VINER BY THAT THE WILLIAM E. DOWNEY AND BARBARA A. DOWNEY, HIS WIFE,

HICKORY HILLS COOK , County of Illinois, hereinafter referred to as the Mortgagors, do hereby convey and EDISON CREDIT UNION corporation having an office and place of business at ___CHICAGO Illinois, hereinafter referred to as the Mortgagee the following real estate situate in the County of ∞ ___, State of Illinois, to-wit: LOT 63 IN PRILL'S HICKORY HILLS ESTATES, A SUBDIVISION OF SOUTH HALF OF SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

23-12-105-031

TOGETHER with all the buildings and improvements now or hereafter erected there, and all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name, nature and kind.

3 TO HAVE AND TO HOLD the said property valo said Mortgagee forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and warve.

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the Mortgagec, evidenced by the Mortgagors'. Note of even date herewith in the Principal sum of THENTY ONE THOUSAND DOLLARS and NO /100 dollars (\$ 21,000.00), together with interest in accordance with the terms thereof; (2) Any additional advances mid. by the Mortgages to the Mortgagors or their successors in title, prior to the cancellation of this mortgage, and the payment of any subsequent Note Videncing the same, in accordance with the terms thereof.

It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made. All such future advances so made shall be lichs and shall be secured by this mortgage equally and to the same extent as the amount originally advanced on the security of this mortgage, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

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Link hone nional an "amplicational mind and i include of min own or great the fakt to the totage toy the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes and assessments levied against said property or any part thereof, and to deliver receipts therefor to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises An good condition and repair; (6) To comply with all applicable laws, ordinances, rules and regulations of any nation, state or municipality, and neither to use nor to permit the property to be used for any unlawful purpose: (7) To keep the mirigaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale or conveyance of said property will be made without the prior written consent of the Hortgages, (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person of rersons other than the Morgagors, the Mortgagee may without notice to the Mortgageen deal with such successor or successors in interest with reference to this mortgage and the indebtedness hereby secured in the same manner as with the Mortgagors: (11) That upon the commencement of any foreclosure proceeding hereto the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory poriod of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees, and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessmen or title costs, master's fees and costs of procuring or completing an abstract

of title, title guaranty policy or Torrens Certificate showing the complete title

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of said premises, including the torseloss effects land Certificate of Sale; there shall next be paid the indebtedness secured hereby, and finally the overplus, if any, shall be returned to the Mortgagors. The purchaser at said sale shall have no duty to see to the application of the purchase money.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

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This instrument prepared by:

Richard A. Kamerman (2) 2 N. LaSalle Street 2207 Chicago, IL 60602 (3) (312) 853-3592

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