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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 27, 1986. The mortgagor is Andrew J. Albusz and Kathy Albusz, h.t.a., W.L.F.O.

("Borrower"). This Security Instrument is given to HARRIS BANK WILMETTE, UNITED STATES OF AMERICA, which is organized and existing under the laws of, and whose address is 1701 SHERIDAN ROAD, WILMETTE, ILLINOIS 60091 ("Lender").

Borrower owes Lender the principal sum of One Hundred Ninety Thousand and no/100 Dollars (U.S. \$190,000.00). 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 December 31, 1986. 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 Cook County, Illinois:

Lot 13 in Skokie County Club Park Avenue Subdivision, a Subdivision of part of Block 1 in Skokie County Club Reconsolidation in Section 7, Township 42 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded February 20, 1947, in Document 12844784 in Cook County, Illinois.

THIS IS A JUNIOR MORTGAGE

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which has the address of 553 Park Avenue, Glencoe, Illinois 60022. (Street) (City) (Zip Code) ("Property Address"); P.I.N. # 05-07-108-029 C P.D. [Signature]

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 seised 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 COVENANT NOTE. 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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11. Lender reserves the right to require payment of all sums secured by this Note prior to the date of maturity if the Borrower fails to pay such sums to the Lender when due. The Lender may exercise any rights available to it under this Note or any other instrument or document evidencing the obligations of the Borrower hereunder.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument to be used for reference.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a Beneficial Interest in Borrower is sold or transferred to a third party, the Note and this Security Instrument shall remain in full force and effect, but the new owner shall have the same rights and obligations as the original Borrower.

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

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless a specific provision is made otherwise. Any notice to Borrower provided for in this Security Instrument shall be given by delivery of a copy of such notice to Borrower at his address set forth above or to his place of business or residence if he has no fixed address.

13. Legislation Affecting Lender's Rights. If encumbrance or application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective in law, Lender shall take steps specified in the second paragraph of paragraph 19. If Lender exercises this option, Lender shall be liable to Seller for all damages, expenses and attorney fees incurred by Seller in connection therewith.

12. **Loan Charges.** If the loan secured by the security instrument is subject to a law which sets a maximum loan charge, and that law is finally interpreted so that the interests of other loan charges selected or to be collected in connection with the charge to be permitted, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount permitted under the Note or by making a direct payment to Borrower if, after refunding the principal, the principal owed under the Note or by making a direct payment to Borrower, if, after refunding the principal, the principal owed under the Note will be reduced to Borrower. Lender may charge to make this reduction from Borrower which exceeded permitted limits will be reduced to Borrower.

pay the original Borrower or his Amortizer or Successors in interest. Any Lender in exercising any right or remedy
shall not be a writer of Prejudice the exercise of any right or remedy.

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 such payments. 10. Borrower's Note Reissued: For reissuance by Lender Note is Waived. Extension of the time for payment of principal or interest of Borrower, whether now or hereafter, may succeed in interest or result in interest for a longer period than the original term of the original principal or interest, but shall not be required to release the liability of the original Borrower or successively succeed in interest for a longer period than the original term of the original principal or interest.

The sums secured by this Security Instrument, whether or not then due, to the Lender in respect of the principal of the Note, interest thereon, and all other amounts due, to the Lender under this Security Instrument, shall be paid over to the Lender by the Borrower, either in full or in part, at such time and in such manner as the Lender may direct.

period of the tenancy, divided by (a) the fair market value of the property immediately before the letting. Any deduction shall be paid to the lessor.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security Instruments, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the amounts of the proceeds multiplied by the following ratios: (a) the total amounts of the sums secured by this Security Instrument shall be reduced by

any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

shall give Borrower notice, including at the time of or prior to an inspection specific upon and inspections of the Property. Lender

If Lender requires modified mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement for the insurance terminates.