MORTGAGE

THIS MORTGAGE made this 19th day of December , 1986, between PETER SOCE and IVANKA SOCE, his wife, of 6520 No. Keating, Lincolnwood, Illinois, (hereinafter called "Mortgagor"), and SAMUEL DELEVITT, of Chicago, Illinois, (hereinafter called "Mortgagee"):

WHIRIAS, Mortgagor has executed an Installment Note of even date herewith, in the principal sum of EIGHT HUNDRED SEVENTY-FIVE THOUSAND (\$875,000.00) DOLLARS payable to the order of Mortgagee at his address at Chicago, Illinois, or at such other place as the holder of said Note may from time to time in writing designate, in and by which Note that said Mortgagor promises to pay the principal sum thereof with interest on the balance of principal remaining from time to time unpaid at the rate of Ten percent (10%) per annum in installments as follows:

\$2,870 on January 1, 1987, \$1,443.94 on February 1, 1987, and \$8,443.84 on the first day of each month thereafter until this Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of January, 2007. This Note further provides that payments shall be applied first to interest due and then on account of the principal thereof.

Now this Mortgage witnesseth that Mortgagor, to secure payment of the indebtedness secured by the Installment Note described herein in accordance with the terms and provisions of the said Note and the performance of the coverants and agreements herein contained, and also in consideration of the sum of One Dollar (\$1.00) paid by Mortgagee to Mortgagor, the receipt whereof is hereby acknowledged, Mortgagor does hereby grant, bargain, sell, convey and mortgage unto SAMUEL DELEVITT of Chicago, Illinois, his successors and assigns, the real estate described in Exhibit "A" which is attached hereto and incorporated herein by reference, together with all fixtures appurtenant thereto, insofar as they now are or may hereafter belong to or be used with the said real estate or the buildings thereon, it being the intention of the parties hereto that, whether or not attached to said real estate, all appliances, apparatus, equipment, articles and things owned by Mortgagor and now or hereafter in, upon or used in connection with said real estate, to maintain or enjoy the same or to produce, supply, utilize, distribute, or control, by single unit or otherwise, heat, light, power, water, gas, electricity, refrigeration, sanitation, ventilation, air conditioning, cooling or circulation, or to dispose of or treat refuse, or to cool, heat or treat water, including but without restriction the foregoing, whether physically attached thereto or not, and shall be a part of the security for the debt herein mentioned, and shall be covered by this mortgage, and together with all and singular and buildings and improvements,

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whether now or hereafter erected, tenements, hereditaments, privileges, easements and appurtenances thereto now or hereafter belonging and the rents, issues and profits thereof (which are pledged primarily and on a parity with said real estate and not secondarily) and also all the estate, right, title and interest of the Mortgagor in and to the said real estate, TO HAVE AND TO HOLD the real estate unto Mortgagee, its successors and assigns, forever, for the purposes herein set forth.

All of the foregoing collectively shall be deemed to be and shall be dereinafter referred to as the "premises."

This Mortgage is given to secure the repayment of the principal and interest of the Installment Note more fully hereinabove described

This Mortgage shall also secure additional loans hereafter made by the then holder of the note secured hereby to Mortgagor provided that no such additional loan shall be made if the making thereof would cause the total principal indebtedness secured hereby to exceed the amount of the original principal indebtedness stated herein. Each such additional loan shall be evidenced by a note or other evidence of indebtedness identifying such additional loan as part of the indebtedness secured hereby, and shall mature not later than the then maturity date of the original indebtedness secured hereby. Nothing herein conceined shall imply any obligation on the part of any holder of said note to make any such additional loan.

And Mortgagor hereby expressly covenants and agrees as follows:

- 1. To pay or cause to be paid, when due, all sums secured hereby.
- 2. Until the debt is fully paid, to pay all general taxes before penalty attaches thereto, and to pay when due all special taxes and assessments, water and sewer service charges, and other charges which may become a lien against the premises; to prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment that Mortgagor may desire to contest. Receipts showing full payment of all taxes and assessments shall be delivered to Mortgagee promptly after payment.
- 3. To repair, restore or rebuild promptly any building or improvement now or hereafter on the mortgaged premises which may become damaged or be destroyed, (provided, however, Mortgagee's compliance with the insurance coverage required under following paragraph 4 of this mortgage shall constitute full compliance with the foregoing covenant and agreement in this paragraph) to keep the premises in good condition and repair without waste, to

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complete within a reasonable time any building or buildings now or at any time in process or erection upon the premises, to comply with all requirements or law or municipal ordinances with respect to the premises and the use thereof, to make no material alteration in the premises except as required by law or municipal ordinance, or authorized by Mortgagee, not to suffer any lien of mechanics or materialmen, or any other lien or claim for lien to attach to the premises, to pay, when due, any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and on request, to exhibit to Mortgagee satisfactory evidence of the discharge of such prior lien or claim. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

4. Mortgagur shall keep the improvements now existing or hereinafter erected on the property insured against loss by fire hazards included within the term "extended coverage" and any other hazards for which mortgagee requires insurance. insurance shall be main tained in the amounts and for the periods that mortgagee requires. It is agreed that said amount shall be on a replacement cost basis, if available, if mortgagee so requires. The insurance carrier, providing the insurance, shall be chosen by the mortgagor subject to mortgagee's approval which shall not be unreasonably withhold. All insurance policies and renewals shall be acceptable to moregagee and shall include a standard mortgage clause. Mortgage shall have the right to hold the policies and renewals. If mortgages requires, mortgagor shall promptly give to mortgagee all receipts of paid premiums and In the event of loss, mortgagor shall give prompt renewal notices. notice to the insurance carrier and mortgagee. Mortgagee may make proof of loss if not made promptly by mortgagor. Unless mortgagee or mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged if the restoration or repair of the property damaged if the restoration or repair is economically feasible and mortgagee's security is not lessened. If the restoration or repair is not economically feasible or mortgagee's security would be lessened, the insurance proceeds shall be applied to the sum secured by this mortgage whether or not then due with any excess paid to mortgagor. mortgagor abandons the property or does not answer within twenty (20) days, a written notice from the mortgagee that the insurance company has offered to settle a claim, then mortgagee may collect the insurance proceeds. Mortgagee may then use the proceeds to repair or restore the property or to pay the sum secured by this mortgage whether or not then due. The twenty (20) day period will begin when the notice is given. Unless mortgagee and mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any monthly payment or change the amount of said payments. If under any section of this mortgage the property is acquired by mortgagee, mortgagor's right to any insurance policies and proceeds resulting

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from damage to the property prior to the acquisition shall pass to mortgagee to the extent of the sum secured by this mortgage immediately prior to the acquisition.

- If any of the covenants hereof are not performed by Mortgagor as herein provided, Mortgagee may, but need not, make any payment or perform any act hereinbefore or hereinafter required of Mortgagor in any form or manner and to any extent deemed expedient. Mortgagee may make full or partial payments of principal or interest on prior liens. On the failure of Mortgagor to pay taxes or assessments before the same become delinquent, or to pay any liens of mechanics or materialmen or any other lien or to maintain insurance as above provided, then Mortgagee, at its option, may pay such takes or special assessments or redeem the premises from any tax sale of purchase any tax title obtained (and Mortgagee, in making any payment hereby authorized 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 title or claim thereof), nay pay or settle any suits or claims for liens of mechanics or materialmen or other liens which may be made against the real estate, or may procure and pay for such insurance. All moneys paid for any of the jurposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys adaanced by Mortgagee to protect the real estate or 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 rate of 3% per annum in excess of the original rate provided in the Installment Note secured hereby. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend money for taxes, assessments, or for any other purpose. of Mortgagee shall never be construed as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagor.
- 6. If default shall be made in payment, at the time and place and in the manner provided, of all or any part of the said debt or interest thereon or of any other sums hereby secured, if any mechanic's or other claim, lien or encumbrance which might be prior or equal in lien to the lien of this mortgage be created upon or attach to all or any part of the premises, in the event of the passage after the date of this mortgage of any law of the State of Illinois deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages for state or local purposes or the manner of the collection of any such taxes

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so as to make it obligatory on Mortgagee to pay such tax, or if default shall be made in the full performance of any covenant or agreement of this mortgage, then and in every such case, the whole debt secured by this mortgage, with all interest thereon, and all other amounts hereby secured shall, at the option of the Mortgagee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure of or other proceeding upon this mortgage or by any other proper, legal or equitable procedure without declaration of such option and without notice.

- 7. If the time for the payment of the debt, or any part thereof be extended, Mortgagor and all persons now or at any time hereafter liable for the payment of the debt, or interest in said premises, shall be held to assent to such extension, 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 Mortgagee notwithstanding the extension.
- In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expensitures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guaranty policies, and similar data and assurances with respect to title 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 pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional debt secured hereby and immediately use and payable with interest thereon at the rate of 3% per annum in excess of the original rate provided in the Installment Note secured hereby, when paid or incurred by Mortgagee in connection with (a) any proceeding, including foreclosure, probate and bankruptor proceedings, to which it shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage, or any indebtedness hereby secured, (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 threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 9. 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 the premises. Such appointment may be

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made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor 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. Such receiver shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, 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 debts 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, or (2) the deficiency in case of a sale and deficiency. Mortgagor consents to the appointment of any officer or employee of or any other person designated by Mortgages as such receiver.

- 10. 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 the same in an action at law upon the note hereby secured.
- 11. After default, Mortgagor shall deliver to Mortgagee at any time on its request, all leases, abstracts, guaranty policies, surveys and other papers relating to said premises, and in case of foreclosure hereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining a deed to said premises by reason of such foreclosure.
- 12. Until default in any of the covenants of this mortgage or in the payment of principal and interest as provided in said note, when due, the Mortgagor may remain in possession of said real estate; but in case of any default as aforesaid, Mortgagee shall be entitled to immediate possession of the premises and to collect the rents, issues and profits thereof, including rents accrued prior to default, to apply on the indebtedness and costs hereby secured and may enter without process of law, using such force as may be necessary, and in such case all tenants in possession are hereby directed to attorn to Mortgagee.
- 13. If required by Mortgagee, Mortgagor shall pay to Mortgagee with the monthly payments of principal and interest a prorated portion of the taxes, assessments and insurance premiums next to become due, as estimated by the Mortgagee, so that Mortgagee will

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have sufficient funds on hand to pay taxes, assessments and insurance premiums thirty (30) days before the delinquency date thereof. Any deficit shall immediately be paid by Mortgagee to Mortgagor. Money so held shall not bear interest and upon default may be applied by Mortgagee on account of the mortgage indebtedness.

- 14. Any award of damages resulting from condemnation proceedings or the taking or injury of the mortgaged premises for public use (all such awards, to the total amount of the outstanding indebtedness secured by this mortgage are hereby transferred and assigned or Mortgagee) shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, at its option, after payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured and Mortgagee is hereby authorized on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
- 15. The rights and remedies of Mortgagee are cumulative and may be exercised as often and whenever occasion therefor arises, and failure of Mortgagee to exercise such rights and remedies, or any of them however often, shall not be deemed a waiver thereof.
- 16. Except as such matters may be covered by mortgage title insurance provided by Mortgagor, that if any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured hereby), to which action or proceeding the Mortgagee is or becomes a party or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the Mortgagee for the expense of any litigation (ancluding reasonable counsel fees) to prosecute or defend the rights and lien created by this mortgage shall on notice and demand be paid by the Mortgagor, together with the interest thereon at the rate of (3% per annum in excess of the original rate provided in the Installment Note secured hereby, and shall be a lien on the premises, prior to any right or title to, interest in or claim upon the premises subordinate to the lien of this mortgage, and shall be deemed to be secured by this mortgage and evidence by the note; in any action or proceeding to foreclose this mortgage, or to recover or recollect the debt secured hereby, the provision of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.
- 17. As an inducement to Samuel Delevitt of Chicago, Illinois, to make this loan and as security for this loan, the Mortgagor hereby consents and agrees that if the Mortgagor herein or any

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of its successors entitle, shall deed, transfer, or convey the mortgage premises or any part thereof during the life of this mortgage without first obtaining the written consent of the Mortgagee, the mortgagee may elect to consider the entire mortgage debt, including principal, interest, and any and all other charges immediately due and payable, and the said Mortgagee may elect to institute foreclosure proceedings thereon. However, this paragraph shall not be interpreted to forbid the transfer by the mortgagor of his interest to a land trust duly executed and formed under the laws of the State of Illinois in which he and his immediate family are sole beneficiaries and which they own 100% of the beneficial interest. The transfer of any part of the beneficial interest of the land trust after its formation, however, will trigger this due on sale clause. It a land trust is formed, notice must be given to the Mortgagee.

- 18. As further security for the indebtedness hereby secured, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee a separate instrument (herein called the "Assignment") dated as of the date hereof, wherein and whereby, among other things, the Mortgagor has assinged to the Mortgagee all the rents, issues and profits and/or any and all leases and/or rights of management of the Premises, all as therein more specifically set forth, which said Assignment is hereby incorporated herein by reference as fully and with the same effect as if set forth herein at lengto.
- 19. Any notice to Mortgagee provided for in this mortgage or otherwise required shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the mortgagor at 6520 No. Keating, Lincolnwood, Illinois, or any other address mortgager designates by notice to mortgagee. Any notice to mortgagee shall be given by mailing it by first class wail to mortgagee at 910 Lake Shore Drive, Chicago, Illinois, or any other address mortgagee designates by notice to mortgagor. Any notice provided for in this mortgage shall be deemed to have been given to mortgagee or mortgagor when given as provided in this paragraph.
- 20. Each of the covenants and conditions of this mortgage shall bind the party named above as "Mortgagor," and its respective successors and assigns, and shall inure to the benefit of and be available to the successors and assigns of Mortgagee. The term "Mortgagor" shall include the party

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executing this mortgage, its respective successors and assigns. The term "mortgagee" shall include the successors and assigns of the Mortgagee. The singular shall include the plural and the masculine shall include the feminine and vice versa.

IN WITNESS WHEREOF, the Mortgagors, PETER SOCE and IVANKA SOCE, his wife, have executed this mortgage with witness the day and year first above written.

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STATE OF ILLINOIS)) SS	
COUNTY OF COOK)	
I, Since Enchele Sear, a Notary Public in and for	
said County, in the State aforesaid, DO HEREBY CERTIFY THAT PETER SOCE and IVANKA SOCE, his wife, 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 armowledged that they	
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.	
Given under my hand and 1986.	official seal this 12 day of
	I'll accommend the willer

THIS DOCUMENT PREPARED BY:

FREDERIC I. CHAIMSON 33 No. Dearborn Street Chicago, IL 60602 (312) 236-6115 COOK COUNTY, ILLINOIS FILED FOR SECORD

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Notary Public

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EXHIBIT A

Lots 143, 144, 145, 146, 147 and the West Half of Lot 148 in William H. Britigan's Budlong Woods Golf Club Addition, being & Subdivision of the South Half of the West Half of the Northeast Quarter of Section 12, Township 40 North, Range 13, Lest of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.# 13-12-223-04/LACO Wy 2620-30 W. Berwyn, Copy se

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Chairman & Kanter 33 n. Demborn St. Ulgo ple 60602 Alla: Frederic J. Chairman