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(Land Trust)

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that under the Trust agreement described above Borrower has the right to mortgage, grant and convey the Property.

BOX/69

LCS-024-A 3/85 1 of 3

Borrower and Lender covenant and agree as follows:

development and constituent accir, lents.

f. Payment of Principal and Interest. Borrower shall prompily pay when the principal and interest indebtagases

2. Application of Psyments. Unless applicable law provides of the Note.
3. Prior Mortgages and Deeds of Trust, Charges, Llens. Borrower shall payment to interest payable on the Note, and then to interest payable on the Note, and then to the principal of the Note.
3. Prior Mortgages and Deeds of Trust, Charges, Llens. Borrower shall payment by Epirower under any parameters of the Note.

and impositions aftributable to the Property which may aftain a priority over this Morigage, and leasehold payments or ground covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's

againstioss by lite hexaids included within the letter exceleded, and such other hazards as **Lands they** require and * Hazard insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured meron Protectly Attoress'

Lender and shall include a standard mortgage clause in tavor of and in a form acceptable to Lender shall have the fight such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lander; provided, that

lien which has priority over this Mortgage. to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a

not made promptly by Borrower. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if

collect and apply the Proceeds at Lender's option either to restoration or repair of the Property or to the sums secured mailed by Le IL' (10 Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is suthorized to If the Property is abandoned by Bottower, or if Botrower falls to respond to Lender within 30 days from the date notice is

doverning the condominium of pic need unit development, the by laws and requisions of the condominium or planted unit planned unit development, Ear ro wer shall perform all of Borrower's obligations under the declaration or coverants creating or a to multimobrico a ni tinu a no si egaptioM sidt II. bioriessel a no al egaptioM airt il easel yna to anc aivorg ent tilt yldmoo 5. Preservation at 4 Meintenance of Property; Lesseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in glock specification of the Property and shall

applicable law such time as the requirement for such insurance turn inales in accordance with Borrower's and Lender's written agreement or making the loan secured by this Morgage, porrown, shall pay the premiums required to maintain such insurance in effect until fees, and take such action as is necessary to p. otect Lender's interest. If Lender required mongage insurance as a condition of at Lender's option, upon notice to Borrow at make such appearances, disburse such sums, including reasonable afformey's Documents, or it any action or proceed in , it commenced which materially affects Lender's interest in the Property, then Lender, Beforedion of Lender's Sect. Av. if Borrower falls to performants and agreements contained it and conditional

additional indebledness of Borrower sectived by this Morro and Diness Sorrower and Lender agree to other terms of payment. Any amounts disbursed by Lender pursuant to "in paragraph 6 with interest thereon, at the Note rate, shall become

Inspection. Lender may make or cause to be made te to lable entries upon and inapections of the Property, provided peragraph, strall require Lender to incur any expense or take any schon hereunder.

valed in the Property. mer reugel and potrower honce buot to any affich inspection i bacilying reasonable cause mereior related to reugel's

Segnol slut levo Vilioing and shall be paid to Lender, subject to the terms of any mongage, deed of runt our that security appearant with a tien which has condemnation of her laking of the Property or part thereof, or for converence of condemnation, are deliby assigned S. Condemnation: The proceeds of any award or claim for damages of consequential in donnession with any

amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate 9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the fine for payment or modification of

10. Successors and Assigns Bound; Joint and Several Liabsity; Co-signers. The coverients and agreements herein яррісаріє ізм. зраії пог ре а маілег ог ог рівсілає тіс ехегсізе от апу зпсу лідит ог гешеру. successors in inherest. Any lorbearance by Lender, in exercising any right or remedy hereul to , or otherwise afforded by a montization of the succession of this Montgage by reason of any demand by the condition some send Borrower required to commence proceedings against such successor or refuse to extend time fr., payment or otherwise modify to release, in any manner, the liability of the original Borrower and Borrower's success. In interest, Lender shall not be

Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the right without that Borrower or modifying this Mortgage as to that Borrower's interferent intait Borrower or modifying this Mortgage as to that Borrower's interferent intait Borrower or modifying this Mortgage as to that Borrower's interferent interference in the feature of the contract of the contrac and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not persunally lighter on the Borrower who co-algne this Mortgage, buildogs not exequte the Mote, (a) is co-algning this Mortgage onlist mortgage, grant with language brait and liad in the provision of the prov contained shall bind, and the rights hereunder shall inure to, the tespective successors and assigns c. Le. der and Borrower,

designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at 11. Notice: Except for eny holice required under applicable law to be given in another manner. (a) any notice to Borrower

offilis Mortgage and the Note are declared to be severable. As used herein, "coats", "expenses" and "attempte fees" include all provisions of this Mongage of the Note which can be given effect without the conflicting provision, and to this end the provisions event that any provision or clause of this Mongage or the Note conflicts with applicable law, such conflict shall not affect other in which the Property in located. The locagoing sentence shall not limit the applicability of Pederal is with this Mongage. In this 12. Governing Laws; Severability. The state and local laws applicable to this Mortgege shall be the laws of the jurisdiction

sums to the extent not prohibited by applicable law or limited herein.

13. Borrower's Copy. Borrower shall be (urnished a conformed copy of the Note and of this Mortgage at the time of the Note and the Not

o the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender relesses Borrower in the creation of a lience, encumbrance submidule to this perchance of a ransfer by dayne despend on were being made Borrower shall cause to be submined into any persition to purchase. Borrower shall cause to be submined into a shall be despited to the state of the second of the seco 14. Translet of the Property. If Borrower sells or francters all or any part of the Property or an interest therein, excluding (a)

proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to.

reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

16. Borrower's Right to Rainstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage If, (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 15 hereot, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the From rty, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration, inder paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court the rupon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, thou may, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums so arred by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. Release. Upon paymen to all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower, Borrower shall pay all custs of recordation, if any,

19. Waiver of Homestead Borrov er hereby waives all right of homestead exemption in the Property.

19. Waiver of Homestead Borrov er hereby waives all right of homestead exemption in the Property.

20. Land Trust Mondage. Borrower's Trustee expressly subordinates to the lien of this Mortgage, and any extension or the property of the aforesaid, in the exercise of the power and authorib, conferred upon and vested in Borrower as such Trustee, and it is expressly understood and agreed by Lender and by every Lers on now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mor gaje shall be construed as creating any personal liability on Borrower.

REQUEST FOR NOTICE OF DEFAULT AND FORECLUSUPE UNDER SUPERIOR MORTGAGES CADIEDS OF TRUST

Borrower and Lender request the holder of any mortgage, de ad of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set lorth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action

Reverly Lank

100 N. State, Chicago,

IL

IN WITNESS WHEREOF, BORROWER has executed this Mortgage

		Trustee
	Bulloute	Not personally but in its capacity as Trustee, under Trust Agreement dated 215, 1970
	Exoreration provision restricting Bank exoreration provision reserve side and the reverse side on the reverse many than the reverse on the expressive many exp	19 and known as Trust Agreement
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I, the undersigned,	a Notary Public, in and for said	id County, in the state aforesaid, DO⊱HEREBY CERTIFY, THAT
		Officer of Beverly Bank, an
Illinois c		, and
Alyne Polikoff,	Asst. Tr See Fefary of sai	id corporation, who are personally known to me to be the same
persons whose names ar	e subscribed to the foregoing ins	trument as such Dorothy M. Fleischman presidenst.
		ectively, appeared before me this day in person and acknowledged
that they signed and deliv	ered the said instrument as their o	own free and voluntary act and as the free and voluntary act of said oses therein set forth; and the said <u>Asst. Trust Officer</u>
Corporation, as itustee as	s atoresaid for the uses and purposition should be seen and purposition and seen and seed and seen and see	ne custodian of the corporate seal of said
corporation did affix sale	d seal to said instrument as	her own free and voluntary act and as the free and
		for the uses and purposes therein set forth.
GIVEN under my han	d and Notarial Seal, this11	th day of February , A.D. 19 86
	n 1990	
My Commission expires:	Jule 11/107	Quan I pless

Address

LCS-024-A 3/85 3 of 3

This instrument was prepared by: Wall to

Charles H. Murphy

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