UNOFFICIAL

MORTGAGE, made this 23rd day of December, 1985, between 1
THOMAS HICKS AND LJUBINKA HICKS, his wife [formerly known as Liubinka Taseva]
2149 N. Leamington, Chicago, Illinois 60639

hereinafter (whether one or more in number) called mortgagor, and ITT Thorp Corporation, a Delawara Corporation, qualified to business in Illinois, having its Executive Offices at Minneapolis, Minneapola, hereinafter called mortgages:

WITNESSETH, That mortgagor, in consideration of a loan from mortgages evidenced by a Note bearing even date herewith in the unt of $\frac{823296.45}{6}$, including interest calculated at an annual percentage rate of $\frac{8}{1000}$ % and pursuant to which the final amount of \$ 23296.45 , including interest calculated at an annual percentage rate of ____ maturity due date is 1-2-96 , does by these presents mortgage and warrant under mortgage and warrant u

Lot 4 in Curran's Resubdivision of Lots 1 to 17, inclusive, in Block 9 and Lots 25 to 35, inclusive, Lots 37 to 48 in Block 10 in Chicago Land Investment Company's Subdivision in the Northeast 1/4 of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all screens, swnings, shades, storms, sash and blinds, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and sir-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lish hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises" or the "mortgaged premises."

TO HAVE AND TO HOLD the premises unto mortgagee, its successor o'd assigns, forever, for the purposes, and upon the conditions and uses herein set forth:

The mortgagor hereby covenants that the mortgagor is seized of a good ut's to the mortgaged premises in fee simple, free and clear of all liens and incumbrances, except as follows:

A mortgage made by Thomas Hicks and Ljubinka Tastva to Talman Home Federal Savings and Loan to secure a note in the amount of farty thousand and no/100 (\$40,000.00) dollars, which mortgage was recorded becember 10, 1982 as Document Number 26436422.

and the mortgagor will forever warrant and defend the same to the mortgages against all claims whatsoever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgager shall pay of cause to be paid to the mortgager the indebtedness as expressed in the above described Note secured hereby according to the terms the set and all renswals and extensions thereof, and all other present and future indebtedness of mortgager to mortgager (except subsequence continue) may referred to as the "indebtedness hereby secured," and shall make all other payments and perform all other terms, conditions, coverants, warranties and promises herein contained, then these presents shall cease and be void.

The mortgager covenants with the mortgager that the interests of the mortgager and of the mortgager in the mises shall be assessed for taxation and taxed together, without separate valuation, and to pay before they become delinquent all taxes of assessments now or hereafter assessed or levied against this mortgage or the indebtedness hereby secured and on the premises described in this mortgage, and to deliver to the mortgager or the mortgager representative on demand receipts showing the due payment thereof, hereby waiving and releasing all rights of offset or deduction against the indebtedness secured by this mortgage because of the payment of such taxes or assessments.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured for fire and extended coverage for the mortgagor further covenants with the mortgagee to keep the mortgaged premises insured for fire and extended coverage for the

or sasessments.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured for fire and extended coverage for the full insurable value thereof, to pay the premiums thereon when due and to comply with coinsurance provisions, if any, in insurance companies approved by the mortgagee, with loss payable to the mortgagee as its interest may appear. All policies covering the mortgagee premises shall be deposited with and held by the mortgagee. Loss proceeds, less expenses of collection, shall, at the mortgagee's option, be applied on the indebtedness hereby secured, whether due or not, or to the restoration of the mortgaged premises.

The mortgagor further covenants with the mortgagee: (1) to pay the indebtedness hereby secured; (2) to keep the mortgaged premises in good tenantable condition and repair; (3) to keep the mortgaged premises free from liens superior to the lien of this mortgage; (4) not to commit waste nor suffer waste to be committed on the mortgaged premises; and (5) not to do any act which shall impair the value of the mortgaged premises.

In case any such taxes or assessments remain unpeld after they became deliberate.

In case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the mortgaged premises so insured, the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the mortgagee may on its part cure such defaults and all sums advanced for that purpose shall immediately be repaid to the mortgagee and shall, unless so repaid, be added to and deemed part of the indebtedness secured hereby, bear interest at the rate of \$% per annum and form a lien upon the real estate described herein.

Don breach or non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained harein, in said Note or any other evidence of an indebtedness secured hereby, said Note and all indebtedness hereby secured shall, at the option of the mortgager and without further notice or demand, become immediately due and payable.

Mortgagor hereby waives all rights to the possession of and income from the mortgaged premises for the period following commencement of any action to foreclose this mortgage through expiration of any redemption period. Mortgagor further agrees that upon commencement of an action to foreclose this mortgage, the court may appoint a receiver of the mortgaged premises, including homestead interest, and may empower the receiver to preserve and maintain the mortgaged premises and to collect the rents, issues and profits of said premises during the pendency of said action and until expiration of any redemption period, and may order such rents, issues and profits when so collected, to be applied first to the receivership expenses, including expenses incurred for necessary repairs, for the payment of insurance premiums, taxes and assessments, and for commissions due the receiver, with the balance thereof being paid to the person entitled to a deed under the certificate of saie, or in reduction of the redemption money if said premises be redeemed as prescribed by law.

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| County) The Instrument was filed for record in the Recorder's effice of AD. 19 AD. 19 Exercise 1. See and recorded in the paper of t | Martgage |
| ENNETH J. NANNINI, Attorney, 17 W 240 - 22nd St., Suite 215, OakBrook Terrace, IL 60181 | THIS INSTRUMENT WAS DRAFTED BY |
| My Commission expires | |
| Motary Public, County, Illinois | |
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| and efficers who executed the foregoing has no at acknowledged that they executed tark deed of such entporation, by its authority, i.e. in; uses and purposes therein set forth. | estperation, to be known to be such persons the tree said volum |
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| LJUBINKA HICKS, formerly known as | |
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| an of any and all prior incumbrances, ilens or charges paid and discharged from the provent and discharged from the provents and prior itself bases released of record, the repayment of the indebtedness the portions of such payments, respectively. | |

Mergagor agrees to per all expenses and disbursements yeld or incurred in behalf of mortgagos in connection with the foreclosure and disbursements and disbursements and disbursements. At such stratching or title insurance fees, outlays for documentary evidence all similar expenses or disbursements. At such expenses and disbursements and included in any decree thet many be, rendered in such torsclosure proceeding.

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The content permitted by law, on behalf of every person or party acquiring any interest in or the mortgagor contents subsequents to the mortgagor.