THIS INDENTURE, made _

Edward H. Ertel and

Dorothy A. Ertel, his wife

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DEFT-01 RECORDING
THURSS TRAN 3971 11/17/86 15:17:00
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November 17,

Dorothy A. Ertel, his wife	THE 333 TRAN 3071 11/17/84 15:17:00
10634 Canterbury Street; Westchester, IL 60153 (NO.A)OSTREET) (GITY) (STATE)	COOK COUNTY RECORDER
herein referred to as "Mortgagors," and	All the second of the second that the second
West Brook Bank	and the second of the second of the second
10500 W. Cermak Road; Westchester, IL. 60153	The state of the figure 1 to a first in the Appendix the the
	Above Space For Recorder's Use Only
herein referred to as "Mortgagee," witnesseth: FOR THAT WHEREAS in Martgagee are justly indebted to the Mortgagee upon the ins	tallment note of even date herewith, in the principal sum of
(\$.40,000,00), payable to the order of and delivered to the Mortgagee, in and sum and interest at the rate a id it, installments as provided in said note, with a final payment of	the which note the Mortgagors promise to pay the said principal of the balance the on the 47 CU., day of November
sum and interest at the rate a ld v, institutions as provided in sale bale, with a that physical as 19 91 and all of said principal ar a interest are made payable at such place as the holders of the	note may, from time to time, hi writing appoint, and in absence
19 91 and all of said principal ar a interest are made payable at such place as the holders of the of such appointment, then at the one ref the Mortgagee at West Brook Bank	and the same and t
NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of the	money and said interest in accordance with the terms, provisions
NOW, THEREFORE, the Mortgager concurre the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagers to be performed, and also in consideration of the sum of One Dollar in har polls, the receipt whereof is hereby acknowledged, do by these presents CONVLY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Fixture and all of their example, right, title and interest therein, situated, which is the property of the prop	
and being in the Village of Westchester County OF Coo	AND STATE OF ILLINOIS, to wit:
Lot 10 (except the East 10 feet thereof) and Lot 11 (except the West 10 feet thereof)
in George F. Nixon and Company's 22rd Street Addition to Westchester, in the West half and of the South East quarter of Section 20, Township 39 North, Range 12, East of the Third and	
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	in the control of the first public to the control of the probability of
	eraen en tar pelar la Salako (n. 1905). En
The Note secured by this Mortgage shall be immediately assignment or transfer by contract for Deea c. otherw	y due and payable upon the sale, then fi
in the premises pledged as collateral for the light with	thout the prior written consent
of the Lender. which, with the property hereinafter described, is referred to herein as the "premises."	The second of th
G/M	2 Alcaration in the same of the case
Permanent Real Estate Index Number(s): 13-20-400-080	The state of the s
Address(es) of Real Estate: 10634 Canterbury; Westel	ne ite. Illinois 60153
	The second secon
TOGETHER with all improvements, tenements, easements, fixtures, and appartenances tong and during all such times as Mortgagors may be entitled thereto (which are pledged primarial apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, go single units or centrally controlled), and ventilation, including (without restricting the foregoing coverings, inador beds, awaings, stoves and water heaters. All of the foregoing are declared to or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the considered as constituting part of the real estate.	nereto pe 1139 133, anti-tip tama, assues and protest nereto to so it y and on a purity with said real estate and not secondarily) and a site of the protest refrigeration (whether the
at apparatus, equipment or articles now in netwarie therein of direction active adapty from single units or centrally controlled), and ventilation, including (without restricting the foregoing articles and page 1997), and water learners. All of the foregoing are declared to	ng), screens, wi dow shades, atomy doors and windows, floor, be a part of said real of the whother physically attached thereto
or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the considered as constituting part of the real estate.	premises by Mortgoy ors or their successors or assigns shall be:
barein set forth free from all rights and benefits under and by virtue of the Homestead Exemple	esors and assigns, forevel, for he purposes, and upon the uses, tion Laws of the State of Library which said rights and banefits
the Mortgagors do hereby expressly release and waive.	grand and the control of the control
The name of a record owner is: This mortgage consists of two pages. The covenants, conditions and provisions appearing herein by reference and are a part hereof and shall be binding on Mortgagors, their hoirs, succe	
Witness the hand and seal of Mortgagnes the day and year light above written.	store and analysis
PLEASE Edward H. Ertel (Seal)	Orothy A. Ertel
PRINT OR TYPE NAME(S)	and the same of some of the same and the foot as the same and the same and
BELOW SIGNATURE(S) (Seal)	and outside resources and restrict and resource to the set of the set of Seal).
State of Blancia, County of Cook	1, the undersigned, a Notary Public in and for said County
in the State aforesaid, DO HEREBY CERTIFY that Edward	H. Ertel and Dorothy A. Ertel
his wife personally known to me to be the same person 8 whose name	subscribed to the faregoing instrument,
SEAL Suppenred Before me this day in person, and acknowledged that	LIEY signed, sented and delivered the said instrument its
right of hijfigsfead.	oses therein set forth, including the release and waiver of the
Given under my hand and official seal, they 17th day of	November 1986 CJI
Commission expires July 26, 19 88	Doypelly M. Potock I Notary Public
This instrument was prepared by Thomas E. Loftus, Executive Vice	President (
Mail this instrument to West Brook Bank; 10500 W. (NAME AND ADDRESS)	Cermak Road house to be a controlled out
Westchester, 1	11 inois 5 and 5 an 60153 att
OR BECORDER'S DEFICE BOX NO	(STATE)
THE CONTROL OF THE DOTATION AND AND AND AND AND AND AND AND AND AN	भ मिलिक्षा के प्रकार के प्रकार के प्रकार के किस के किस के किए किस के किस के किस के किस के किस के किस के किस के अपने किस के

THE COVENANTS, CONDUMNIA FOR THIS TOO OF THE REVERSE SIDE OF THIS MORTGAGE):

- 1, Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior; lien to the Mortgagec; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagore duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the deactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgage's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability in cred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time at the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor, shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall first all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstrem under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness nectived hereby, all in companies satisfactory to the Mortgagee under insurance policies payable in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and small deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver recewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, or any omize or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises, and tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgage on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby a "crited relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or all or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness here is merifored, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mc (gag ors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (5) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether 'y acceleration or otherwise, Mortgagee shall have the right to forcelose the lien hereof. In any suit to forcelose the lien hereof, there has be allowed and included as additional, indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of precuring all such abstracts if title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to tit as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had parsuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this pragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate hor hankruptey proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage of any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding high might affect the premises or the theorem.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the collawing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as the mentioned in the preceding parabolash hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the late, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with such appoint a receiver of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendercy of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of

when used nerein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

19. Upon request of Mortgagors, Mortgagees, at Mortgagees option prior to release of this Mortgages may make future advances to Mortgagors. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.