

Dated 7-24-80

Mortgage

Loan No. 410829

(Corporate Trustee Form)

86328883

THIS INDENTURE WITNESSETH: That the undersigned LaSalle National Bank

a corporation organized and existing under the laws of the State of Illinois not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated November 6, 1984 and known as trust number 107900, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

HORIZON FEDERAL SAVINGS BANK

a corporation organized and existing under the laws of the United States or State of Illinois hereinafter referred to as the Mortgagee, the following real estate in the County of COOK in the State of ILLINOIS, to wit:

Lot 10 in Bellaire Manor Unit 3, being a Subdivision of part of the east 1/2 of Section 27, Township 41 North, Range 9 East of the Third Principal Meridian according to the Plat thereof recorded June 17, 1985 as document 85062764 in Cook County, Illinois.

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether in single units or together, installed, used in carrying heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter existing on, attached to, or in the vicinity of which by law or by contract it is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-ground pools, swimming, saunas 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, shall be deemed to be a part of the mortgage. Further, no 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 benefits thereunto hereunto attached in and to the said property, together with all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits shall in no way be thereby released and waived.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the Mortgagee bearing even date herewith in the principal sum of One hundred thousand and no/100 Dollars

(\$ 100,000.00). Together with interest thereon payable monthly on the outstanding balance; commencing on the first day of July, 1986 and continuing until June 30, 1987 at which time said principal then unpaid shall become immediately due and payable.

P.I.N. 06-27-203-12

(2) 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, water charges, and sewer service charges against said property (including those heretofore due) and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items so tendered 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 of 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 administrator, or any trustee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, settle and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purposes; 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 of damage, in commencing and promptly complete the restoration or reconstruction 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 mechanic's 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; (8) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

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 diminution of the tax 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 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.

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 advances 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 advances 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 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 not 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 obligations 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 in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may further to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt secured;

L-37837-08
Land Title Co.

86328883

Drew Kuter
c/o Horizon Federal Savings Bank
990 River Drive
Glenview, Illinois 60025

RETURN TO:

THIS INSTRUMENT WAS PREPARED BY:

888832398

DEPT. 1 RECORDING
TRAM 0004 98/17/86 10:48:30
#106 # D * 36-328333
COOK COUNTY RECORDER

11 00 MAIL



Notary Public
day of July 1986

GIVEN under my hand and Notarial Seal, this deed of said corporation, for the use and purposes therein set forth.

William H. Dillon, Secretary, this is personally known to me to be the President of the undersigned and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES A. CLARK, A Notary Public in and for said County, Illinois, is the undersigned

STATE OF ILLINOIS
COUNTY OF COOK
BY: [Signature]
Secretary

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its VICE PRESIDENT, and its corporate seal to be hereunto affixed and attested by its Secretary, this 24th day of July, A.D. 1986.

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86-328333