

(Corporate Form)

THIS INDENTURE WITNESSETH: That the undersigned HARRIS CUSTOM BUILDERS, INC.

a corporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagee, does hereby Mortgage and Warrant to

LYONS SAVINGS AND LOAN ASSOCIATION

86084182

a corporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagor, the following real estate in the County of Cook

in the State of Illinois, to wit:

Lot 8 in Greensward, Unit 1, a subdivision of part of the East half of the Southwest quarter of Section 23, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded as Document No. 27,472,132 on March 12, 1985.

Tax no 01-23-302-008

Address 2 Luch Lane, South Bennington, IL

DOOR 555502 10011

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor covering, screen doors, in a door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not), and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of Two Hundred Fifty Thousand and NO/100- Dollars \$ 250,000.00, which Note, together with interest thereon as therein provided, is payable in monthly installments of based upon the amount disbursed Interest only

beginning the first of the month following the first disbursement, which payments are to be applied, first, to interest, and thereafter to principal, unless sooner paid, the full amount of the entire Note is due and payable on February 27, 1987

(2) any advances made by the Mortgagee to the Mortgagor or its successors in title for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of ZERO Dollars (\$ -0-), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof, (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, sewer charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such liens extended against said property shall be conclusively deemed valid for the purpose of this requirement, (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full, (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage, (5) To 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, (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act, (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof, (8) Not to make, suffer, or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances

D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F. That if all or any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, including (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, Mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable

Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagor's successor has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this mortgage and the note securing it.

Subject to the terms of this paragraph, nothing in this mortgage contract shall prevent Mortgagee from dealing with any successor in interest of the Mortgagor in the same manner as with the Mortgagor, and said dealings may include forbearing to sue or extending the time for payment of the debt secured hereby, but said dealings shall not discharge or in any way affect the liability of the Mortgagor hereunder or the debt hereby secured.

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Attention: Mary Patek
Hinsdale, IL 60521
440 East Ogden Avenue
Lyons Savings & Loan Association

THIS INSTRUMENT WAS PREPARED BY: + MAIL TO:

DEPT-01 RECORDING
T#3333 TRAM 0022 03/04/86 11:38:00
#106 # C * 04199182

Box 15

GIVEN under my hand and Notarial Seal, this day of February, A.D. 1986, personally known to me to be the President of HARRIS CUSTOM BUILDERS, INC., and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT the undersigned, a Notary Public in and for said County, in the State aforesaid, is duly qualified and is duly sworn to perform the duties of said office, and that the power herein mentioned may be exercised as often as occasion therefor arises.

ATTEST: My Commission Expires 03-23-88

STATE OF ILLINOIS
COUNTY OF []

Witness my hand and Notarial Seal, this 27th day of February, A.D. 1986, at [] in said County, in the State aforesaid, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the foregoing instrument, duly executed by the parties thereto, is the true and correct copy of the original instrument as the same appears to me, and that the power herein mentioned may be exercised as often as occasion therefor arises.

Witness my hand and Notarial Seal, this 27th day of February, A.D. 1986, at [] in said County, in the State aforesaid, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the foregoing instrument, duly executed by the parties thereto, is the true and correct copy of the original instrument as the same appears to me, and that the power herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 27th day of February, A.D. 1986, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage.

That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or contained herein shall constitute a release of the Mortgagee from its obligation to perform the same; that the Mortgagee shall retain the right to foreclose upon the property hereunder, and that the power herein mentioned may be exercised as often as occasion therefor arises.

That 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 value of the property or the value of the debt secured by the mortgage, appoint a receiver with power to manage and sell and to collect the rents and profits of the property, and to take any other action which may be necessary to carry out the purposes of the mortgage, and to collect the same; and the receiver shall have the same powers and authority as a receiver appointed by the court in which such bill is filed.

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