WHEN RECORDED MAIL TO:

CORED TYTHUCS RODS FILED TO BELL OF

RIVER FOREST STATE BANK AND TRUST COMPANY 7727 West Lake Street River Forest, Illinois 60305 ATTN: Real Estate Department 1986 DEC 31 PH 3: 40

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# RIVER FOREST STATE BANK AND TRUST COMPANY 7727 West Lake Street River Forest, Illinois 60305



#### MORTGAGE

NOTICE TO BORROWER: THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

TMIS MORTGAGE made this 20th day of December, 1986, between DENNIS L. HATFIELD AND ROSEANNE HATFIELD, married to each other, of 500 West Armitage, Chicago, Illinois, 60314, (hereinafter referred to as "Mortgagor") and the RIVER FOREST STATE BANK AND TRUST COMPANY, (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000.00) which indebtedness is evidenced by Mortgagor's Note dated December 20, 1986, (herein referred to as the "Note"),

AND WHEREAS, the Note provides for interest to be charged on the balance of principal remaining from time of line outstanding at a rate equal to three percent (3.00%) above the weekly average yield, or United States Treasury Securities adjusted to a constant maturity of one year (hereinafter referred to as "Index"); and

WHEREAS, the initial interest rate charged under the Note for the first Twelve months is equal to eight and eighty-three are hundredths percent (8.83%), which rate is equal to three percent (3.00%) above the most recently available index and the interest rate charged under the terms of the Note is adjusted at intervals of twelve months during the term hereof; and

WHEREAS, the Note provides for initial northly installments of ONE THOUSAND NINE HUNDRED SEVENTY-ONE AND SEVENTY ONL HUNDREDTHS DOLLARS (\$1,971.70) on the first day of each month commencing with January 1, 1987 with the balance of the indebtedness, if not sooner paid, due and payable on and December 1, 1996.

NOW, THEREFORE, the Mortgagor, to secure the phyment of the Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the revenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant, and convey to Mortgagee the following described real estate located in the County of Cook, State of Illinois:

LOT 3 IN BLOCK 3 IN HIGH'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 15 IN SHEFFIELD'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-32-109-003-0000

C-D-0

This instrument was prepared by:

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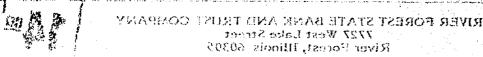
Louis P. DeMuro, Vice President River Forest State Bank and Trust Company 7727 West Lake Street River Forest, Illinois 60305

WHEN RECORDED MAIL TO:

PIVER FOREST STATE BANK AND TRUST COMPANY 7327 West Lake Street River Forest, Illinois 60305 ATTN: Real Estate Department

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THIS MORTGAGE made this 25th day of December, 1%, between DEVERS L. PATERIED AND ROSEANNE CHATERIED, carried to each other, 2% been DEVERS L. Chicago, dilinois, 65644, (hereinater caferred to as "Mortgago, 65° and the HVIE FOLSE CONTRIBANK AND TRUST COMPANY, thereinater referred to as 'Mortgago''.

WHEREAS, Moreyagor is independ to Mortrace in the province of the filly order representation of the filly order methodology. In evidence the Morey's More dated December 23, 1985, (herein reserve to at the "Norc").

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11,1.01,1 14-32-109-003-0000

Chie instituient was prepared by:

zonie Py Dedino, Vice President Eirspeinrest State Sonic und Trust Company 7727 West Luige Stroet Bluer Fount, Allnein 50003

The state of the s

Which has the address of 2257 North Janssen, Chicago, Illinois, 60614 (herein referred to as "Property Address").

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing together with said property (or the leasehold estate if the Mortgage is on a leasehold) are herein referred to as the "Premises".

Mortgagor convenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

#### IT IS FURTHER UNDERSTOOD THAT:

- 1. Morigagor shall promptly pay when due the principal of and interest on the inde's edness evidenced by the Note, and late charges as provided in the Note, and the principal of an interest on any future advances secured by this Mortgage.
- 2. In addition, the Mortgagor shall:
  - (a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
  - (b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water crarges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in articination of such taxes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish the Mortgagee, upon request, with the original and duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
  - Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, denting, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies or monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indeptedness is fully paid, or in the case of foreclosure, until expiration of the period of recemption; such insurance policies, including additional and renewal policies shall be fellvered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal (e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof. policies shall be delivered at least ten (10) days before such insurance shall expire.

Affice that fixe address of 2257 North Lansson, Pacago, Illinois, Michiel Cierrin and early to the Property Ridness L.

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  - in addition, the Martgagor shall:
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- (b) Pay immediately when does and cayant all govered torrow well to the entropy of assessments, water charges, so or so the element of the taker with against the property, including a lower time, the course of the property including a lower time, the course of the course of the provided in the More in auticipation of such takes and observe to a said the construction of the lander the terms of said the lander the Mortgages, upon request, with the related and lost include the resident the dortgages, upon request, with the related and and all such then even belief therefor, and all such it on the purpose at this requirement.
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- (e) Reep aged Fremisca in areal condition and report without cover and it is to be any mechanics or other lies of this any mechanics or other lies of this and expressly meads to result a resulter and expressly means.

- (f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.
- (g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.
- (h) Comply with the provisions of any lease if this Mortgage is on a leasehold.
- (i) Pay the premiums for any life, disability or other insurance if Mortgagor shall procure contracts of insurance upon his life and disability insurance making the Mortgagee assignee thereunder. In such event and upon failure of Mortgagor to pay the aforesaid premiums, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this Mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.
- (j) In the event this Mortgage is on a unit in a condominium, perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium, the By-laws and regulations of the condominium and the constituent documents.
- Any cale, conveyance, or transfer of any right, title or interest in the premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written and oval of the Mortgagee shall, at the option of the Mortgagee, constitute a default herounder on account of which the holder of the Note secured hereby may declare the and e indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

3.

5.

- In the case of a lailure to perform any of the covenants herein, or if any action or 4. proceeding is commanced which materially affects the Mortgagee's Interest in the including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenented; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgagor will repay upon demand any monies paid or disbursed; including reasonable attorney's fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract small become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of sald Premises if not otherwise paid. It shall not be obligatory upon the Mortgage's to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do to omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this mortgage.
  - Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Previses, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owner's group, then and in any of said events, the Mortgagee is hereby authorized and empowered, as its option and without affecting the lien, hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any monies of the Mortgagor held by the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises enmasses. without offering of the several parts separately.

- (f) Mot suffer or permit ver inharint use of er an arisann to east a sect. I seek
- '9) Comply with all require sents of law ochemicipal ordinasces will expend to the Premises and the use thereof.
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- (i) Pay the premiuns for any him, discipling as other manuary of Control of procure configurates of insurance upon his fits and discribed configurates of insurance upon his fits and discribed of infunctions. In such event was upon billing at library and premiums, the blockpasses was pay the paradums, the blockpasses was pay the paradums of a configuration and add said payments of the grindly disclosures according to this expect of the interpretation of the control of the payments and without all of the payments, unless such charges in by annual consens.
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Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefore in personam or not, and If a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the ilen hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of twenty (20%) percent per annum, or if said rate of in crest is higher than permitted by state law, then to the highest rate permitted by state law, which may be paid or incurred by or in behalf of the Mortgagee for attorneys' fees, appraiser's fees, court costs and costs (which may be estimated as to include frems to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such sult or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesald amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including a probate or bankruptcy proceeding; to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any sale for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of sald Premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

- Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or rejuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.
- 8. Any forebearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a walver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a walver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.
- All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
- 10. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.
- 11. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and

figor, the communication and any transformal action for their territory devices the which such bill is filled and a control mainly partition as the fill is filled days obtained as norther to the Hortgaros, or any priverisitation or which with the contract of solvency of the Mostgagae as should be stood by the color of the Mostgagae as collections to the second to marke street being the estimate. Heater appoint a reconvertible of each to lead to the last of the extraction of the extraction of the extraction and profite of each of the end of the Committee of the committee of and the above the result of the second state of the second to being unercommen only the control of the control of the state of the state of the bolton and pulled the indebtedness, make towns, include or a collection of makes to and prospersion of the Property and the food the food the second of the notice of the any deficiency dearce whother there is a decreas the course to the course transka i salima snase som, risnis med Plants od satningga od Hada vývidopni k li with a reference and assistant a property of the real orbits as yet biowolla boiling that add with the first the more of the classic forms of book to be a new edited. Broughou from For every the and no verse to the little prices. Indeed y consisting out to emitted questions said Francisco shall be consisted for the application of a consistent in teach of grantises shall be consistent to be considered for the consistence of said the consistence of said the consistence of said the consistence of the consistence of said the consistence of the consistency of the consistence of the consistence of the consistence of the consistency of the consist interest thereon at the rate of the following the entrance of the mornal transfer interest is biginer than premitted by a the laws about the constant of the constant of the constant in the constant is biginer than premitted by a the laws about the constant law, which may be premitted by a constant law or a law or be about the constant laws about the constant laws about the constant constant laws about the constant constant laws about the constant laws and the constant laws about the constant laws about the constant constant laws about the constant constant constant laws about the constant constant laws about the constant constant laws about the constant laws are constant laws about the constant laws are constant laws about the constant laws are constant laws and constant laws are constant laws and constant laws are constant laws and constant laws are constant laws are constant laws and constant laws are constant laws and constant laws are constant la enter l'incoment a avenue de la composition della composition dell hantstaately processurage or concerning the color training this color of the color in the majora of the term the areas Constitution of the constitution do sunimmonante or angresone.

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any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

- 12. Upon payment of all sums secured by this Mortgage, Mortgage shall release Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordations of any documentation necessary to release this mortgage.
- Mortgagor hereby waives all right of homestead exemption in the Premises and grants to Mortgagee the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 14. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.
- 15. If the Mortgagor is a corporation, the Mortgagor hereby waives any and all rights of recemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decree or judgment credices of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.
- This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at River Forest, Illinois.

x Donnie J. Warfield Dennis L. Hattigg

× Roseanne Hatfield

STATE OF ILLINOIS )

(S.S. COUNTY OF COOK )

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT: Dennis L. Hatfield and Roseanne Hatfield 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 acknowledged that they signed, sealed and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the Right of Homestead.

GIVEN under my hand and notarial seal, this 30th day of weember , 1986

NOTARY PUBLIC

My Commission Expires Navember 20, 1989

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NOTARY PUBLIC

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