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FORM GN 231 (3/78) (USE WITH GN 232) UNOFFIC ALBOOT Properties previous restricting to the Control of t

MORTGAGE

			THE ABOVE SPACE FOR RECORDER'S US
THIS INDENTURE, made			
Columbia National Bank	cof Chicago		2066
not personally, but as Trustee under	agreement dated	April 1	, 19_85_ and known as Trust No
(herein referred to as "Mortgagor,") and Gladstone-Norw	lood Trust & Saving	s Bank, an Illinois banking corporatio
business in Chicago, Illinois, (he	rein referred to as "Mortgage	e,") WITNESSET	H THAT WHEREAS Mortgagor is justly inde
Mortgagee in the sum of FOLLY-C	Variation and U/	TUUCIIS	
dollars (\$ 43,000.00	Jevicences by a certain Pro	missory Note of even (date herewith executed by Mortgagor, payab principal sum and interest on the balance of p
			annum prior to maturity, at the office of M
in Chicago, Illinois, in	120 successive	monthly installments	commencing
			thereafter, all except the last of said installr
be in the amount of \$ 577 21	each, and said	last installment to be	the entire unpaid balance of said sum, toget
interest on the principal of each ins	tallment after the original ma	turity date thereof at	11-3/8% per annum; together with all cost
lection, including reasonable attorne	vs' fees, unon default, (hereir	after referred to as the	"Note")
NOW THEREFORE the Mortageor !	to secure the payment of said No	te in accordance with its	terms and the terms, provisions and limitations of t
reas and all automions and renewals the	reof, and for the further purpose	of securing the payment of	of any and all obligations, indebtedness and liabiliti
group during the term of the mortgage hi	owsoever created, incurred, evide	nced, acquired or arising, v	or to the holder of said Note or to the Assignee of whether under the Note or this mortgage or under i
instrument obligation co. Tract of agreem	<i>ent di anv and evety</i> kind now di	neighter existing of enter	ted into detween the mortragor and the mortragee
wise and whether direct, induced, primary	y, secondary, fixed of contingen herein, and including all present a	i, together with interest a nd future indebtedness inc	nd charges as provided in said Note and in any oil curred or arising by reason of the guarantee to Mort
Mortgagor of present or future intohtedne	ess or obligations of third parties (o Mortgagee, and of preser	nt and future indebtedness originally owing by Mor
third parties and assigned by sa d filled par	ties to Mortgagee, and any and al- fortgager to be performed, and al-	l renewals or extensions of to in consideration of One	fany of the foregoing, and the performance of the c
edged, does by these presents Mo (128) to	the Mortgagee, its successors and	assigns, the following desc	Dollar in hand paid, the receipt whereof is hereby ribed Real Estate in the County of Cook
and State of Illinois, to wit: PARCEL			
The West 30 feet of th	e outh 51 feet of		J. Rutherford's Third Addition
to Mont Clare, being a	sypdivision of the	West & of the N	Northwest ¼ of Section 30,
Township 40 North, Ran	ge 13, East of the '	Third Principal	Meridian (except the North 40
acres thereof and exce	pt that part of the	North & of the	South & of said West & of th
Northwest ½ which lies	East o' the West 9	96 feet thereof)), in Cook County, Illinois.
Tax ID: 13-30-128-037	SEE ATTACHED	EXHIBIT "A" FOR	PARCEL II.
(PARCEL I)	"(Tax II): 13-30	%128%033" (PARCE	IL II) DITTORES BARR OF CHICAGO, DO
00		this instrument is execu	Hell by COCUMBIA HARDONE Brown and condition Trustee, as aforestid. All the coverants and condition days by COCUMBIA HARDONAL BARN OF CHICAGO, at
	4	personally but solely as	Trustee, as bottomer to the court BANK OF CHICAGO, at
which, with the property hereinafter desc	ribed, is referred to herein a, th	c to be certorated in 1991s	as fruitee, as officeed and not individually, and the
TOGETHER with all improvements, to	enemients essements fixtures an	JU GELIEBER AND IN IN THE PROPERTY	
and during all such times as Mostopoocs m		· app intellances thereto b	elonging, and all rents listies and profits thereof to
and during an such tunes as moregagor in	ay be entitled thereto (which ar	pleased primarily and o	elepsins, and alterns listles and biolist hereof for n a parity with said contents and and confinition altitions when lists appear at the property of the
and during all such times as more agor in apparatus, equipment or articles now or i units or centrally controlled), and ventila	ay be entitled thereto (which ar nereafter therein or thereon used tion, including (without restrict)	app (rienances thereto p pleaged primarity and o to spoy hear gas, an cor ng t(ap progoing)(acteens)	elonging, and all tents Pissik's Aid Profits Thereof for naparity with suddenie enterant Words boldfull in nditioning, water light, apwer, refrigeration (whet with down tildes, storm doors and windows, floor c
and during an such times as motigager apparatus, equipment or articles now or hunits or centrally controlled), and ventila inador beds, awnings, stoves and water her	ay be entitled thereto (which are resulter therein or thereon used tion, including (without restricting ters. All of the foregoing are dec	app freigings; (netrico p plédgédi primarity and o to st pp'y Réatigas; au cor ng t (approgning) (autéens; lared to be a part of said to	Instee, as aforcial. All the eventual and as a forcible, in the land to be concerned as a forcible, and the same of the land and the concerned as forcible, and all tents is said for the land and the concerned as a forcible, and all tents is land as a forcible and the land as a forcible and
is agreed that all similar apparatus, equip- part of the real estate.	ment or articles hereafter placed	on the preinters by the Mo	origagor or its successors shall be considered as con
is agreed that all similar apparatus, equip- part of the real estate. TO HAVE AND TO HOLD the premi	ment or articles hereafter placed ses unto the Mortgagee, its succe	on the preinters by the Mossors and assign, forever,	ortgagor or its successors shall be considered as con , for the purposes herein set forth.
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THE REVERSE SIDE OF THIS MORTGAGE):

- THE COVENANTS, CONDITIONS AND ROVISIONS REFERENCE TO DE PAGE. THE REVERSESIDE OF THIS MORTGAGE):

 1. Mortgavior covenants and agrees to may said indebtedness and the interest thereon as herein and in said Note or other evidence thereof provided, or according to any agreement extenting the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, aprical assessments, water charges, and seem service charges against the premises (including those heretofore due), and to furnish Mortgagee, duplicate receipts therefor, and all such interest against said premises shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said memises insured against damage by fire, and such other hazards 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, and in such other mas shall be satisfactory to the Mortgagee; such insurance polices shall remain with the Mortgagee during said period or periods, and constain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of loss under such policies, the Mortgagee during said period or periods, and constain the usual clause satisfactory to the Mortgagee making them payable to the Mortgage; and in case of loss under such policies, the Mortgagee during said period or periods, and constain the usual clause satisfactory to the Mortgage and general comporning, in its discretion, and claims thereunder and to execute and deliver on behalf of the Mortgage; such insurance coveries as suthorized to adjust, collect and compromise, in its discretion, and the Mortgage and deliver on behalf of the Mortgage; over other such companies of the open such as a suthorized to apply the proceeds of any insurance covering such demonstrated to apply the proceeds of any insurance covering such destruction or damage
- prior lien to Mortgagee.

 2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, when requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other harards as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments according on the property (all as estimated by the holder of the Note) such sames to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and special assessments to provided that such request whether or not compiled with shall not be consisted to affect the obligations of the Mortgagor to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning. If, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagor.
 - 3. The privilege is granted to make prepayments on principal of the Note on any interest payment date
- 4. Mortgage may collect a later harge equal to 2% of the monthly payment of principal, interest, taxes, assessments, insurance premiums, or other charges more than 10 days in arrest to cover the extra expense incolled in handling delir quent payments.
- 5. Mortgagor agrees that Mr. (gatre may employ counsel for advice or other lega) service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this narrament, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby *, ou ed or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and he a part of the debt hereby secured. Any costs and expent it is somethy incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debter *, no, including reasonably attornants to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts a limit be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the late of 11.375 per cent (11-3/8 %) per annum.
- 6. In case of default therein, Mortgageer as the act of the second of default therein, Mortgage as any payment or perform any act therein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or part at expenses of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any lak lies or other prior lies or title or claim thereof, or there from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses yaid or incurred in connection therewith, including automary' fees, and sny other moneys advanced by Mortgage in its discretion to protect the premises and the lien hereof, shall one so much additional indebtedness secured hereby and shall become immediately due and payable without notice
- nd with interest thereon at the rate of 11, 375 c.n.t. (11-3/8 %) per annum. Inaction of Mortgagec shall never be considered as a waiver of any right certaing to it on account of any default hereunder on the rart of Mortgagur.
- 7. Mortgagee making any payment hereby authorized reliting to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of sich bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- At the option of the Mortgage and without notice to hor gas r, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Note or on any other obligation secured hereby, or (b) when default shall occur and continue for thes, which is the performance of any other agreement of the Mortgagor herein contained.

 9. When the indebtedness hereby secured shall become due whether is by coeleration or otherwise, Mortgages establi have the right to foreclose the lien hereof, there shall be allowed and included as another of indebtedness in the decree for sale all expenditures and expenses which may be paid or incoursed by or on behalf of Mortgages for attorneys' fees, appraisers' fees, out as for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of producing all such abstracts of title, title searches and examinations, guarantee policies, former certificates and similar data and assurances with respect to title as Mortgage or may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the ride or the value of the premises. All expenditures and expenses of the nature in this
- paragraph mentioned shall become so much additional indebtedness secured hereby and paragraphy due and payable with interest thereon at the rate of 11,375

- paragraph mentioned shall become so much additional indebtedness secured hereby and invediately due and payable with interest theteon at the rate of 11.3/15 per cent (11.3/16). St. per annum, when paid or incurred by Mortgager in connection with (a) any proceeding, including probate and bankruptly proceedings, to which Mortgager shall be a party, either as plaintiff, claimant or defendant, by reason of this Mor ager or any Indebtedness hereby secured; or (b) preparations for the defense of any interestened suit or proceeding which might affect the premises or the security hereof will be or not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.

 10. The proceeds of any foreclosure tale of the premises shall be distributed and applied in the foreclosure proceedings, including all such items as are mentioned in the preceding are traph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as ceru noravided; third, all principal and interest remaining unpsid on the Note; fourth, any overplus to Mortgagor, its successor or assigns, as their tights may appear.

 11. If pon, or at any time after the filling of suit to foreclose this Nortgagor, here Court in which such as a lifed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the then value of the premises and profits of said premises. Such appoint one, and the Mortgager may be appointed as such receiver. Such receiver shall have power to collect the ren, sissues and profits of said premises during the premises of such foreclosures with and, in case of a sale and a deficiency, during the full statutory period of redemption, whether the same shall be then occupied as a homestead or when Mortgagors, except for the intervention of such receiver such in the same shall
- application is made prior to foreclosure sale; (2) the deficiency in case of a sele and deficiency.

 12. The Mortgagor will not at any time insist upon, or plead, or in any manuer whatsoever claim or take any bene it or advantage of, any stay or extension or moretorium law, any exemption from execution or sale of the premises or any part thereof, wherever enacted, now or at any time be resisted enforced, which may affect the terms
 and covenants or the performance of this Mortgags, nor claim, take, or insist upon any benefit or advantage of any law now o, hereafter in force providing for the valuation
 or order of any court of competent jurisdiction; and the Mortgagor hereby expressly waives all benefit or advantage of any such tawor'..... and covenants not to hinder, delay,
 or impede the execution of any power herein granted or delegated to the Mortgage, but to suffer and period the execution of every power as though no such law or laws had
 been made or enacted. The Mortgagor, for itself and all who may claim under it or them, waives, to the extent that it may lawfully do no all right to have the mortgaged
 property, marshaled upon any foreclosure hereof.

 11. No action for the enforcement of the lieu or of any consistent of the lieu or of any court of the court of the court of the lieu or of any court of the court of the lieu or of any court of the court of the lieu or of any of the enforcement of the lieu or of any court of the left of the lieu or of any court of the lieu or of any court of the left of the lieu or of any court of the lieu or of any court of the left of the
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good rad railable to the party interposing same, in, an action at law upon the Note.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good raid. Sibble to the party interposing same in an action at law upon the Note.

 14. In case the premises, or any part thereof, shall be taken by condemnation, the hortgage is hereby empowered to collect and rer. in all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwill applied by the Mortgage as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provide a but amount of the indebtedness shall be delivered to the Mortgage or its successor or assigns.

 15. All avails, rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgage, whether now due or hereafter to Decome due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention here of (a) to pledge said rents, issues and profits on a parity with said test estate and not secondatity and such pledge shall not be deemed merged in any foreclosure decree, and to), to pledge said rents, issues and profits on a parity with said test estate and not secondatity and such pledge shall not be deemed merged in any foreclosure decree, and to), to pledge said rents, issues and profits on a parity with said test estate said such leaves and gareements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thegod, make leases for terms deemed advantable, and the said premises of any part thegod, make leases for terms deemed or modify existing or future leases, collect said avails, rents, issues and profits, buy furnishings and equipment therefor whe
- 16. In the event new buildings and improvements are now being or are to be exected or placed on the premises (that is, if this is a construction loan morrgage) and if Morrgagor does not complete the construction of said buildings and improvements in accordance with the plant and specifications approved by Morrgages, on or before thirty days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the said work should remain abandoned for a period of thirty days, then and in either event, the entire principal sum of the Note secured by this Morrgage and interest thereon shall at once become due and payable, at the option of Morrgage, and in the event of abandonment of work upon the construction of the said buildings or improvements for the period of thirty days as alreasid, Morrgage may, at its option, also enter into and upon the morrgage premises and complete the construction of the said buildings or improvements and moneys expended by Morrgage in connection with such completion of construction shall be added to the principal amount of said Note and secured by these presents, and shall be payable by Morrgage in connection with interest at the rate of 11.375 per cent (11-3/8 %) per annum. In the event Morrgage shall elect to complete construction, Morrgage shall have full and complete authority to employ watchmen to protect the improvements from depredation or injury and to preserve and protect the personal property therein, to continue any and all outstanding contracts for the exection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Morrgagor, and to pay and discharge all debts, obligations and liabilities incurred thereby.

- wherever necessary, either in its own name of in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities incurred thereby.

 17. A reconveyance of said premises shall be made by the Mortgagor of the the Mortgagor of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgage.

 18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and sil persons itable for the payment of the Indebtedness or any part thereof, whether on not such persons shall have executed the Note or this Mortgage.

 19. MORTGAGOR DOES HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE ILLINOIS STATUTE, ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR IUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

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EXHIBIT "A" - PARCEL II LEGAL DESCRIPTION

The East 20 feet of Lot 62 and the West 5 feet of Lot 61 in John J. Rutherford Third Addition to Mont Clare in the Northwest 4 of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

State 209 DEPT-01 RECORDING 144444 TRAM 9207 937(276) 15:00:00 作り70 作り メーバマーラウベンロタ COOK COUNTY RECORDER

MAIL

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