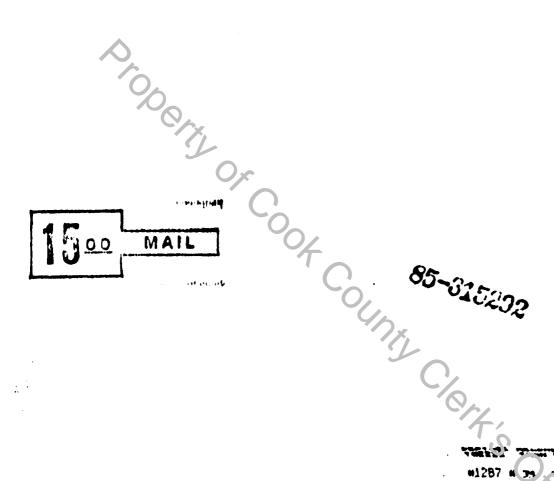
2. Page 2, the penultimate paragraph is amended to add the following sentence:

This option may not be exercised by the Mortgages when the ineligible for insurance under the National Housing Act is due to the Mortgages's felicle to remit the mortgage insurance premium to the Department of Housing and Urbai Development. e desirbe to remit

Dated as of the date of the mortgage referred to herein.

(SEAL) MORRISON MERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST MAGRETMENT DATED NOVEMBER (JEAL) 1985 KNOWN AS TRUST NINILI BEGOT. STATE OF ILLINOIS COOK COUNTY OF a notary public, in and for the County and State the undersi NOVEMBER 12, 1985 KNOWN AS TRUST NUMBER REQUIREMENT, PARSON PARSON TO THE STREET OF THE PARSON AS TRUST NUMBER REQUIREMENT PARSON PARSON TO THE PARSON OF TH subscribed to the foregoing instrument, that they serson whose name appeared before me this day in person and acknowledged that thoy signed, sealed, and delivered the said instrument as thoir free and voluntary act for the uses and purposes therein set forth, including the release and valver of the right of homescead. JEB CIVEN under my hand and Notarial Seal this ___ Sovem. R.

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