MORTGAGE

THIS MORTGAGE made this Twenty-ninth day of August, 1986, between NANCY K. MATTICK, divorced and not remarried, hereinafter called "Mortgagor" and DON M. WEHDE and ROMA R. WEHDE, or the survivor of them, 3430 North Lake Shore Drive, # 8 H, Chicago, Illinois 60657, hereinafter called "Mortgagees",

WITNESSETH, that to secure the payment of an indebtedness of One Hundred Seventy Thousand Dollars (\$170,000.00) lawful money of the United States, to be paid with interest, on or before the first day of October, 1987, at the address of Mortgagess, or at such other place as the holder may designate in writing according to a certain Note bearing even date herewith, the Mortgager hereby mortgages and warrants to the Mortgages the premises consisting of the real property located in Cook County, Illinois, hereinafter called the "premises" or the "mortgaged premises" and described as follows:

PARCEL 1: That part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 42 North, Range 12 East of the Third Principal Meridian, descriped as follows:

BEGINNING at the intersection of the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 13 with a line 40.00 feet Westerly of and parallel with the center line of Happ Road; thence West along the South line of the Northwest 1/4 of the Southeast 1/4 aforesaid and the South line of said Northeast 1/4 of the Southwest 1/4 358.97 feet to the place of beginning; thence West along said South line 417.93 fest to a point 238.45 feet East of the Southwest corner of the South 48 rods of the East 50 rods of said Northeast 1/4 of the Southwest 1/4, said point being at the center of the middle fork of the North Branch of the Chicago River; thence Northwesterly along the center of said River 63.17 feet to a point; thence Northerly along the center of said River and along a line forming an argle of 186 Degrees 06 Minutes 50 Seconds as measured South through West to North, a distance of 246.67 feet to a line 302.50 feet North of and parallel with the South line of said Northeast 1/4 of the Southwest 1/4; thence East along said parallel line 483.64 feet to a line drawn through the point of beginning at right angle to said South line of said Northeast 1/4 of the Southwest 1/4; thence South 302.50 feet to the place of beginning (except the South 150.00 feet thereof measured on the East line thereof).

PERMANENT INDEX NUMBER: 04-13-303-048-0000

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ALSO

PARCEL 2: The North 20.0 feet of that part of the South 302.50 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 42 North, Range 12 East of the Third Principal Meridian, lying West of Happ Road and East of a line drawn at right angle to the South line of said Northeast 1/4 of the Southwest 1/4 through a point on said line 358.97 feet as (measured along the South line of said Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4) West of the intersection of said South line with a line 40.0 Feet West of and parallel with the center line of Happ Road, all in Cook County, Illinois.

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TOGETHER with the appurtenances and all the estate and rights of the Mortgagor in and to said premises, all improvements now existing or hereafter constructed upon said premises, and all rents, issues and profits of said premises, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

PROVIDED, HOWEVER, that if the Mortgagor shall pay the principal and all interest as provided in the Note, and shall pay all other sums hereinafter provided for, or secured hereby, and shall well and truly keep and perform all of the covenants herein contained, then this Mortgage shall be released at the cost of the Mortgagor, otherwise to remain in full force and effect.

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES!

- 1. To pay promptly the principal of and interest on the indebtedness evidenced by the Note at the times and in the manner herein and in the Note provided.
- 2. The Mortgagor will pay all taxes, assessments, and water rates when the same shall be due and in default thereof the Mortgagees may pay the same. The Mortgagor will repay to the Mortgagees, upon demand, any amount so paid with interest thereon.
- 3. No lien, other than real estate taxes and assessments, shall be created on or permitted to exist against the premises which shall confer on or give to any holder or owner thereof any rights in and to the premises or any of the income, rents and



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profits and rental value of the premises unless such rights, or the exercise thereof, shall be subject to and conditioned upon all the terms, covenants and provisions of this mortgage and any other security given for the indebtedness secured hereby having been first complied with.

- 4. The Mortgagor shall comply with all requirements of any department or bureau or other division of the federal, state or municipal government affecting the premises and shall maintain the premises in a good state and condition, reasonable depreciation alone excepted.
- All sums advanced by the Mortgagees by reason of default of the Mortgagor as provided in this mortgage or to protect ine lien interest of the Mortgagees shall bear interest at the rate of twelve and one-half per cent (12.5%) per annum, and any such advances together with interest thereon shall be a lien on the premises and shall be secured by this mortgage and any other security for the Note secured by this mortgage.
- 6. Upon default in the performance of any of the covenants or conditions contained in this mortgage or in the note secured hereby, the Mortgagees shall be entitled to have this mortgage and all interest or equity of the Mortgagor and of all parties claiming under and through the Mortgagor foreclosed and to have the premises and property sold according to law.
- 7. The mailing of a writter notice and demand by depositing it in any post office, substation or letter box, enclosed in a postpaid envelope addressed to the Mortgagor as shown on the records of the Mortgagees at the last address actually furnished to the Mortgagees shall be sufficient notice and demand in any case arising under this cortgage and required by the provisions hereof or by the requirements of law.
- 8. All of the terms, clauses, conditions and covenants of this mortgage shall apply to and bind the successors and assigns of the Mortgager and the Mortgagees.
 - 9. This mortgage may not be changed orally.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor the day and year first above written.

MANCY K. MATTICK

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STATE OF ILLINOIS) SS COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NANCY K. MATTICK, divorced and not remarried, 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, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

IVEN under my hand and official seal, this 2914 1986.

My Commission Expires November 27, 1989.

This instrument was prepared by G. Kent Yowell, Attorney, 899 Skokie Boulevard, Northbrook Illinois 60062. Inju Clart's Office

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