Park, of 1136 Countryside, Hanover 60103

hereinafter (whether one or more in number) called mortgagor, and ITT Thorp Corporation, a Delaware business in Illinois, having its Executive Offices at Minneapolis, Minneaota, hereinafter called mortgagee:

WITNESSETH, That mortgagor, in consideration of a loan from mortgagee evidenced by a Note bearing even date herewith in the unt of \$ 7203.20 , including interest calculated at an annual percentage rate of \(\frac{\psi}{\psi}\) is and pursuant to which the final urity due date is \(\frac{\frac{\psi}{\psi}}{\psi}\). \(\frac{\psi}{\psi}\) does by these presents mortgage and warrant unto mortgagee, forever, amount of \$ 7203.20 maturity due date is\_\_\_\_ the following described real estate located in \_\_\_\_\_\_\_ Cook all rights under and by virtue of the homestead exemption laws of Illinois, to wit: \_\_ County, State of Illinois, hereby releasing and waiving

Lot 8, Block 30, in Hanover Highlands Unit Number 4, except the following described part thereof: That part of Lot S lying Westerly of a line drawn from a point in the Northerly line of said Lot, 32.48 feet easterly of the Northwest corner thereof to a point in the Southerly line of said lot, 33.48 feet Easterly of the Southwest corner thereof in the Village of Hanover Park, in Cook County, Illinois, a subdivision of part of the Northeast 1/4 of Section 31, and the Southeast 1/4 of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on December 18, 1964 as Document 2187451. 28 001 86 121 31

\*Pursuant to Nate of even date herewith.

86500350

THIS IS A JUNIOR MORTGAGE

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

TO RAVE AND TO HOLD the premises anto mortgages, its successors and 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 title to the mortgaged premises in fee simple, free and clear of all liens and incumbrances, except as follows:

Mortgage to

National Homes Acceptance Corporation of Lafayette, Indiana, recorded December 27, 1978, in the principal sur of \$51,700.00, assigned to Federal National Mortgage Association.

Mortgage to Bankers Life recorded August 7, 1973 in the principal of \$44,000.00.

and the mortgagor will forever warrant and defend the same to the mortgagee against all chims what sever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgager shall pay or cause to be paid to the mortgagee the indebtedness as expressed in the above described Note secured hereby according to the tens thereof and all renewals and extensions thereof, and all other present and future indebtedness of mortgager to mortgages (except subsequent consumer credit sales and direct loans made pursuant to the Illinois Consumer Finance Act), all of such indebtedness being herein collectively referred to as the "indebtedness hereby secured," and shall make all other payments and perform all other terms, conditions, covenants, warranties and promises herein contained, then these presents shall cease and be void.

The mortgagor covenants with the mortgagee that the interests of the mortgagor and of the mortgagee in the premises shall be assessed for taxation and taxed together, without separate valuation, and to pay before they become delinquent all taxes and assessments now or hereafter assessed or levied against this mortgage or the indebtedness hereby secured and on the premises described in this mortgage, including every mortgage interest which this mortgage may have or be deemed to have in such premises by reason of this mortgage, and to deliver to the mortgagee or the mortgagee's representative on demand receipts showing the due payment thereof, hereby waiving and releasing all rights of offset of deduction against the indebtedness secured by this mortgage because of the payment of such taxes

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 mortgaged 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 mortgagous further covenants with the mortgage (1) to now the indulation 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 lies superior to the lies of this mortgage; (4) not to commit waste nor suffer waste to be committed on the mortgaged premises; and (5) not to do any set which shall impair the value of the mortgaged premises.

In case any such taxes or assessments remain unpaid after they become definquent, or in case of failure to keep the mortgaged premises so insured, the entering of the insurance premiums paid, or to keep the same in good condition and repair, free from liens and the interior profit of the interior profit of the independent of the indep

Upo herein, in i. d option of the

or on-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained or on-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained to any other evidence of an indebtedness secured hereby, said Note and all indebtedness hereby secured shall, at the participation of any immediately due and payable.

The period following commence-or close this mortgagor through expiration of any redemption period. Mortgagor further agrees that upon commence-or close this mortgage, the court may appoint a receiver of the mortgaged premises, including homestead interest, relieve to preserve and maintain the inartgaged premises and to collect the rents, issues and profits of said premises it action and until expiration of any redemption period, and may order such rents, issues and profits when so collect the receivership expenses, including expenses incurred for necessary repairs, for the payment of insurance and assessments, and for commissions due the receiver, with the balance thereof being paid to the person entitled to a deed also of the redemption of the redemption money if said premises be redeemed as prescribed by law. Mortgu ment of an ment of an and may em during the pe lected, to be premiums, tax under the certificate of

Mortgagor agrees to pay all expenses and disbursements paid or incurred in behalf of mortgage in connection with the foreclosure hereof including, without limitation, raturable at traces from a rating or title market. For all similar expenses or disbursements. All such expenses and disbursements shall be an additional limit upon the mortgaged premises, shall be taxed as costs and included in any decipe hat may be rendered if such foreclosure proceeding.

If mortgagor is an Illinois corporation or a foreign corporation licensed to do business in the State of Illinois, mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage fully, on behalf of the mortgagor and, to the extent permitted by law, on behalf of every person or party acquiring any interest in or title to the mortgaged premises subsequent to the date of this mortgage.

All terms, conditions, covenants, warrantice and premises to the conditions. All terms, conditions, covenants, warranties and promises herein shall be binding upon the heirs, legal representatives, successors, and assigns of the mortgager and shall inure to the benefit of the mortgagee, the mortgagee's successors, and assigns. Any provisions hereof prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof. The mortgagee shall be subrogated to the lien of any and all prior incumbrances, liens or charges paid and discharged from the proceeds of the indebtedness hereby secured, and even though said prior liens have been released of record, the repayment of the indebtedness hereby secured shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively. Any award of damages under condemnation for injury to, or taking of, any part or all of said mortgaged premises is hereby assigned to mortgages with authority to apply or release the moneys received, as above provided for insurance loss proceeds.

IN WITNESS WHEREOF, this mortgage has been executed and delivered this 24th day of May 1985 IN WITNESS WHEREOF, this mortgage has been executed and delivered this 24th day of Signed and scaled in the presence of: MORTGAGOR(S): Bruce P. Newman (type name) Kathleen Kathleen Newman (type name) 100 P (type name) INDIVIDUAL ACKNOWLEDGEMENT STATE OF ILLINOIS Kane County of\_ Newman and Kathleen Newman, his wife.

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same as his (her or their) frio and voluntary act, for the uses and purposes therein set forth.

Notary Public.

Notary Public.

My Commission expires 12-14-86

CORPORATE ACKNOWLEDGEMENT Personally came before me this 24th day of , 1985 , the above named\_ Bruce P. STATE OF ILLINOIS Personally came before me this\_ day of President, and corporation, to be known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the free and voluntary deed of such corporation, by its authority, for the uses and purposes therein set forth. Notary Public. County, Illinois My Commission expires\_\_\_\_ THIS INSTRUMENT WAS DRAFTED BY Ronald O. Roeser, 920 Davis Rd., Elgin, IL 60120 7 늉 recorded 6 This Instrument was filed for P ž Recorder's office of 2 aforesaid, on 엉