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MORTGAGE

1314481898-703  
This form is used in connection with  
and is insured under the one to  
four-family provisions of the National  
Housing Act.

THIS INDENTURE, Made this 8TH day of SEPTEMBER 1986, between  
HELMUT NOVAK AND CHRISTINE M. NOVAK, HUSBAND AND WIFE  
INDIANA TOWER SERVICE, INC.

13.00  
Mortgagor, and  
Mortgagee.

a corporation organized and existing under the laws of THE STATE OF INDIANA  
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 THREE THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$53,500.00 )

payable with interest at the rate of TEN per centum (10.0 %) per annum on the unpaid bal-  
ance until paid, and made payable to the order of the Mortgagee at its office in SOUTH BEND  
INDIANA 46634 or at such other place as the holder may designate in writing, and deliver-  
ed; the said principal and interest being payable in monthly installments of  
FIVE HUNDRED SEVENTY FOUR AND 91/100 Dollars (\$ 574.91 ) on the first day  
of NOVEMBER 01, 1986, and a like sum on the first day of each and every month thereafter until  
the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and  
payable on the first day of OCTOBER 01, 2001

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 pres-  
ents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real  
Estate situate, lying, and being in the county of COOK and the State of  
Illinois, to wit:

LOT 24 IN CHARLES F. NEEROS RESUBDIVISION OF BLOCK 3 IN GRANT AND KEENEY'S ADDITION TO  
PENNOCK BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION  
35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

TAX ID#13-35-109-017 VOLUME 372 PROPERTY ADDRESS: 2211 NORTH SPRINGFIELD AVENUE  
CHICAGO, ILLINOIS 60647

PREPARED BY: RALPH J. LONG, PRESIDENT  
TOWER FEDERAL SAVINGS BANK, ILLINOIS  
216 WEST WASHINGTON AVENUE  
P.O. BOX 1617  
SOUTH BEND, INDIANA 46601  
1986 SEP 11 PM 4:41

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TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and  
the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or  
distributing heat, light, water, or power, and all plumbing and other fixtures in, or 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 Mort-  
gagor 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 forth, free 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-  
inafter 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 in-  
cumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the  
the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to  
the property herein mortgaged as 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 sale 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, assess-  
ment, 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.

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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 any party claiming under 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 of 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 such 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 foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by 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 indebtedness 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 attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced 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 Mortgagor.

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 herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits 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 time 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 first written.

Helmut Novak [SEAL] Christine M. Novak [SEAL]  
HELMUT NOVAK CHRISTINE M. NOVAK  
[SEAL] [SEAL]

STATE OF ILLINOIS

COUNTY OF Cook

s.s.

I, the undersigned, a notary public, in and for the County and State of Illinois, do hereby certify that Helmut Novak and Christine M. Novak, his wife, personally known to me to be the same person whose name they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 8th day of September, A. D. 19 86

Dwight S. Hillman  
Notary Public

DOC. NO. Filed for Record in the Recorder's Office of

County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_

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Property of Cook County Clerk's Office

PROPERTY



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131:4481898-703

MORTGAGE RIDER

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This Rider, dated the BTH day of SEPTEMBER, 19 86, amends the Mortgage of even date by and between HELMUT NOVAK AND CHRISTINE M. NOVAK, the Mortgagor, and Indiana Tower Service Corporation, the Mortgagee, as follows:

1. Subsection (a) of Paragraph 2, Page 2 is deleted.
2. Subsection (c)(1) of Paragraph 2, Page 2 is deleted.
3. In the third sentence of Paragraph 3, Page 2, the words "all payments made under the provisions of (a) of paragraph 2, Page 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.
4. The fourth sentence of Paragraph 3, Page 2 is amended by insertion of a period after ". . . then remaining unpaid under said note" and deletion of the remainder of the sentence.
5. Paragraph 7, Page 2 is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

IN WITNESS WHEREOF, HELMUT NOVAK AND CHRISTINE M. NOVAK has set his hand and seal the day and year aforesaid.

Helmut Novak [SEAL]  
HELMUT NOVAK  
Christine M. Novak [SEAL]  
CHRISTINE M. NOVAK

STATE OF ILLINOIS

COUNTY OF COOK

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I, The undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That HELMUT NOVAK and CHRISTINE M. NOVAK, his wife, personally known to me to be the same person whose name they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day Sept., A.D. 1986

Debra S. Williams  
Notary Public

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- 1. Subsection (a) of Section 10-10-10 is amended to read as follows:
- 2. Subsection (b) of Section 10-10-10 is amended to read as follows:
- 3. Subsection (c) of Section 10-10-10 is amended to read as follows:
- 4. Subsection (d) of Section 10-10-10 is amended to read as follows:
- 5. Subsection (e) of Section 10-10-10 is amended to read as follows:

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STATE OF ILLINOIS  
COUNTY OF ...  
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