THIS INDENTURE WITNESSETH: That the undersigned.

Daniel D	, cummingham and sure	in or outhingham, his	wite, as joins common	
of 745 W. Gilbe	ert St., Palatine, Il	, County of Cook	, State ofIllino	ois
hereinafter referred t	o as the Mortgagor, does hereby	Mortgage and Warrant to IAA F	EDERAL CREDIT UNION, a corporati	ion organize
and existing under th	e laws of the United States, of th	ne City of Bloomington, County o	f McLean and State of Illinois, hereinafi	ter referred t
as the Mortgagee, the	s following real estate, situated	in the County of Cook	in the State of Illino	<u>is</u>
of S Meri	Section 21, Township dian, according to t	42 North, Range 10 Ea	ion in the South West ¼ ast of the Third Principal rded October 7, 1977 as nois.	
PA: 74	45 Gilbert St., Pup	COUNTY ILLINOIS		
PIN, 61	45 Gilbert St., 1999 2-21-311-012 1999	AUG 28 PM 2: 56	86382662	
apparatus, motors, be every kind, whether u in or which hereafter it title and interest of sa and set over unto the hany lease whether with ave been heretofore, granted to it, it being agreements and all thacting under such ass TO HAVE AND TO herein set forth, free frights and benefits sa To Secure the payme eighty thou	silers, furnaces, rain, a, refriger sed for the purpose of sunplying may be placed in any building of id Mortgagor in and to card prop Mortgagee, including all the remitten or verbal, or any agreement the intention hereby to estable avails thereunder, and such resignment, and second to the pay HOLD the said property, with a from all rights and benefits undid Mortgagor does hereby releasent of a certain indebtedness from all rights and benefits undid Mortgagor does hereby releasent of a certain indebtedness from all rights and benefits undid Mortgagor does hereby releasent of a certain indebtedness from and and no/100th	eators, air conditioning installation of distributing heat, cooling, refrimprovement now or hereafter uperty and the rents, issues, and profits now due or vot for the use or occupancy of sairced to, or which may be made and in the nabsolute transfer and a name of sairces and profits shall be apyment of say indebtedness then aid approximates and Exemption I use and waiv.	eon, including all gas and electric fixture cons or equipment, and all apparatus and rigeration, light, water, air, power or other ponsaid property, together with all the cofits thereof which are hereby assigned which may hereafter become due under old property, or any part or parts thereof d agreed to by the Mortgagee under the seignment to the Mortgagee of all such plied first to the payment of all costs and due and secured hereby or incurred her adfixtures, unto said Mortgagee forever aws of the State of 11111015	nd fixtures of the rwise, novestate, right in transferred in the record of the record
interest thereon at the	ndred seventy-nine &	16/100th 100lpm (\$ 3.9.1)	payable in <u>semi-monthly</u> 6) commencing on the <u>31</u> :	St day of
August	19. 86 until the whole of	anid indebtedness including n	rest shall have been paid, said indebte	dness being
_			r date herewith and providing that the t	
agree that the entire is	ndebtedness, if not sooner paid	shall be fully due and payable	August 30, 1991	
And to secure the pe A. THE MORTGAGO (1) To pay immedic property or any part improvements now or may require to be insur for the full insurable v. shall remain with the case of foreclosure sale adjust, collect and com receipts, vouchers and and to maintain the se ownership of said proj unlawful use of nor an intended to be effected intended to be effected	prormance of the Morigagor according to the Movement of the Movie and payable all thereof and to promptly delivibre against, until said indebted against, until said indebted alue thereof, in such companies Mortgagee during said period or a payable to the owner of the corpromise, in its discretion, all characteristics, and continue to be signed in good condition and repayable to order that no lien of my nuisance to exist upon said property in order that no lien of my nuisance to exist upon said property in the security hereunder, and to the site security hereunder, and to	l general taxes, special аввезям ver the official receipts therefor isured against damage by fire, w less is fully paid, or in case of fore and in such form as shall be sat periods, and contain the usual cl ertificate of sale; in case of loss a aims thereunder; in such case, the igned by the insurance companie it; To promptly pay all bills for echanics or materialmen shall roperty; Not to weaken, diminish y act or omission to act; To appear	tents and ruler taxes levied or assessed to the Morgager upon demand; (2) indstorm and (u.e.) other hazards as the closure, until expiration of the period of iafactory to the Morgage; such insura ause making themp. velous the Morgage is ach insura ender such policies, the "too gargee is ach inder such policies, the "too gargee is ac Mortgagor convenants to gargee is ac Mortgagor convenants to gargee is ac endors and all other experiments and all other experiments and all other experiments and all other experiments and the suffer of or impair the value of said property or in and defend any proceeding which in neys' fees incurred or paid by the Mortger; (4) Not to permit or suffer without	or keep the e Mortgagee redemption, ince policies agee, and in uthorized to demand, all ich property bident to the premit no the security the opinion agee in any

B. THE MORTGAGOR FURTHER CONVENANTS: (1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on his behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage; and that any moneys paid or disbursed by the Mortgagee, for any of the above purposes, shall be added to the unpaid balance of the aforesaid obligations as of the first day of the then current month, and become so much additional indebtedness secured by this mortgage; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys in that behalf 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; that the Mortgagee shall not incur liability because of anything it may do or omit to do hereunder;

permission or consent of the Mortgagee being first had and obtained any use of said property for purpose other than that for which the same is now used, or any alterations, additions to, demolition or removal of any of the improvements now or hereafter upon said property, or a

sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof.

(2) That it is the intent hereof to secure payment of said obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said obligation 🥥

plus any amount or amounts that may be added to the mortgage indebtedness under the terms hereof;

(X3) That if the Mortgagee so requires, the Mortgagor will carry a policy or policies of insurance upon his life in an amount equal from time to time to the amount of indebtedness hereby secured, making said Mortgagee beneficiary thereunder, and that the said Mortgagee may pay the premiums for such insurance (in the event the Mortgager does not), and add each such payment to the unpaid balance of the loan, as of the first day of the then current month, and it shall become additional indebtedness secured by this mortgage; that said policies shall contain a waiver of premium clause in the event of total and permanent disability, if obtainable;

(4) 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 of the Mortgagor, deal with such successors or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear 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 hereby secured;

(5) If at any time the sum which which the best coss try the stimy the Mortgago a account is fully greater than what it would have been had the Mortgagor prompty pair at periodical and on tracture may ments and sulfill or an other covenants, as obligated, the Mortgagors account is or shall be considered definquent to the catent of such difference;

(6) The find is in the essence hereof and if default be made in performance of any covenant herein contained or in making any payment ander another or or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, diupin the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or if the Mortgagor abandon any of said property; then and in any of said events, the Mortgagoe is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the privity of said lien or any right of the Mortgagoe hereunder, to declare without notice, all sums secured hereby hereby created or the priority of said lien or any right of the Mortgages hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to forecluse this mortgage;
(7) That upon the commencement of any foreclosure proceedings 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 then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with ver to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall be first paid out of the proceeds of such sale a reasonable sum for attorneys' fees in an amount of not less than the attorneys' fees provided in the note above referred to, and also all expenses of advertising, selling and conveying said premises, and all moneys advanced for insurance, taxes or essments, outlays for documentary evidence, stenographers' charges, all court costs, master's fees and cost of procuring or other liens or ass completing an abstract of title or guarantee policy or Torrens Certificate showing the whole title to said premises, and including the foreclosure decree and the Master's Certificate of Sale; then to pay the principal indebtedness whether due and payable by the terms hereof or not, and the interest due therepon up to the time of such sale, rendering the overplus, if any, unto the Mortgagor, and it shall not be the duty of the purchaser to see to the application of the purchase money; and in case of payment of said indebtedness, after the filing of any bill to foreclose this mortgay, and prior to the entry of a decree of sale, a reasonable sum for legal services rendered to the time of such payment shall be allowed as attrace at fees, which, together with any sum paid for continuation of abstract, court costs, and stanographers' charges and expenses of such processing, shall be additional indebtedness hereby secured;

(8) That each right, processing and remedy herein conferred upon the Mortgages is cumulative of every other right or remedy of the Mortgages, whether herein or by the conferred, and may be enforced concurrently herewith. That no waiver by the Mortgages of performance of any covenant rate in or in said note contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same of the same now common shall increase in any manner affect the right of Mortgages to require or enforce performance of the same of 6th August _ day of IN WITNESS WHEREOF, we have her water set our hands and seals, this (SEAL) Cupatagham Danfel В. (SEAL) Cumhingham (SEAL) (SEAL) Illinois STATE OF. COUNTY OF MCLEAN I, the undersigned, a Notary Public in and for said County in the State (Jorgania, DO HEREBY CERTIFY THAT. Daniel B. Cunningham and Sarah J. Cunningham, his wife, as joint tenants somally known to me to be the same person(a) whose name(s) (is) (are) subscribed to the Cregoing Instrument, appeared before me this day in person, and acknowledged that ____they signed, sealed and delivered the said their free and voluntary e.t. for the uses and purposes therein set Instrument se forth, including the release and waiver of the right of homestead. A.D. 19 <u>86</u> August GIVEN under my hand and Notarial Seal, this 6th day of Motery Public (After recording, please return this to: IAA Federal Credit Union This instrument prepared by Cheryl Boyer 1701 Towanda Avenue Bloomington, Illinois 61701 1701 Towanda Avenue Bloomington, Illinois 61701 AA Federal Credit Union AA Federal Credit Union Bloomington, Illinois 6170 Bloomington, Illinois 701 Towanda Avenue Recorder's Stamp: