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This instrument was prepared by:

WINIFRID E. MOORE

10801 S. Western Ave., Chgo, IL 60643
(Name)
(Address)

MORTGAGE

DA 604336
THIS MORTGAGE is made this . . . 3rd . . . day of . . . April
19 . 86 . between the Mortgagor, . . . ROBERT J. EBNER and BARBARA ANN EBNER, his wife . . .
. . . (herein "Borrower"), and the Mortgagee,
. . . CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and
existing under the laws of . . . the United States of America
whose address is . . . 10801 S. Western Avenue, Chicago, Illinois . . . 60643
. . . (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$. 25,000.00
which indebtedness is evidenced by Borrower's note dated . April 3rd, 1986 and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness,
if not sooner paid, due and payable on . April 11th, 1989

TO SECURE to Lender 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, Borrower does hereby mortgage, grant
and convey to Lender the following described property located in the County of . . . COOK State of
Illinois:

Lots 330 and 331 in Elmore's Hickory Heights, being a Subdivision of the South half of
the South East quarter of Section 2, Township 37 North, Range 12, East of the Third
Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 23-02-404-001-0000 and 23-02-404-002-0000.

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THIS IS A SENIOR
MORTGAGE

which has the address of . . . 9301 S. 93rd Avenue, Hickory Hills, Illinois . . . 60457
[Street] [City]
Illinois . . . 60457 (herein "Property Address");
[Zip Code]

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 Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,
subject to encumbrances of record.

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BOX 134

THIS INSTRUMENT WAS PREPARED BY
WINTFIELD MOORE

(*Space Below This Line Reserved for Lender and Recorder*).

August 14th, 1987

My Commission expires:

Given under my hand and affixed seal this 25th day of April 1986.

1. PEETER I. HAHTO
2. ROBERT J. BENET, and BARBARA ANN BENEFER, wife, certify that
3. personally known to me to be the same person(s) whose name(s)
4. appeared before me this day in person, and acknowledge that they
5. appertain to the uses and purposes for which instrument was
6. subscribed to the foregoing instrument as
7. free voluntary act, for the uses and purposes thereintended.

STATE OF ILLINOIS, . . . GODR . . . County ss:

13401308 -

Brooks Lin Farm

In witness whereof, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with which this instrument has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, if any photo copy to Lender, at Lender's address set forth on page one of this Mortgage, if any, before the sale of any interest in this instrument under the superior encumbrance and of any sale of other foreclosure action.

REGU^LE^S FOR NOTIC^E OF DEF^ALT,
AND FOR CLOSURE UNDER SUPERIOR
MORTGAGES OR DEE^S OF TRUST

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, 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, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension or 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. 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.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the 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 Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. 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 delivering it or 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 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.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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 this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. 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.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered 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 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 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 give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 nonexistence 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 attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. 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 17 hereof, 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.

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

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ment with a lien which has priority over this Note.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with hereby assigned and shall be paid to Lender's attorney or other legal expenses of the Note, subject to the terms of any note of record or other security in lieu of condemnation, are

provided that Lender shall give Borrower notice prior to any such inscription specifying reasonable cause therefor related to Lender's interest in the Property.

8. Impairment. Lender may make or cause to incur any expense or take any action hereunder to Borrower makes such payments to the holder of a prior mortgage or other security in the Property.

Noticing contained in this Paragraph shall require Lender to make reasonable efforts upon notice of any amendment, such amounts shall be payable by this Mortgage. Unless Borrower agrees to Lender's agreement to pay additional interest thereon, at the rate, shall

become additional indebtedness of Borrower secured by this Mortgage. Lender agrees to Borrower and Lender agree to other terms of payment to this Paragraph, with interest thereon, at the rate, shall

Any amounts disbursed by Lender pursuant to this Paragraph, with interest thereon, at the rate, shall

Borrower's and Lender's interests agreeable to applicable law.

Borrower such insurance in effect until such time as the requirement for such insurance terminates in accordance with

insurance as a condition of making the loan secured by this Mortgage. Borrower shall pay the premium required to

resemble attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender requires mortgage

Lender, or if any action or proceeding is commenced which affects Lender's interest in the Property, then

Mortgage, or if any action or proceeding fails to perform the covenants and agreements contained in this

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements

tions of the condominium unit developed unit documents, and regularly.

declaration or covenants regarding the condominium unit developed unit documents, the by-laws and regular

in a condominium of a planned unit development, Borrower shall perform all of Borrower's obligations under the

Property and shall comply with the provisions of any lease of this Mortgage. If this Mortgage is on a leasehold, Lender is

not liable to collect and apply the insurance premium of the condominium unit developed unit of the

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date

of notice is mailed by Lender to Borrower, or if Borrower fails to pay his Mortgage.

proof of loss if not made prompt by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make

or other security agreement with a lien which has priority over this Mortgage.

Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust

acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender,

that such approval shall not be unreasonably withheld. All insurance policies and renewals thereafter shall be in a form

that insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided,

may require and in such amounts and for such periods as Lender may require.

5. Hazard Insurance. Borrower shall keep the insurance coverage, and such other hazards as Lender

measured against losses by fire, hazards included within the term "extended coverage", and such other hazards as Lender

Mortgage, and leasehold payments attributable to the Property which may attain a priority over this

assessment and other charges, fines and improvements of ground rents, if any.

including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes,

under any mortgage held or trust or other security with a lien which has priority over this Mortgage,

4. Prior Mortgages and Deeds of Trust. Lender, Borrower shall perform all of Borrower's obligations

Borrower under Paragraph 2 hereof, then to metered payable on the Note, and then to the principal of the Note.

the Note and Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

held by Lender at the time of application as a credit against the sale of the Property or its acquisition by Lender, any Funds

Lender shall pay in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

Lender may require.

If the funds held by Lender, together with the future monthly installments of Funds payable prior to

Funds are held as additional security for the sums secured by this Mortgage.

the funds showing credits to the funds and debts for which each debt to the funds was made. The

Borrower any interest or earnings on the funds, Lender shall give to Borrower, without charge, an annual accounting of

unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay

may agree in writing at the time of execution of this Mortgage to make such a charge. Borrower and Lender

pays Borrower interest on the funds and applicable law permits Lender to make such a charge. Unless Lender

and applying the funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender

the funds to pay said taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

If Borrower pays funds to Lender, the funds shall be held in an institution the deposits of which are

insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply

such payments to Lender, the funds shall be held in an institution the deposits of which are

deed of trust if such holder is an institutional lender.

such payments of funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or

Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make

payments to the basis of mortgage insurance, if any, all as reasonably estimated initially and from time to time by

Property, if any, plus one-twelfth of yearly premium installations for hazard insurance, plus one-twelfth of yearly

planned unit development assessments, if any) which may affect the Note, until the Note is paid

in full, a sum (herein "funds") equal to one-twelfth of the early taxes and assessments (including condominium and

to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid

under this Note and insurance, Borrower shall pay when due the principal and interest

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Lender covens to provide as follows:

2. Funds for Taxes and Insurance. Borrower shall pay monthly premiums of principal and interest to Lender, until the Note is paid

indefinite period of time in the Note, subject to applicable law or a written waiver by Lender, until the Note is paid

to Lender and Lender's interest in the Note.

3. Payment of Principal and Lender covens to provide as follows:

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