TOGETHER with all the improvements now or hereafter erected on the property, and all essements, 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 in the event this Mortgage is on a leasehold) are herein 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.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the extension of and interest on any Future Advance required by this Mantenage.

the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rente on the Property, if any, plus one-twelfth

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19. Borrower's Right to Reinstone. Not withstanding Lender's acceleration of the sums secured by this Morigage, 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, the Note and notes accuring Future Advances, if any, 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 18 hereof, including, but not limited to, reasonable attorney's 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 o coured.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such

rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled 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 Lender or 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 feet, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 22. Release. Upon payme to of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
 - 23. Waiver of Homestead. Box for hereby waives all right of homestead exemption in the Property.
- 24. Land Trust Mortgage. Borrower as Trustee expressly subordinates to the lien of this Mortgage, and any extension or renewal thereof, Borrower's right to a lien for advances made by Borrower under the terms of the Trust Agreement described above, and for costs, attorney's fees and compensation. This Mortgage is executed by Borrower, not personally but an Imistee as aforesaid, in the exercise of the power and authority conferred upon and vested in Borrower as such Trustee, and it is expressly understood and agreed by Lender and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be constructed as creating any personal liability on Borrower.

	construct as creating any personal liability on Borrower.
25. Borrower's Address. Notices mailed to Borrower pursuant to paragraph 14 hereof shall be mailed Borrower at the following address in lieu of the Property Address: 1645 N. Vine, Chicago, Illinois 60614	
	istee, has caused this Mortgage to be executed by its represen
Mario Middling and announce.	AMERICA JATIONAL BANK ANT
	Not personally but as Trustee, under Trust Agreement date
	known as Trust No. 61061
	- 4
1645 N. Vine	By: Meanan
Chicago, Illinois 60614	C Trouidant
Property Address	Attest: Secretary
STATE OF ILLINOIS SS.	
MAXINE J. PEARSON	a Notary Public, in and for said County, in the State aforesaid
DO HEREBY CERTIFY, THAT Pat W. Z., John	787: President of Chicago, and
Douglas Mover Atsy	Secretary of said corporation, who are personally known to me to
be the same persons whose names are subscribed to the fo	regoing instrument as suchPresident and peared before me this day in person and acknowledged that they signed
and delivered the said instrument as their own free and	voluntary act and as the free and voluntary act of said corporation, a
scknowledged that, as custodian of the corpo	forth; and the said <u> </u>
and purposes therein set forth.	
GIVEN under my hand and Notarial Seal, this	day of, A.D. 19, A.D. 19

My Commission expire: November 29, 1988

My commission expired

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of yearly premium installments for hazard insurance, plus one-tweffth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to 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 as they fall due, such excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thrity days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower

any Funds held by Lender.

If under prograph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and prographs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrowe under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then as the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Por ower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and ground rents, if any, at Lender's option in the manner provide? under paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly furnish to Lender all promptly furnish to Lender receipts evidencing such payments. Sorrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or for en ure of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keet the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall of chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment,

when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender sil renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrowe; that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured or 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 and 2 hereof or

change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrup or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. 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 stated in 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 by applicable law. Nothing contained in this paragraph 7 shall require Lender to

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torney's fees, and costs of documentary evidence, abstracts and title reports entitled to collect an such proceeding all expenses of foreclosure, including, but not limited to, reasonable atand payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be by this Mortgage and sale of the Property. 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 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, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereo: specifying: (1) the breach; (2) the breach; (2) the breach; (3) a date, not less than thirty day; coverant or agreement of Borrower in this Mortgage, including the coverants to pay when due any sums secured 18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any

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any remedies permitted by paragraph 18 hereof.

prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoker ance with paragraph 14 hereof. Such notice shall provide a period of not less than 80 days from the date then notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums Borrower from all coligations under this Mortgage and the Note.
If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accord.

sor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release 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 puragraph 17 and it Dorrower's success Property is to be sold or transferred reach agreement in writing that the credit of such p as is astisfactory to shall have waived such option to accelerate it, prior to the sale or transfer Lender and the person to whom the Lender's option, declare all the sums secured by this Mortgage to be in mediately day and payable. Lender or transferred by Borrower without Lender's prior written consent, excluding as 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 de thost soint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option of purchase, Lender may, at grant of any leasehold interest of three years or less not containing an option of purchase, Lender may, at 17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold

skecution or after recordation hereof.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage at the time of

declared to be severable.

given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Mote are 15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform coverants for national Mortgage; Governing Law; Severability. This form of mortgage combines uniform security instrument covering real property. This Mortgage of this Mortgage of the lutisdiction it which the Property is located. In the event that any provision of 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 size a such conflict shall not affect other provisions of the Mortgage or the Mortgage or the Note which can be size a such conflict and not affect other provisions and the Mortgage and the Note and the Mortgage and the Note and

for in this Mortgage shall be deemed to have been given to Borrower when given in the manner prescribed herein paragraph 18 hereof to be given to Borrower in the nanner prescribed by applicable law. Any notice provided certified mail addressed to Borrower at the Property Address stated below, except for any notice required under 14. Notice. Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by

ience only and are not to be used to interpret or define the provisions hereof. rower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for conven 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 Bor Lender and Borrower, subject to the provisions of paragraph 17 hereof. 13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements

beugeunh or successively.

12. Remedies Cumulative All remedies provided in this Mortgage are distinct and cumulative to any cither right or remedy under this Mostasse or afforded by law or equity, and may be exercised concurrently, inde shall not be a waiver of Lendur's right to accelerate the maturity of the indebtedness secured by this Mortquage or remedy hereunder. The progurement of insurance or the payment of taxes or other liens or charges by Lender 11. Forbestance oy Lender Not a Waiver. Any forbestance by Lender in exercising any right or remedy inghi hereunder, or otherwive sitorded by applicable law, shall not be a waiver of or preclude the exercise of any right

Borrower and Borre wer's successors in interest. not be required to commence proceedings against such successor or refuse to extend time for payment or other wise modify amond the such secured by the Mortgage by reason of any demand made by the original 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

10. Borrower Not Released, Extension of the time for payment or modification of amortization of the change the amount of such installments.

the date of such notice, Lender is such or collect and apply the proceeds at Lender's option to restors.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the date of the monthly installments referred to in puragraphs I and 2 hereof or postpone the date of the monthly installments referred to in puragraphs I and 2 hereof or offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of

prior to the date of taking, with the balance of the proceeds paid to Borrower that the condennor it the Property is abandoned by Borrower or it after notice by Lender to Borrower that the condennor

Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately Mortgage, with the excess, it 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 proceeds as is equal to that proportion which the amount of the proceeds in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this

demnation, are hereby assigned and shall be paid to Lender.

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 there of, or for conveyance in lieu of conveyance in cause therefor related to Lender's interest in the Property.

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

incur any expense or do any act hereunder.

PARCEL 1: THAT PART OF THE FOLLOWING TWO PARCELS OF LAND TAKEN ESTA SINGLE TRACT, TO WIT:

LOTS 28, 29, 30, 31, 40, 41 AND 42 IN THE SUBDIVISION OF THE EAST 1/2 OF LOTS 2 AND 3 AND (EXCEPT THE SOUTH 82 FEET OF THE EAST 100 FEET) OF LOT 4 IN BLOCK 1 IN SHFFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND LOTS 5 TO 20, BOTH INCLUSIVE, (FXCEPT THE PART OF SAID LOTS 5 TO 20, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST A-LONG THE SOUTH LINE OF SAID LOT 5. A DISTANCE OF 88.43 FEET TO A CORNER OF SAID LOT 5; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID 49% 5, A DISTANCE OF 14.10 FEET TO THE EAST LINE OF SAID LOT 5; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 5 TO 20 TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 20 TO A LINE 1 FOOT WEST OF AND PARALLEL WITH THE SAID EAST LINE OF LOT 20; THENCE SOUTH ALONG A LINE 1 FOOT WEST OF AND PARALLEL WITH THE EAST-LINE OF SAID LOTS 5 TO 20, TO A LINE 1 FOOT NORTHWESTERLY OF AND PARALLEL WITH THE SAID SOUTHEASTERLY LINE OF LOT 5; THENCE SOUTHWESTERLY ALONG SAID LINE 1 FOOT NORTHWESTERLY OF AND PARALLEL WITH THE SAID SOUTHEASTERLY LINE OF LOT 5 TO A LINE 1 FOOT NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 5, THENCE WEST ALONG SAID LINE 1 FOOT MORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 5 TO THE WEST LINE OF SAID LOT 5; THENCE SOUTH ALONG SAID WEST LINE OF LOT 5 TO THE POINT OF BEGINNING), IN THE SUBDIVISION OF LOT 6 AND THE EAST 23 FEET OF LOT 7 IN BLOCK 1 IN SHEFFIELDS'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS TOLLOWS:

BEGINNING AT A POINT 218.81 FEET SOUTH AND 41.70 FEET EAST OF THE NORTHWEST CORNER OF SAID DESCRIBED TRACT OF LAND, AS MEASURED ALONG THE WEST LINE OF SAID TRACT AND ALONG A LINE AT RIGHT ANGLES THERETO, (SAID WEST LINE HAVING AN ASSUMED BEARING OF DUE MORTH FOR THIS LEGAL DESCRIPTION): THENCE NORTH 90 DEGREES FASY, 42.26 FEET, THENCE DUE SOUTH, 16.12 FEET; THENCE SOUTH 90 DEGREES WEST, 26.55 FEET: THENCE DUE SOUTH, 0.33 FEET; THENCE SOUTH 90 DEGREES WEST, 15.71 FEET; THENCE DUE NORTH, 16.45 FEET TO THE PLACE OF BEGINNING. ALSO:

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN DECLARATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE, UNDER TRUST AGREEMENT DATED APRIL 14, 1977 AND KNOWN AS TRUST NO. 40382 DATED JANUARY 1, 1978 AND RECORDED JANUARY 26, 1978 AS DOCUMENT NO. 24301534 AND FILED AS DOCUMENT LR 2996071 AND AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE, UNDER TRUST NO. 40382 TO LAWRENCE J. COOK AND SHERRY B. COOK, HIS WIFE, DATED FEBRUARY 1, 1973 AND RECORDED APRIL 5, 1978 AS DOCUMENT NO. 24389296 FOR PURPOSES OF INGRESS AND EGRESS AND YARDS IN LIMITED COMMON AREAS IN COOK COUNTY, ILLINOIS.