CONTINENTAL ILLINOIS

231 SOUTH LASALLE

CHICAGO, ILLINOIS 60697

JUDY KNEELAND CINB 231 SOUTH LASALLE

or Recorders' Box:

Attention: LAURETTA DAVIES

CHICAGO, ILLINOTS 60697

MORTGAGE

SEPTEMBER THIS MORTCAGE is made this

19 87 between GEORGE W. MORRIS, DIVORCED AND NOT SINCE REMARRIED

Mortgagor and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 231 South LaSallo Street, Chicago, Illinois 60697, as Mortgagoe. As used in this document the words "you" refer to the persons signing this instrument and the word "Lender" refers to Continental Illinois National Bank and Trust Company of Chicago and its successors and assigns. Indebtedness Being Secured, You are signing this Mortgage to secure to Lender (i) repayment of amounts outstanding under a certain variable rate Equity Line Agreement (the "Agreement") dated the same date as this Mortgage in the amount of \$\frac{1}{2}\$ ("Credit Limit") or so much thereof as may be outstanding from time to time under the Agreement plus accrued interest (Finfance Charges), fees, charges and other amounts that may be owing under the Agreement providing for monthly payments of interest (Finfance Charges) and providing for all sums owing to Lender hereunder and under the Agreement in not paid earlier either voluntarity or required to be paid on ("Matuti by Date") and all renewals, extensions or modifications of the Agreement, (ii) any amounts advanced to protect the security of this Mortgage, (iii) the performance of the parties signing the Agreement, and (iv) your performance of covenants and agreements contained in the Mortgage. The Agreement sels forth terms under which the rate each day depending upon the daily balance in the Account. The Annual Percentage Rate may also vary each month? The Annual Percentage Rate may increase or decrease each day depending upon the daily balance in the Account. The Annual Percentage Rate may also vary each month? The Prime Rate or reference rate used to determine the Annual Percentage Rate hanges. The Prime Rate or reference rate used to determine the Annual Percentage Rate hanges. The Prime Rate or reference rate used to determine the Annual Percentage Rate hanges. The Prime Rate or reference rate used to determine the Annual Percentage Rate may also vary each month? The Prime Rate or reference rate used to de

COOK COUNTY, ILLINOIS FILED FOR RECORD

1987 SEPERADIA PRACESTRA

87532555

850 LEGELAINES AVENUE

FOREST PARK, ILLINOIS 60130

which the form "extended coverage," and such other hazards as Lender may require (including but not limited to insurance against flood damage) in amounts sulficient to the form "extended coverage," and such other hazards as Lender may require (including but not limited to insurance against flood damage) in amounts sulficient to Encumbrances.

The insurance carriers providing said insurance shall be selected by you, subject to Lender's approval, which shall not it undersonably withheld. All policies and renewals thereof shall be in form acceptable to Lender, shall include a standard mortgagee clause with loss payable to and in it in or motherwise acceptable to Lender, shall have the right to hold the policies and renewals thereof, which policies and renewals (stamped "Paid") shall provide for thirty (30) days written notice of the property shall have the right to hold the policies and renewals thereof, which policies and renewals (stamped "Paid") shall be delivered to Lender, in a learn than the property of said policies. You shall give prompt notice of any loss or damage to the insurance carrier(s) and to Lender. Lender are many make proof of loss if not many states are shall be supported to the sum such as a standard mortgage to the insurance carrier(s) and to Lender. Lender are many make proof of loss if not many states are stated as the standard of such carrier and supply the insurance proceeds, at Lender's sole option and is set. Lince, retailed to Lender, the literature of the Property or to the sums socured by this Mortgage. You bereby direct any insurance companies to pay directly to Lender, it is interest may appear, any proceeds in the event of any loss or damage.

6. Use, Preservation and Maintenance of Property, Leaseholds; Condominiums; Planned Unit Developments, You shall keep the Property if go de repair and shall not commit weak or permit impairment or deterior state of the Property, and shall make no material allerations in said Property except as required by law or municipal ordinance, or other

condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are nereby assigned and accessed and, at Lender's sole option and discretion, to apply said proceeds either to restoration or repair of the Property or to the sums secured by this Mortgage.

10. Continuation of our Obligation: Forbearance by Lender Not a Walver; Remedies Cumulative. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to you or any of your successors in interest shall not operate to release, in any manner, your liability. 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 granted by preason of any demand made by you or your successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise attorded by applicable taw, shall not be a waiver of or preclude the exercise of any such right or remedy. Any acts performed by Lender to protect the security of this Mortgage, as shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or alforded by law or equity, and may be exercised concurrently, independently or successively.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers, Subject to the provisions of Paragraph 16 hereof, the covenants and agreements entering and several. Each of you who co-signs this Mortgage, but does not execute the Agreement. (a) is co-signing this Mortgage only to mortgage and warrant that your interest in the Property to Lender and any other Mortgagor hereunder may agree to extend rights; (b) is not personally liable on the Agreement or under this Mortgage in the Agreement without your consent and wall may agree to extend under a right personal

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The second of th	
14. Your Copy. You shall be turnished a conformed copy of the Agreement and of this 15. Rehabilitedon Loan Agreement. You shall fulfill all of your obligations under any hom into with Lender, at Lender's option, may require you to execute and deliver to Lender which you may have against parties who supply labor, materials or services in connection to 15. Transfer of the Property or of a Beneficial Interest in Mortgagor. It shall be an immediate the sale by granted or withheld at Lender's sole discretion; you shall create, effect or considered therein (or if all or a portion of the beneficial interest of Mortgagor is Transferred, whe declare the entire unpaid balance, including interest, immediately due and payable; provided lien of current taxes and assessments not yet due and payable. This option shall not be exempting.	Mortgage at the time of execution or after recordation hereof, in ere rehabilitation, improvement, repsir, or other loss agreement which you enter r, in form acceptable to Lender, an assignment of any rights, claims or defenses with improvements made to the Property. Calcium of Lender, which diate default hereunder if, without the prior written consent of Lender, which onsent to or shall suffer or permit any conveyance, sale (including installment or allenation (collectively "Transler") of the Property or any part thereof or the Mortgagor is not a natural person). In the event of such default, Lender may d, however, the foregoing provisions of this Paragraph 16 shall not apply to the recised by Lender if exercise is prohibited by Federal law as of the date of this
If Lender exercises this option, Lender shall give you notice of acceleration. The notice notice (as defined in Paragraph 12 hereoly within which you must pay or cause to be paid all prior to the expiration of said 30-day period, Lender may invoke any remedies permitted by 17. Remedies, Entire Agreement Due. In the event of a default under the Agreement or relevant cure period, declare the entire amount secured by this Mortgage immediately due an foreclose this Mortgage. Lender may also exercise all remedies available under the Agreeme shall be entitled to collect in the event of foreclosure, all expenses of foreclosure, including, abstracts and illie reports all of which shall become additional indebtedness secured by this	e shall provide a period of not less than 30 days from the date of service of the sums secured by this Mortgage. If you fail to pay or cause to be paid said sums / this Mortgage without further notice or demand on you. ur default under the Mortgage, Londer may, at its option upon expiration of any id payable without further demand and may commence judicial proceedings to int, including, without fimitation, termination of future credit privileges. Lender without limitation, reasonable attorney's fees, costs of documentary evidence, is Mortgage.
represent obligatory or discretionary advances; within 20 years from the date of this Morrgage secured within 20 years from the date of this Morrgage, and the fact that there is no outstanding indebtedness made on the date of the Morrgage. This Morrgage shall be prior to all subsequent liens and entit there is no indebtedness owing under the Agreement, to the extent of the Credit Limit shown under the Agreement and/or secured by or which may be secured by this Morrgage.	igs. The Loans outstanding shall be secured to the same extent as if each was the Agreement shall not affect the priority of the lien of this Mortgage as it cumbrances (except for tax liens and assignments levied on the Property) even in the Agreement and on the reverse side hereof, plus all other amounts owing
ciectare the entire unpaid balance, including Interest, immediately due and payable; provider lien of current taxes and assessments not yell due and payable. This oplion shall not be exe Mortgage. If Lender exercises this option, Lender shall give you notice of acceleration. The notice notice (as defined in Paragraph 12 hereof) within which you must pay or cause to be paid all prior to the expiration of said 30-day period, Lender may invoke any remedies permitted by 17. Remedies; Entire Agreement Due. In the event of a default under the Agreement or yo relevant cure period, declare the entire amount secured by this Mortgage immediately due an foreclose this Mortgage. Lender may also exercise all remedies available under the Agreemen shall be entitled to collect in the event of foreclosure, all expenses of foreclosure, including abstracts and tille reports all of which shall become additional indebtedness secured by this 18. Revolving Loan. This Mortgage secures all Loans made and indebtedness cured by this 18. Revolving Loan. This Mortgage secures all Loans made and indebtedness outstanding represent obligatory or discretionary advances) within 20 years from the date of this Mortgage, and the fact that there is no outstanding indebtedness under the Agreement of the date of this Mortgage, and the fact that there is no undebtedness owing under the Agreement, to the extent of the Credit Limit show under the Agreement and/or secured by or which may be secured by this Mortgage. 19. Conversion to Installment Loan. Lender has the right under the Agreement regardles and to require accelerated repayment of all amounts outstanding under the Agreement regardles and to require accelerated repayment of all amounts outstanding under the Agreement regardles and to require accelerated repayment of all amounts outstanding under the Agreement plus et if (i) Lender determines that you do not meet the then existing credit standards for Equity to subsequent to this Agreement intal in Lender's opinion unfavorably effects its abilit	ss of whether there is an event of default, to cancel the right to future advances nitrie accrued Finance Charges and other charges tentire amount outstanding). Line customers, or (ii) if a law, regulation or interpretation becomes effective the Agreement in the manner originally contemplated. In this event Lender jes and other charges) to an installment loan in such amount at the variable ents, the amount and number of which will be determined as necessary to pay ret the scheduled Expiration Date as set forth in the Agreement, ou hereby assign to Lender the rents of the Property, provided that you shalt, set the right to collect and retain such rents as they become due and payable, and without further notice to you, Lender shall be entitled to have a receiver if the rents of the Property including those past due. Said receiver shall have the source proceeding and during the full statutory period of redemption, if any. All
rents collected by the receiver right by applied first to payment of the costs of management less premiums on receiver's Lor. 1.8 is reasonable attorneys less, and then to the sums se	of the Property and collection of rents, including, but not limited to, receiver's cured by this Mortgage. The receiver shall be liable to account only for those
rents actually received. 21. Release, Upon payment of a "sum" secured by this Mortgage, Lender shall release to	this Mortgage upon your payment of all costs and fees to release same, if any.
21. Release. Upon payment of a. 'tum secured by this Mortgage, Lender shall release to You shall also pay all costs of recordation, if any. 22. Homestead Water: By signing pelow, you waive all rights of Homestead exemption 23. Authority to Sign, if Corporation. The execution of this Mortgage has been duly autilized. The Condominium Rider, alto close the reto, if any, is incorporated herein and REQUEST FOR NOTICE CO. AND FORECLOSURE UNITED TO AND FORECLOSURE UNITED TO AND FORECLOSURE UNITED TO AND FORECLOSURE UNITED TO A STATE OF THE PROPERTY OF THE P	in the Property.
23. Authority to Sign, if Corporation. The execution of this Mortgage has been duly auted. Alders. The Condominium Rider, alticled hereto, if any, is incorporated herein and	thorized by our Board of Directors. d made a part hereof.
REQUEST FOR NOTICE O	F DEFAULT DER PRIOR
AND FORECLOSURE UNDER AND FORECLOSURE UNDER AND FORECLOSURE UNDER AND You and Lender request the holder of any Price of cumbrance or other encumbrance Lender's address set forth on page one of this Mortgrage, of any default under the superior	S 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 Mortgrige, of any default under the superior	encumbrance and of any sale or other foreclosure action.
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage	Vous IVI Molecus
<u> </u>	Mortgagor
	Mortgagor
T_{\bullet}	
	Mortgagor
STATE OF ILLINOIS	
COUNTY OF Cook ss.	
Janet J. Paida	, a Notary Public in and for said county and state, do hereby certify
THAT THE THE TANK THE	married
personally known to me to be the same person(s) whose name(s)	
foregoing instrument, appeared before me this day in person, and acknowledged that	hesigned and delivered the said instrument
. Given brider my right and official seal, this	da of S
My Commission expires: My Commission Expires June 14, 1988	Notary Public
DEATE OF ILLIANDS	11.0.7
STATE OF ILLINOIS) ss.	
COUNTY OF (T/
<u> </u>	, a Notary Public in and for said county and state, do hereby certify
that	<u> </u>
personally known to me to be the same person(s) whose name(s)	subscribed to the
foregoing instrument, appeared before me this day in person, and acknowledged that	
	free and voluntary act, for the user and purposes therein set forth.
Given under my hand and official seal, this	
My Commission expires:	day of , 19 ,

LINIOEEICIAL

CONDOMINIUM MUDERAL CONDOM	
This CONDOMINIUM RIDER is made this 15TH day of SEPTEMBER, 19 87	 ,
and is incorporated into and made a part of that certain Mortgage ("Mortgage") to which this Condominium Rid	er
is attached, dated of even date herewith, given by the undersigned (hereinafter "Mortgagor") to secure that certa Agreement to Continental Illinois National Bank and Trust Company of Chicago, a national banking association	חו. מר
(hereinafter "Lender") (which Agreement is more fully described in the Mortgage). The Property described in the	ne
Mortgage is located at 850 DESPLATNES AVENUE - FOREST PARK TLLINGIS 60130 -	
(Property Address)	
The Property comprises a unit in, together with an undivided interest in the common elements of, a condominiu	m
project known as YORKSHIRE ASSOCIATION YORKSHIRE ASSOCIATION	
(Name of Condominium Project) (hereinafter "Condominium Project"). In addition to the covenants and agrements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:	e-
1. Assessments. Mortgagor shall promply pay, when due, all assessments imposed by the Owners' Associ	a-
tion or other governing body of the Condominium Project (hereinalter "Owners' Association"), pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium.	ne
Project.	
2. Hazard Insurance. So long as the Owners' Association maintains a "master" or "blanket" policy on the	10

(a) Mortgagor's obligation under Paragraph 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender

(b) the provision in Paragraph 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Paragraph 5. For any period of time aming which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect, and the provisions of Paragraph 5 of the Mortgage shall control. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance coverage previously maintained by the Owners' Association

In the event of a distribution of hazard insurance proceeds in less of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Mortgage, with the excess, if any, paid to Mortgagor.

- 3. Lender's Prior Consent. Mortgagor shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:
- (a) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (b) any material amendment to the declaration, by-laws or code of regulations of the Cw.iers' Association, or equivalent constituent documents of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or
- (c) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.
- 4. Remedies. If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including but limited to the covenant to pay condominium assessments when due, then Lender may invoke any remedies provided under the Mortgage, including, but not limited to, those provided under Paragraph 17.

IN WITNESS WHEREOF, Morto	gor has executed this Condominium Rider.
	Mortgagor
	Mortgagor
	Mortgagor

may require, then:

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LEGAL DESCRIPTION

UNIT NUMBER SOL IN VORKSHIRE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THAT PART OF BLOCK 5 IN DUNLOP'S ADDITION TO OAK PARK IN WEST 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 (EXCEPT THE TRIANGULAR PIECE OF LAND, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID ABOVE DESCRIBED LAND, THENCE RUNNING NORTHEASTERLY ALONG THE EASTERLY LINE OF DESPLAINES AVENUE, 20 FEET; THENCE RUNNING AT RIGHT ANGLES FROM SAID LINE IN A SOUTHEASTERLY DIRECTION ABOUT 48 FEET TO THE SOUTH LINE OF SAID ABOVE DESCRIBED LAND: THENCE RUNNING WEST ALONG SAID SOUTH LINE OF SAID LAND TO POINT OF BEGINNING IN COOK COUNTY, ILLINGS (HEREINAFTER REFERRED TO AS PARCEL) WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM MADE BY MAYWOOD PROVISO STATE BANK TRUST 3157 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22678444 TOGETHER WITH AN UNDIVIDED 1.5729 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE ITE DES.

OK COUNTY, ILL.

1729 PER CENT INTERES.

OPERTY AND SPACE COMPRISING AL.

ID DECLARATION AND SURVEY) IN COOK COUNT.

PIN: 15-13-303-033-1038 Dec.

CKA: 850 DESPLAMES AVE CHAIT #501

FOREST PARK, IL., 60130 PROPERTY AND SPACE COMPRISING ALL HE UNITS THEREOF AS DEFINED AND SET FORTH IN