## UNOFFICIAL CORY

LAND TRUSTEE MORTGAGE

\$16.0Q

The undersigned, UNION NATIONAL BANK & TRUST COMPANY, a banking association, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated FEBRUARY 10, 1987, and known as Trust Number 1355 hereinafter referred to as the "Mortgagor", does herby mortgage and convey to Union National Bank & Trust Company, a banking association hereinafter referred to as the "Mortgagee", the following real estate in the County of Cook, State of Illinois, to wit:

LOT 64 IN THE MEADOWS - PHASE 1, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9 EAST, OF THE

THIRD P.M., IN COOK COUNTY, ILLINOIS.

06-14-302-002-0000

common address: LOT 64 - 238 IRIS DR., STREAMWOOD, IL

Together with all buildings, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves, water heaters, refrigerators, washing machines, clothes dryers, and all other such appliances (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 which are hereby pledged, assigned, transferred and set o(e) unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgageee is hereby subrogated to the rights of all mortgages, lien holders 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 and equipment, unic said Mortgagee forever for the uses herein set forth. Notwithstanding any of the provisions contained herein, the mortgagor hereby waives any and all rights of redemption from sale under any order or judgement of foreclosure on its own behalf and on behalf of each and every person, except judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

To secure (1) The payment of a Note executed by the M. thgagor to the order of the Mortgagee bearing even date herewith in the principal sum of SIXTY ONE THOUSAND ONE HUNDRED TWENTY TWO AND 75/100 DOLLARS (\$61.122.75), which Note, together with interest thereon as therein provided, payable in full at maturity. All payments are to be applied, first, to any lete charges due, then interest, and the balance to principal, until said indebtedness is paid in full; (2) The performance of other agreements in said Note and Construction Loan Agreement dated MARCH 4TH, 1987, which are hereby incorporated herein and made a part hereof, and which provides, along other things, upon ten days notice from the Mortgagee for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes (unless the Mortgagee has pledged an interest bearing savings account to satisfy estimated taxes) assessments, insurance premiums and other charges upon the mortgaged premises, and (4) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note and Construction Loan Agreement dated MARCH 4TH, 1987.

## THE MORTGAGOR COVENANTS:

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A. (1) To paid 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 attached thereto all taxes, special assessments, water charges, and sewer charges

## **UNOFFICIAL COPY**

87170305

LAME CHARGES HORGACE

\$16.00

The undersigned, UNTON NATIONAL PARE a PRUST COMPANY, a banking association, not personally but as Truscee under the provisions of a deed or deeds in trust duty recorded and delivered so the undersigned pursuant to a Trust Agreement dated PERRUARY 10, 1987, and hown as Trust Number 1355 hereinafter referred to as the "Mortgagor", does harby nortgago and convey to Union Watlonel Sack a Trust Company, a panking adsociation nersinafter referred to as the "Mortgagor", the following real estate in the County of Cook, State of Tillneis, to wit:

COT 63 IN THE MEADORS - SHEET 1, BRICH A RUBDIVISION IN PART OF THE SOUTHIEST ODERER OF SECTION 24, FOREIGH AL HORFS, RANGE S RAST, OF THE THIRD P.M., IN COOK COURTY, ILLINOIS.

dominon addrecs: LOT 61 - 238 TRIES DE., STREAMSOOD, IL

Together with all buildings, fixtures or appurenances new or bereafter structed thereon or placed therein, insingle units or centrally controlled, fixuares or articles, whether in single units or centrally controlled, used to supply heat, gas, sit conditioning, where, light power refrigeration, ventilation or other services, and any other thing new extraoafter therein or through, the furnishing of which by locates to lastes is machearry or appropriate, including servers, window shades, locate doors and window shades, about doors and windows, fire-door beda, attention, stoyes, water consists, colohos attention, stoyes, water consists, colohos dryers, and all other cents applicates; or and are needy declared to be a part of and all other cents of and are needy declared to be a part of and the colohor colohor attents, issues and profite of and also reached whether physically attented therefore or not); and also reached therefore profits and the rents, issues and profits of said grounds and ere hereby placed the or not hereafter to become due or account of the doctores and owners paid entragated to the rights of all mortanes, it m bedders and owners paid outer process of the form become and owners paid outer process of the form becomes.

To have and to hold one said propostly, with sold haildings, improvements, fixtures, apputtenances and resid would, ento each northaged forever for the uses berein set forth. Pokyith the test of the provisions contained barein, the morthager hereby thatver any and all rights of redemption from take under any order or judies in a locational to behalf of behalf of each and every serion, except judyesent creditors of the morthager, acquiring any injected in or title to the premises subsequent to the date or this service.

To secure (1) The payment of a Mote accounted by the Bortgagor to the order of the Bortgagee bealing even data herewith in the principal sum of SIMTH OUR TROUBARD ONE TROUBARD ONE TROUBARD ONE TROUBARD (\$81,122.75), which were together with interest thereon at therein provided, payable in full data, then interest, and the being at each of any iste charges due, then interest, and the balmes to principal, until said indebtedness is paid in full; (2) The periormance of other agreements in said december to payable in full foreign and accient systemates in said december incorporated hereby and the foreign the said which provider, among contait things, upon two and the foreign the foreign and additional monthly payment of one-cualtis (1/12) of the arrivaged for an additional function the Wortgages has been additional function of the wortgage for and other charged satisfy estimated taxes and other charged to the mortgaged provises, and (1) what one provides and other charged overants and other charged overants and other charged overants and other charged overants and other and other dated marked and in said species of the Mortgagor to the Hortgage, as contained here and in said species and Construction to an Agreement dated marked after 1987.

## THE MORTGAGOR COVENANTS:

A. (1) To paid said independent and the interest thereon as herein and in said Hote provided, or according to any agreement extending the time of payment thereof; (2) To pay were due and before any panalty authobed thereto all taxes, special assersments, witer charges, and sewer charges

against said property (including those herefore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended 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 and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause 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 redemptioner, or any grantee in a Master's or Commissioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust collect and compromise in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, youchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any desirance claim to the restoration of the property or upon proceeds of any insurance claim to the restoration of the property or upon the indebtedness bereby secured in its discretion, but monthly payments shall continue unt() said indebtedness is paid in full; (4) Immediately after destruction or domage, or commence and promptly complete the rebuilding or restoration 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) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, bylaws, regulations, and constituent documents governing seld premises if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (10) Not to make, suffer or remit, without the written permission of the Mortgagee being first had end obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any 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, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, (d) any sale, assignment or transfer of any right title or interest in and to said property or any portion thereof, (11) Not to accept or acknowledge without the written consent of the Mortgagee being first had and obtained any sale, assignment or transfer of any beneficial interest in and to the above numbered trust; (12) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said premises; (13) To appear in and defend any proceeding which in the opinion of the Mortgages affects its security hereunder, and to pay all costs, expenses and fees incurred or paid by the Mortgagee in any proceeding in which may be made a party

B. 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 Mortgagor 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 an interest rate equal to the prime rate as published in the Wall Street Journal plus 3%, varying daily shall become so much

defendant by reason of this Mortgage.

UNOFFICIAL COPY (surfaced escala production) varied as a satisfue against seid property (indianing chose nergipts blerefor, and all puch items Mortgages, upon request, inplicate requires blerefor, and all puch items extended against value property shell be conclusively densed value for the purpose of this requirement; (3) To the the improvements now or hereafter upon said premises insured equired damage by fire, and such other basards upon said premises insured equired damage by fire, and such other basards upon said premises insured to the content of the property and such other provides upolice. as the destgages may require to be insured assinst; and to provide public liability insurance and such other insurance as the Sortgages may require; until said indebtedness is fully paid, by in case of foreclosure, until expiration of the period of redesprion, for the full insurable value thersof, in such companion and in such form an chall be usinfactory to the Mortgagee; such incurance policies shall recain with the Nortgeges during said period or period; and contain the named clause making thom payable to the Moregages, and in cose of Forectosure sale payable to the owner of the eartificate of hele, owner of any deficiency, any receiver or redemptioner, or any granded in a demonstration or any granded in case of loss under such policies, the Costudes is actionized to adjust collect and compression is the direction, and characterist the resident to collect and compression in the direction, and characterist the resident collection and deliver on bonalf of the Martgager all necessary propies loss, receipts, vondhers, rejeases and requirement required by be signed Dy the insurance companies, and the dartermons to sign, now deaded all receipts, voncesers now released required of it to be sign, now deaded all receipts, voncesers now released required of it to be signally the mortages for any insurance claim to the Hortages is authorized to apply the proceeds of any insurance of the instruction of the property or upon the indebtodness hereby cocured in the classical but mortals payments and it continue until said indebtodness is paid in this (4) Immediately alless described or deaded, or commence and proceeding or restoration or deaded, or commence and proceeding the new or indebtedness or restoration of midding or restoration of middings and the proceeds of any increase of approximation or daments, the proceeds of any increase condition and repair, without daments (5) To the proceeds of any increases and repair, without washe, and free from any recommends or other and repair, without expressly superdinated to the interview of the completions of any laste if his forevene as the action of the process of any laste if his forevene is to a transhold; (7) to comply with the constituent documents governing said processor; (8) Nor to sake, and on all obligations dany laste if the five hours of any actions and premit any antames of any network to exist on asid property nor to permit any antames of any network to acts (9) To comply with all requirements of any view to permit, without to acts (9) To comply use thereoff (10) Not to asks, or for the sorthway and the written and residence of the contract of the contract of the written and the receipt of the contract of the written and the contract of the contract of the written by the incurance companies, and the Martgager serens to sign, upon demand, diminish nor impair was value by any out or omiscion to act; (9) yo comply with all requirements of law view reject to actuated premises and the use thereof; (10) Not to acks, solish or permit, without the written permission of the Mortgage being first and accombained, (a) any use of the property for any purpose of rian that for which it is now used, (b) any alterations, additions, dealthing, removal or date of any any approximate, apparatus, apparatus, apparatus, apparatus, apparatus, apparatus, apparatus, apparatus, any success or equipment now or hereafter upon said project, (a) any purchase on conditional said, lease apparatus, fixtures or evel in the vendor, or any littleres or evel with the vendors, or any littleres or evel; 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B. That in case of failure to perform any of the covenants herein, workgages may do on Mortgagor's beint everything so covenanted; that said Mortgagor may also do any act it may doen nucessary to protect the lien hereof; that Nortgagor will repay upon durant any soneys paid or dishument by Mortgagor for any of the new proposed any soneys paid or dishument to thereon at any of the new took proposed and more than the formal and all the second and and the second at any soneys paid or dishument thereon at an interest the second and and an interest thereon at an interest the second and an intere hereoff that Portgoyor will repay upon durand say moneya paid or disburant bereoff that Portgoyor will repay upon durand say moneys topother with by Worldage for any of the above purposes and such moneys topother with the erest thereon at an interest rate equal to the prime rate as published to the permeter of the prime rate as published in the Wall Street Journal plus 3%, varying daily chall become so such

additional indebtedness secured by this Martyagee with the same priority as the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of the rents or 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 here contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor 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.

- C. That it is the intent hereof the secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or a later date, or having been advanced, shall have been repaid in part.
- D. 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 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 respiratory of the Mortgagor hereunder or upon the debt hereby secured.
- E. That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make any assignment for the benefit of its creditors or if its creditors or if its property be placed under control or in custody of any court, or if the Mortgagor abandon any of said property of in the event of the transfer of, or agreement to transfer, any right, title or interest in said property of any portion thereof, or in the event of any sale, assignment or transfer of any beneficial interest in and to the above-numbered trust, or if the Mortgagor fails to complete within a reasonable time, any building or buildings now or at any time in procees of erection upon said premises, then and in any of said events, the Mortgage is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable whether or not such default be remedied by the Mortgagor and apply toward the payment of said Mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor and the Mortgagor and any part thereof, becomes vested in a person other than the Mortgagor and any part thereof, becomes vested in a person other than the Mortgagor and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagor shall pay a reasonable fee to the Mortgagee to show such change of ownership.
- F. That upon commencement of any foreclosure proceeding 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 it, 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 power 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

Additional indebted and and and be included in any decree foreclosing as the original indebted forms and any he included in any decree foreclosing this dectyage and be gate of the tents of proceeds of sale of sale of sale of sale in a security against the shall not be obligatory upon the Mortgagee to inquire into the validity of any lian, ancumbrance of claim in advancing moneys as above authorities, but notiting here contained shall be concerned as requiring the Mortgagee to identical for any moneys for any purpose nor to do ear authorities; and the dertyages shall not incur any personal liability because of anything it may do or omit to do hereunder.

- C. That it is the intent hereof the secure payment of said Note whether the entire anome shall have been advanced to the Mortgager at the date hereoff or a later date, or having been advanced, shall have been repaid in part.
- D. That in the event the event the event pair property or any part thereof becomes vested in a person other than the deregger, the Mortgages may, without notice to the foregager, dest with such successors in interest with reference to this mortgage and the debt hereby scenned in the same manner as with the heatener, and the detector to such or may errord time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the hortgager hereby accured.
- E. Thob time to Sine econome harded and it helmult be ease in performance of any coverant harded contained or in selling any gayeant proceedings as total total of carriers any other time or charge upon any of said property, or upon the climp of a proceeding an anthropicy by or said property, or upon the climp of a proceeding an anthropicy by or said proceeding the architects of if the architect and it is property be the doubte of the architects of if the architect of if the production of if the proceedy of a said according any of a said property or a sound on any of said property or in the event of the fortragor agreement to brandfer, any right, attit or a being court of any portion thereof, or in the event of the standfer of, or appearant to brandfer and the crans of any portion thereof, or in the event of the property or in the fortragat in any portion thereof, and the first and any or a coupl we which a carrier, assignment or transfer to any size in process of exection against the patients.

  In the and in any of said secret, the consideration again and and approved a time and an any of said secret, as the action, and without attacting the item and and a process of site of the consequence of the powerst as a said and and declars, without souther and economical action, and in any of the consequence of the monard the process we have a said and and an arrespondence of the consequence of the forecase well as a consequence of the conseq
- F. That upth commencency of any larddoners proceeding bereunder, the court in which such bill is filed eay, at any time, either before or after court in which such bill is filed eay, at any time, either before or after sale, and without regard to the time with of any party claiming under it, and without regard to the time velue of the squiry of redemption of shall then be occupied by the owner of the squiry of redemption of the collect homestest appoint a receipt with and the collect precise with and the character party of redemption, and such rents, issues and profits, when collected of redemption, and such rents, issues and profits, when collected of the indebtedness, costs, after the Marter's sale, founds the payment of the indebtedness, costs, after the Marter's sale, founds necessary for the protection and

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preservation of the property, Including the expenses of Guda Esceivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed Mortgagor shall remain in possession until the expiration of the full period allowed by the statue for redemption whether there be redemption or not and until the issuance of deed in case of sale, but it no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but it may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as in additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at an interest rate equal to the prime rate as published in the Wall Street Journal plus 3%, varying daily, which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of citle, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such stit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and ravable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be party by reason of this Mortgage or the note hereby secured; or (b) preparations for commencement of any suit for foreclosure hereof after to accrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a local closure sale of said premises there first shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor , and the purchaser shall not be obliged to see (o) the application of the purchase money.

G. In case the mortgaged property, or any park thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property caken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the fortgagor or its assignee.

H. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed 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 thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when

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And to not be seen the second of the second laures therefor in personam or on any desidency despess an rolling or bot, and if a receiver enall be appointed Horopager shall remain in possession until the experacion of the full period allowed by the statue for redemption whether there he redemption or not and until the induance of deed in case of sale, but it no deed be issued, until the expiration of the statutory period duting sale it may be issued, and no lease of sale greatees shall be outifuled by the appointment of entry in possession of a receiver but it may alson to berminable any leade qualor to the lies becour, and upon threatoness of sold premises, there again be altowed and included as in additional (relebbedness in the decree of sale all expenditures and expenses coletars which thereon at an interest expendituits and expendent dejector than anterest the red at the model of the prize rate of problems in the Fall Street Journal plus 3%, vacying daily, veich day be paid or incurred by or on behalf of Mortgaged for alterney's date, Mortgaged's feed, oppraiser's feer, outlays for enhibits otherwise to glading, forminatery and expert orderer, stone, court orderer, stone stonegraph and expert order. scenegraphor a lower stander of the continuous court obede publication octor and include publication octor and electricated by anticipation of producting all anch abstracts of itties that analy and electricated by the contractor and the contractor and the contractor and standard and analypolicipa, the contractor and standard and accurance rith policipa, to the astrophysical and accurance rith respect to the analypolicipal and accurance rith and accurance rith analypolicipal and accurance rith. prosecute such said of to evidence to birdern at the sale held pursuant to such decrea the true of the constant to such decrea the true of the constant beautiful of the constant of said amounts beat the color of the little true of the little of the with (a) any Ammentareary for any paymons by the securgagor as commented to which either proceeding, including, recall the either party hereto shall be a party by recaon of this sortgand or the sole note hereby menually or (b) prographions for commencement of any suit for forestosure introduced after the acquisit of the right to intendent, whether forestosure introduced after acquisit of the right to intendent. hereby recurses or (a) purprestrons for commencered of any suit for forecourse for actions and solvent for account of the right to inreclosure, whether or not setually commenced; or (c) properation in any fireclosed or contaeplated whit or proceeding which which which talked the proceeding which which alled the proceeding which which commenced the proceeding thick commenced. In the event of a foreclosure for the side premises where firet that be paid out of the side of these than the endies incontained the fact of the payable by the terms items, then the endies incontained the fact in the the chartens or not and the the inference due that on the time of such sale, and the overplus, if any, both he pant to the doublegon, and the garcheser shall not be cottiged to as a cottle regulation of the purchase

6. In case the mortgaged properly, or any part thereof, thall be taken by condennation, the Hortgages is decaby engoward so collect and receive all bompensation which may no gain any property taken or for damages to any property taken or for damages to any property not taken and and old decadentalism to a continuity and taken and or for Morngages to all may elect, to the immediate reflection of the indebivious secured hereof or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebradatic chall be delivered to the Hortgager or its assignce.

8. All escoment, lends, issued and profites of raid promises are pladged, assigned and crossisters to the lorequest, verther now due or hereafter to become due, acted property, or any part lease or excessed for the are or agreement is written or verthely and it is the intention hereof (a) to agreement is written or verthely and it is the intention hereof (a) to pladge unid reade, insues and profits on a partity with acid roal estate and not secondarily and such pladge realt not secondarily and such pladge realt not secondarily and such pladge realt, oither value or after foreclosure anie, to solve upon and take possession of, canage, maintain, and operate anid prefire, or any part threed, make leases for barar and operate acid prefire, arrivable or radilly enisting or luture lance, collect acids, respect or equilable, regardless of when carned, and use such measures vector logal or equilable as it may deem proper to enforce collection thereof, capter agains or other employees, enforce of repair said presises, boy furnishings and equipment therefor when alter or repair said presises, boy furnishings and equipment therefor when

it deems necessary, purchase adequate; fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omission relacing to the subject matter of this paragraph unless commenced within citty days after Mortgagee's possession ceases.

- J. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.
- K. Notwithstanding any of the provisions contained herein, the mortgagor hereby waives any and all rights of redemption from sale under any order or judgement of foreclosure on its own behalf and on behalf of each and every person, except judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.
- L. The within mortgage secures an obligation incurved for the construction of an improvement on the land mortgage herein, including the acquisition cost of the land (if this is the case) and constitutes a "construction mortgage" within the meaning of Section 9 312(1)(c) of the Illinois Uniform Commercial Code.

This Mortgage is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned therein warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the undersigned personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for

It dient moresery, parello locality and in general exercise all forms of insurance as they be remed advisore, and in general exercise all moreseary for any purpose berein stated to secure which allies is because moreseary for any purpose berein stated to secure which allies is because moreseary for the sorthy of prealess and on the fraces therefrow which lies as grades to be to be the state have been secured, and out of the incase retains retain and out of all successor sorthy is marked.

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X. Mateithsearding any of the provisions contained herein, the northagor hereby valves any and all rights of redesption from sale under any order or judgeness of forestoause on the own behalf and on behalf of soch and every parson, except judgenest to realizous or the northagor, acquiring any faherest in or title to the frequence aubsequent to the date of this morthage.

b. The within morrgage courses an obligation incurred for the construction of an including the acquisition ont of the land (if this is the case) and constitutes a "construction mortgage" within the meaning of Section 9-313(1)(c) of the Illinois Uniform Commercial Code.

This ilordeage to an souted by the unioralyned, not personally but as frustes as afoliable in the assertise of the polar and authority conferred upon and veried it it as such frustee (and the maderal med thereby warrants that it ponteens full power and spherity to execute this instrument), and it as capetarly understood and agreed that nothing herein at a said Mote conferred aintly a construct that as a first mothing herein the undersigned nothing herein the undersigned personally on any installing on a substant of the undersigned personal inferior appears or tested herein accidence, or to personancy if any, being augmented of the installing in any personant university or and that such liebility, and there also any required by the leavest of the test as the new also and the acceptant of the acceptant personally are concerned, the legal helder or holders of usid the acceptant and the legal helder or holders of usid the acceptant of that so the acceptant of usid the acceptance of any independence.

the payment thereof live and in said Note provided on by action to enforce the personal liability of the guarantor, if any. IN WITNESS WHEREOF, UNION NATIONAL BANK & TRUST COMPANY, not personally but as Trustee as aforesald, has caused these presents to be signed by its authorized officer designated below, and its corporate seal to be hereto affixed and attested by its authorized officer designated below. Dated this 4TH of MARCH, 1987. UNION NATIONAL BANK & TRUST COMPANY AS TRUSTEE AFORESAID AND NOT PERSONALLY SEAL STATE OF ILLINOIS a Notary Public in and for said P+TO County, <u>ln</u> the State + 1.0. that of UNION NATIONAL ETIZABETA Heavener, a. U. BANK & TRUST COMPANY and

Given under my hand and Notarial Seal this 4th day of March, 1987

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Notary Public

COOK COUNTY, ILLINOIS FILED FOR RECORD

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ALD COPY ADDITION THE REAL STREET mennor herein and in said Note provided or by action to enforce the personal liability of the guaranter, if any.

IN WITHESS WHEREOF,

UNICH NATIONAL BANK & TRUST COMPANY, not personally but as Trustee as ofcressid, has caused these presents to be signed by Its authorized officer designated below, and its corporate seat to be hereto affixed and attested by its adthorized officer designated below."

Dated this 4TH of MARCH, 1987.

THICK NATIONAL BANK & TRUST COMPANY AS TOUSTEE AFORESAID AND NOT PERSONALLY

SEAL

STATE OF ILLUSOIS COUNTY OF <u>(LOM</u>

bled for bost of blidu County, in the State aforeselv OF UNION NATIONAL BANK & TRUST COMPARY and a التعلق المنطقة المستانية المستان المستانية \* Assistant Cranton through, there acharriedged test said Assistant Trust Officer - Assistant Cartler as Custodian of the corporate seel of said Bank, did affix the corporate seel of said Bank, did affix the corporate seel of said Bank to said instrument as said Assistant Trust Officer | Assistant Canhierts own free and voluntary act Assistent Trust Officer Sasistant Cashier's own free and voluntary set and as the free and voluntary act of soil Bank, as Trustee as aforessid, for the uses and purposus therein set forth.

Notery Public

PREPARED BY : BRENDA RAINEY

UNION NATIONAL BANK & TRUST CO.

MAIL TO:

UNION NATIONAL BANK & TRUST CO.

1 FOUNTAIN PLAZA

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