200 kg JUL 3 1 1986 . between the Mortgagor, THIS MORTGAGE IS MADE THE (herein "Borrower"), and the Apex National Mortgage Corp.

Graning under the laws of Pennsylvania

Display Jenkintown Commons, Jenkintown Pennsylvania 19046 _ a corporation Mortgages whose address is (herein "Lender"). 16,000.00 1986 and extensions and indebtedness is evidenced by Borrower's note dated installments of principal and interest, with the balance of the indebtedness, if not sooner paid, renewals thereof (herein "Note"), providing for monthly indue and payable on July 18, 1996 due and payable on SECURE to Lender the repayment of the indebtodness evidenced by the Note, with Interest thereon; the payment of all other sums, with the

> SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

into ust 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, convey and warrant to Lender the following described property located in the County

Permanent Real Estate Tax Numbers

-22-207.017.

Cook State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

> *Also known as Charles Decurie Also known as Deborah Decurie

2218 South 9th Avenue Broadvi.ew which has the address / (Street) (City) 60153 (herrin "Property Address"); Minors (Zip Code)

TOGETHER with all the imprivements 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 print 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 lease-loc) are hereinalter referred to as the "Property."

BORROWER covenants that Borrowar is lowfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, e.cept for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and donards, subject to encumbrances of record.

UNIFORM COVENANTS, Borrower and Lenjer covenant and agree as follows:

- Payment of Principal and interest. Borrowe, shall promptly pay when due the principal and interest indebtedness evidenced by the Note and tate charges as provided in the Note.
- Payment of Taxes. The Borrower shall pay all rist estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Property or any part thereof, without any deduction or abatement, when due and shall produce to the Lender upon its request receipts for the payment thereof in full.
- Application of Payments. Unless applicable law provider of nerwise, all payments received by Lender under the Note or this Mortgage may be applied by Lender first in payment of any amounts payable by Bory war under paragraphs 2 and 5 hereof, and shall then be applied to interest payable on the Note, and then to the principal of the Note.
- Prior Mortgages and Deeds of Trust; Charges; Liens. Borrow(r shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgane including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, links and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing of included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The Borrower will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to the Lender at its request evidence of payment thereof.

The insurance carrier providing the insurance shall be chosen by Borrower subject to provided by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall te in a form acreptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold it e-policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this fortgage.

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

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within that 1 (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is a thorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Managage.

- 6. Preservation and Maintenance of Property; Lesseholds; Condominiums; Planned Unit Developments. Forrower shall keep the property in good repair and shall not commit waste or permit 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 unit in a condominium or a planned unit development, Bo row rehall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development are by-laws and regulations of the condominium or planned unit development, and constituent documents.
- Protection of Lender's Security, if Borrower fails to perform the covenants and agreements contained in this Mort; age, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice. Borrower, may make such appearances, disburse such sums, including reasonble attorneys' leas, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the lean secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unloss Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 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 cause therefor related to Lender's interest in the Property.
- 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Morrower and Borrower's successor 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
- Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall biog. and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower subject to the provisions of paragraph 18 fereot.

 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 Mortgago 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

Proberty of Cook County Clark's Office

86326844

12. Notice. Except for any notice of quirth under applicable to be given in another minute. a) any notice to Borrower provided for in this Morrgage shall be given by delivering it or by making such notice by certified mail addressed to corrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (a) ampinotes 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 Morigage 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 loregoing 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 which can be given effect that 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.

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

Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other 15. loan agreement which Borrower enters into with Londer, 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

Transfer of Property. 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 which does not relate to a transfer of rights of occupancy in the property, (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.

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 thirty (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 dumand on Borrower, invoke any remedies

permitted by paragraph 17 hereof.

17. Acceleration; Re nedles. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Note, including the covenants to pay when due any suchs soluted by this Mortgage or payable pursuant to the Note, Lender, at Londer's option, may declare all of the sums secured by this Mortgage to be immer stely due and payable without further demand and may foreclose this Mortgage by judicial proceeding. 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 ripo is

18. Assignment of Rents; App intment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided with corrower 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.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Londer, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take posses in it 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 excited first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums of receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be hable to account only fir those rents actually received.

Release. Upon payment of all sums secure, by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any

20. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

No Merger, If the Lender acquires an additional or caling interests in the Property then, unless a contrary intent is manifested by the Lender 21 as evidenced by an express statement to that effect in an appropriate recorded document, this Mortgage and the lien hereof shall not merge in the lee simple title and this Mortgage may be foreclosed as if owned by a stranger to the lee simple title.

Execution by Trustee. It this Mortgage is executed by a Eurroy or which is a trustee, then this Mortgage is executed by the Borrower not personally but as trustee in the exercise of the power and authority confirmed upon and vested in it as trustee (and Borrower hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note shall be construed as creating any liability on or of the trustee personally to pay the Nr ie or any interest that may accrue thereon, or any indebtedness accruing hereinafter, or to perform any covenant either express or implied herein, all such liability, if any, being expressly disclaimed and waived by the trustee and by every person now or hereafter claiming any right or security freeunder, and that so far as the trustee personally is concerned, the legal holder. or holders of the Note and the owner or owners of any indebtedness accruing hereunue, shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and it. The Note provided or by action to enforce the personal liability of the guarantor, if any,

REQUEST FOR NOTICE OF DEFAULT AND FOR ICLUSURE UNDER SUPERIOR MORTGAGES OR DEEDS CE TR'ST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default inder the superior encumbrances and of any safe other foreclosure action IN WITNESS WHEREOF, Borrower has executed this Mortgage Wilness Charles Decuire Æ. De sire Deborah Decuire

	precise address of the Lender (Mortgagee) is: 200 Jenkinto	
On habatt of the Lender By:	Theodore Kapnek III	Title: Executive Vice President
State of Illinois)	ACKNOWLEDGEMENT BY INDIV The loregoing instrument was acknowledged before me this 14thday of July 1986	IDUAL SILVER SIL
County of Cook)	by	My commission expires:
	ACKNOWLEDGEMENT BY CORPORATION	
State of Illinois) SS County of)	The foregoing instrument was acknowledged before me this	Notary Public County
		My commission expires
State of Illinois)) SS	ACKNOWLEDGEMENT BY PARTNE The foregoing instrument was acknowledged before me this day of	ERSHIP
County of)	by, acting in the capacity of, on behalf of	Notary Public County
	se pasarering average.	My commission avoids:

Proberty of Cook County Clerk's Office

"EXHIBIT"

THE NORTH 50 FEET OF THE SOUTH 150 FEET OF LOT 1 IN BROADVIEW, A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRAN 8177 07/31/66 11 34:00 #26/4 # A X-86-326844

Property of Cook County Clerk's Office