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THIS INSTRUMENT WAS PREPARED BY:
First Illinois Bank of Evanston, N.A.
800 Davis Street
Evanston, Illinois 60204

This instrument was prepared by:
Janice Goldstein (Craig)
800 Davis St., Evanston IL
(Name)
(Address)

MORTGAGE

86084104

THIS MORTGAGE is made this 6 day of February 19 86, between the Mortgagor, LaSalle National Bank as Trustee u/t/a dated 12/12/78 Trust #100409 (herein "Borrower"), and the Mortgagee, First Illinois Bank of Evanston, N.A. a corporation organized and existing under the laws of Delaware whose address is 800 Davis St., Evanston, Illinois (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$20,030.00 Dollars, which indebtedness is evidenced by Borrower's note dated February 6, 1986 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 15 1996 ;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by 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 covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook , State of Illinois:

Lot 24 in Block 3 in Kedzie and Keeney's Addition to Evanston, in the South East $\frac{1}{4}$ of Section 19, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

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86084104

which has the address of 654 Judson , Evanston
(Street) (City)
. Illinois 60202 (herein "Property Address");
(State and Zip Code)

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, water rights, and water stock, 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 this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that ~~Borrower will warrant and defend generally the title to the Property 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 Lender's interest in the Property.~~

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver 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 Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. 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.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may 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.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial 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.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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7. **Proceeds of Lender's Security.** If Borrower fails to perform the covenants and stipulations contained in this Note, Lender may take such action as is necessary to protect Lender's interest, including, but not limited to, terminating or suspending, or if any action of proceedings is commenced which may affect Lender's interest, taking a mortgage in the Property, holding an assignment, but not in any case limiting Lender's interest, in the Property, or if any action of proceedings is commenced by the Note holder against the Note holder, Lender may take such action as is necessary to make good the loss suffered by Lender, and take such action as is necessary to make good the loss suffered by Lender, plus reasonable attorney fees and expenses incurred by Lender in connection with such proceedings.

8. **Proceeds of Property.** Lender may demand and receive all of the proceeds of the Property to which he is entitled under this Note or otherwise, and shall keep the Property in good repair and shall not commit waste or permit misappropriation of the Property, and shall do all that Lender may require in writing to keep the Property in good repair and shall not commit waste or permit misappropriation of the Property at his sole expense. Lender may, from time to time, inspect the Property and require Borrower to make such repairs as may be necessary, and Borrower shall pay to Lender the amount so required within thirty days after receipt of notice.

9. **Proceeds of Mortgaged Property.** Lender may, at his sole expense, hire a contractor to repair the Property and shall deduct the amount so expended from the sum due Lender; or Lender may, at his sole expense, take such action as he deems necessary to repair the Property and shall deduct the amount so expended from the sum due Lender. In either event, Lender shall be entitled to receive payment of the amount so deducted from the sum due Lender, plus reasonable attorney fees and expenses incurred by Lender in connection therewith, and Lender may, at his sole expense, sue for the recovery of such amount so deducted.

10. **Proceeds of Mortgaged Property.** Lender may, at his sole expense, hire a contractor to repair the Property and shall deduct the amount so expended from the sum due Lender, plus reasonable attorney fees and expenses incurred by Lender in connection therewith, and Lender may, at his sole expense, sue for the recovery of such amount so deducted. Lender shall be entitled to receive payment of the amount so deducted from the sum due Lender, plus reasonable attorney fees and expenses incurred by Lender in connection therewith, and Lender may, at his sole expense, sue for the recovery of such amount so deducted.

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED February 1986 UNDER TRUST NO. 1004706

Trustee's Expiration

86081104

This Mortgage or Trust Deed in the nature of a mortgage is executed by
LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 1004706
in the exercise of the power and authority conferred upon and vested in it as such
Trustee (and said **LA SALLE NATIONAL BANK** hereby warrants that it possesses full
power and authority to execute the instrument) and it is expressly understood and agreed
that nothing contained herein or in the note, or in any other instrument given to evidence
the indebtedness secured hereby shall be construed as creating any liability on the part
of said mortgagor or grantor, or on said **LA SALLE NATIONAL BANK** personally to pay
said note or any interest that may accrue thereon, or any indebtedness accruing
hereunder, or to perform any covenant, either express or implied, herein contained, all
such liability, if any, being hereby expressly waived by the mortgagee or Trustee under
said Trust Deed, the legal owners or holders of the note, and by every person now or
hereafter claiming any right or security hereunder; and that so far as the mortgagor or
grantor and said **LA SALLE NATIONAL BANK** personally are concerned, the legal holder
of the note and the owner or owners of any indebtedness accruing hereunder shall look
solely to the premises hereby mortgaged or conveyed for the payment thereof, by the
enforcement of the lien created in the manner herein and in said note provided or by
action to enforce the personal liability of the guarantor or guarantors, if any.