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Prepared by
 River Oaks Bank and
 Trust Co.,
 1701 River Oaks Dr.
 Calumet City, IL 60409

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 29, 1986. The mortgagor is River Oaks Bank & Trust Company, as Trustee under Trust Agreement dtd. 8/29/86, known as Trust #2185 ("Borrower"). This Security Instrument is given to River Oaks Bank & Trust Company, which is organized and existing under the laws of the State of Illinois, and whose address is 1701 River Oaks Drive, Calumet City, IL 60409 ("Lender"). Borrower owes Lender the principal sum of One hundred seventy five thousand and 00/100 Dollars (U.S. \$175,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

Lots 645, 646 and 647 in Frank Delugach's 87th Street Highlands Subdivision being a Subdivision of the North Half of the North East quarter of Section, 5, Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

PTIN: 24-05-200-009 - 645
 24-05-200-008 - 646
 24-05-200-007 - 647

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DEPT-01 \$14.25
 T#0002 TRAN 0273 10/16/86 13:27:00
 \$4687 FEE 86-481621
 COOK COUNTY SHERIFF

86 481621



which has the address of 5927 West 87th Street
 [Street]
 Oak Lawn [City]

Illinois 60453 ("Property Address");
 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Release. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument terminated at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are set forth in this paragraph: (a) pays Lender all sums which Lender would be due under this Security Instrument and the Note had no acceleration accrued; (b) enters into any deferral of any other payments or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchallenged. Upon reinstatement by obligee, this Security Instrument shall remain fully effective as if no acceleration had been taken.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of less than 30 days from the date the notice is delivered or mailed to Borrower until payment in full is demanded by Lender. Security instruments held by Lender may invoke any provision of this Section.

16. Borrower shall be given one conditioned copy of the Note and of this Security Instrument.
 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any
 interest in it is sold or transferred (or if in a beneficial interest in Borrower is sold or transferred and Borrower is not a natural
 person) whether prior to its option, under my, at its option, require immediate payment in full of all sums
 secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by
 general law as of the date of this Security Instrument.

13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Note or instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Note or instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Note are designed to be severable.

11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing or by mailing it to first class mail unless otherwise specified herein. Notice given to Borrower or Lender shall be deemed to have been given to Borrower or Lender when given as provided
Property in it by first class mail unless otherwise specified herein. The notice shall be directed to the
Borrower or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by
mailing it to Lender's address Borrower designates or any other address Lender notices to notice to Borrower. Any notice
provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

13. **Legislation** An **attaching** **Leender** **rights**, **II** **enactment**, **a** **application** **of** **applicable** **laws** **are** **entitled** **or** **rended**
14. **any** **provision** **of** **the** **Note** **or** **this** **Security** **Instrument** **is** **imperative** **to** **its** **terms**, **Leender**, **at** **its** **option**,
15. **may** **reduces** **immediate** **payment** **in** **full** **of** **all** **sums** **received** **by** **this** **Security** **Instrument** **and** **may** **invoke** **any** **remedies**
16. **permitted** **by** **paragrap** **19**. **If** **Leender** **exercises** **this** **option**, **Leender** **shall** **take** **the** **steps** **specified** **in** **the** **second** **paragrap** **of**
17. **paragrap** **17**.

12. **Loan Charges.** If the loan secured by title security instrument is subject to a law which sets maximum loan charges, and that law is usually interpreted so that the "interest or other loan charges" collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced to the amount necessary to exceed the charge to the permitted limits; and (b) any such loan charge already collected from Borrower which exceeds the permitted limits will be reduced to the amount necessary to exceed the charge permitted to Borrower. Under the Note or by making a direct payment to Borrower, if a entity that reduces the principal, the reduction will be treated as a partial payment without any prepayment charge under the Note.

11. **Successors and Assignees** – **Sound; Joint and Several Liability; Co-Signers.** The co-signants and agreeesants of this Security Instrument shall bind and be joint and severally liable to the successors and assigns of Lender and Borrower, subject to the provisions of paragraphs 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conditions set out in award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice

because the market value of the property immediately before the taking. Any balance shall be divided by (b) the fair market value of the property immediately before the taking.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or paid to the creditor.

9. Contingent claim. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any part of the property, or for conveyance in lieu of condemnation, are hereby

"Lender required moratorium measure as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance at the time it is made." Borrowser shall give Borrower notice at the time of or prior to an insurance specification resasonable cause for the inspection. Lender shall give Borrower notice at the time of or prior to an insurance specification resasonable cause for the inspection.

3 6 4 3 | 6 2 1

This MORTGAGE is executed by **RIVER OAKS BANK AND TRUST COMPANY**, not personally, but as Trustee under Trust No. 2185, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said **RIVER OAKS BANK AND TRUST COMPANY** 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 liability on the said First Party or on said **RIVER OAKS BANK AND TRUST COMPANY** personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said **RIVER OAKS BANK AND TRUST COMPANY** personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

DATE: September 30, 1986BY: Assistant Vice President - COOK

CORPORATE SEAL

RIVER OAKS BANK AND TRUST COMPANY
as Trustee, and not personallyATTEST: Jean S.C. Clark
Assistant Trust Officer

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President - ~~COOK~~ and Trust Officer of said **RIVER OAKS BANK AND TRUST COMPANY**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal, this 30th day of September, A.D., 1986.

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