herein referred to as "Mortgagee," witnesseth:

87177889

Above Space For Recorder's Use Only

1922 and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Morgagee at 200 E. Randolph Drive, Mail Code 3704, Chicago, Illinois, 60601

Lot 1 and the Southerly 73.38 feet as measured on Easterly and Westerly lines of Lot ? in the resubdivision of Lots 1 and 2 of the resubdivision of Lots 1.2 to 18, inclusive, in the subdivision of Block 6 in Chytraus addition to Argyle and of Lot 44 in Brown's 2nd addition to Argyle 11 the South West 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, In Cook County Tilines. in Cook County, Illinois,

Amoco Corporation, 200 E. Randolph Drive, Chicago, Mail to: Illinois 60601, Attn: W. Lunhox, Mail Code 3704 which, with the property hereinafter described, is referred to herein as the "premises," Permanent Real Estate Index Number(s): 14-08-304-004 and 14-08-304-049 Address(es) of Real Hatate: 5101-03 North Clark Stroot, Chicago, Illinois

TOGIFTHIR with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a oa. it with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air condition of the rents, issues and one secondarily) and entitles or centrally controlled), and ventilation, including (without restricting the foregoing), screens, who are thades, storm doors and windows, floor coverings, inndor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, an the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestend Exemption Laws of the State of Himols which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Community State of the control of the contr

The name of a record owner is: Community Structures, Inc. This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this activage) are incorporated on by reference and are a part hereof and shall be binding on Mortgagors, their belra, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

	Community Structures, Inc. (Sea)
PLEASE PRINT OR	By: Carp (Scale) By: Joseph Bute, Jr. (Seal) (Seal)
YPE NAME(S) BELOW BIGNATURE(S)	President (Seal)

			• <u> </u>	(Seal)
Attest	: Farelde	Mour		. (
: : : : : : : : : : : : : : : : : : :	Ronald	Scott	Manguin	•
	Sagnate		1,27	

State of Illinois, County of ____Cook **IMPRESS**

Mangum, President and Secretary of Community Structures, Inc. personally known to me to be the same person _9_ whose names _ they __ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ... t. hQLP signed, scaled and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and walver of the right of homestead.

Given under my hand and official seal, this	112 day of March	<u> </u>
Commission explices Mindel. 19	day of Thursday	/aline
		1 Notity Public
This instrument was prepared by John Sto	ver, Esquire, Amoco Corporati	on
	(NAME AND ADDRESS)	
Mail this instrument to Amoco Corpora	tion, 200 E. Randolph Drive	
	(NAME AND ADDRESS)	4 4
Chicago	Illinois	60601
(CITY)	(STATE)	(ZIP CODE

SEAL

HERE

Property or Cook County Clerk's Office

8717788

THE COVENANTS, CONTINUO FRO FISION CHARLET CONTINUE OF THIS

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability incorred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time is the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors thall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided to said note.
- 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windsto at index policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the time or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in the of toss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall active all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortinge may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expendent, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premise. It contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, that he so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgage on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby a thorized relating 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 such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien of the or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herel i mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Morga, us, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, secone due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) MAK ACTAM MAIL READ MAK ACHAMRECON THE MAY In the performance of any other agreement of the Mortgagors herein containes, of 11th in 30 (10 y 3 of 10 celebro 10 written) and the performance of any other agreement of the Mortgagors herein containes, of the interest of the commentary and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys fees, appraiser's fees, outliny for documentary and expert evidence, stenographers' charges, and incursed of which may be extended at the expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title is Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bilders at any sale which may be laid posses in the interest hereof and interest hereof and hereof and hereof the premises of the interest hereof and hereof and hankraptey proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or, may indebtedness hereby secured; or the security hereof.

 11. The proceeds of any forcelosure sale of the premises s
 - 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the lo lowing order of priority: Pirst, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as a ementioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additions to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the mile; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
 - 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with a regard to the solveney or fisolveney of Mortgagers at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as wall as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree forectoring this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in each of a sale and deficiency.
 - 13. No action for the enforcement of the fien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
 - 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that
 - 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
 - 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
 - 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
 - 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

Property of Cook County Clerk's Office

INSTALLMENT NOTE

February 11, 1987 Chicago, Illinois \$221,000.00

The undersigned, for value received, promises to pay to the order of AMOCO NEIGHBORHOOD DEVELOPMENT CORPORATION ("Amoco") at its office at 200 East Randolph Drive in Chicago, Illinois, or to such other office as it or any subsequent holder shall direct in writing, the sum of Two Hundred Twanty-One Thousand Dollars (\$221,000.00) plus interest at the rate of three carcent (3%) per annum on the unpaid principal amount from time to time rame/ning unpaid, payable in 60 monthly installments; the first such installment in the amount of \$931.74 to be due on the 1st day of February, and equal payments to be due on the same day of each month thereafter until final payment on February 1, 1992, at which time all remaining principal shall be paid. Interest on the unpaid balance shall be paid concurrently with the principal payments in accordance with the schedule attached herete and by this reference made a part hereof.

The obligations of the undersigned evidenced by this Note are secured by a Mortgage on certain property owned by the undersigned (the "Mortgage"), and such obligations are coterminous and a part of the obligations existing pursuant to the Nortgage. Amoco is entitled to the rights and benefits under said Mortgage, including, inter alia, the provisions for events of default upon the imponing of which the maturity of this Note may be accelerated and the outstanding balance together with accrued and unpaid interest thereon declared to be immediately due and payable at the option of Amoco without demand, notice of demand, presentment, or notice of protest, all of which are hereby waived by the undersigned.

No transfer, renewal, extension, or assignment of this Note or of any interest herein shall release the undersigned from its obligations hereunder.

Upon the default of the undersigned under this Note, Amoco shall have, in addition to its remedies under the above-mentioned Mortgage, Fuli recourse against any real, personal tangible, or intangible assets of the undersigned, and may pursue any legal or equitable remedies which are available to it.

The undersigned may at any time or from time to time prepay the principal sum of this Note and/or any interest due thereon in whole or in part without penalty. The validity, construction, and performance of this Note shall be governed by the laws of the State of Illinois.

In the event suit is brought for collection of this Note, the undersigned agrees to pay reasonable expenses, including attorneys' fees, incurred by the holder in connection therewith whether or not such suit is prosecuted to judgment.

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UNOFFICIAL COPY 3 9 Page 2

After maturity of this Note (whether by acceleration, declaration, extension, or otherwise), the undersigned hereby authorizes any attorney designated by Amoco to appear for the undersigned in any court of record and confess judgment against the undersigned without prior hearing, in favor of Amoco for and in the amount of this Note plus interest accrued and unpaid hereon, together with costs of suit and reasonable attorneys' fees. The authority and power to appear for and enter judgment against the undersigned shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto. Such authority and power may be exercised on one or more occasions, from time to time, in the same or different jurisdictions, as often as Amoco shall deem necessary or desirable, for all of which this Note shall be a sufficient warrant.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed nde.
Ly and

Cook County Clark's Office in its mame, under its seal, and on its behalf by its authorized officers on the day and year first written above.

Attest:

87044CTT0285

Company Company Company Company Company

PRINCIPAL INTEREST PERIODS \$221,000 0.03 360

DATE DUE	Payment	INTEREST	PINCIPAL	BALANCE
FEB. 1, 1987 MAR. 1, 1987 APR. 1, 1987	\$931.74 931.74 931.74 931.74	\$552.50 551.55 550.60 549.65	\$379,24 380.19 381.14 382.09	\$220,620.76 220,240.57 219,859.43 219,477.34
MAY 1, 1987 JUN. 1, 1987 JUL. 1, 1987 AUG. 1, 1987 SEP. 1, 1987	931.74 931.74 931.74 931.74	548.69 547.74 546.78 545.81	383.05 384.00 384.96 385.93	219,094.29 218,710.29 218,325.33 217,939.40 217,552.51
OCT. 1, 1987 NOV. 1, 1987 DEC. 1, 1987	931.74 922.74 922.74	544.85 543.88 542.91	386.89 387.86 388.83	217,164.65 216,775.82
JAN. 1, 1988 FEB. 1, 1988 MAR. 1, 1988	\$931.74 931.74 931.74 931.74	\$541.94 540.97 539.99 579.01	\$389.80 390.77 391.75 392.73	\$216,386.02 215,995.25 215,603.50 215,210.77
APR. 1, 1988 MAY 1, 1988 JUN. 1, 1988 JUL. 1, 1988 AUG. 1, 1988	931.74 931.74 931.74 931.74	536.03 537.04 536.06 535.07	393.71 394.70 395.68 396.67	214,817.06 214,422.36 214,026.68 213,630.01 213,232.35
SEP. 1, 1988 OCT. 1, 1988 NOV. 1, 1988 DEC. 1, 1988	931.74 931.74 931.74 931.74	532.08	397.66 393.66 395.66 401.55	212,833.69 212,434.03 212,033.38
JAN. 1, 1989 FEB. 1, 1989	\$931.74 931.74	529.08	\$401.66 402.66 403.67	\$211,631.72 211,229.06 210,825.39
MAR. 1, 1989 APR. 1, 1989 MAY 1, 1989 JUN. 1, 1989	931.74 931.74 931.74 931.76 931.76	527.06 526.05 525.04	404.68 405.69 406.70 407.72	210,420,71 210,015,02 209,608,32 209,200.60
JUL. 1, 1989 AUG. 1, 1989 SEP. 1, 1989 OCT. 1, 1989 NOV. 1, 1989 DEC. 1, 1989	931.74 931.74 931.74 931.76 931.76	523.00 521.98 520.96 519.93	408.74 409.76 410.78 411.81 412.84	208,791.86 208,382.10 207,971.32 207,559.51 207,146.67

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DATE DUE	PAYMENT	INTEREST	PINCIPAL	BALANCE	
JAN. 1, 1990	\$931.74	\$517.87	\$413.87	\$206,732.80	_
FEB. 1, 1990	931.74	516.83	414.91	206,317.89	
MAR. 1, 1990	931.74	515.79	415.95	205,901.94	
APR. 1, 1990	931.74	514.75	416.99	205,484.95	
MAY 1, 1990	931.74	513.71	418.03	205,066.92	
JUN. 1, 1900	931.74	512.67	419.07	204,647.85	
JUL. 1, 1990	931.74	511.62	420.12	204,227.73	
AUG. 1, 1990	931.74	510.57	421.17	203,806,56	
SEP. 1, 1990	931.74	509.52	422.22	203,384.34	
OCT. 1, 1990	931.74	508.46	423.28	202,961.06	
NOV. 1, 1990	931.74	507.40	424.34	202,536.72	
DEC. 1, 1990	931.74	506.34	425.40	202,111.32	
	Ox				~
JAN. 1, 1991	\$931.74	\$505.28	\$426.46	\$201,684.86	
FEB. 1, 1991	931.74	504.21	427.53	201,257.33	بيسا
MAR. 1, 1991	931.74	503.14	428.60	200,828.73	~1
APR. 1, 1991	931.74	502.07	429.67	200,399.06	≥
MAY 1, 1991	931.74	502.00	430.74	199,968.32	œ
JUN. 1, 1991	931.74	49.92	431.82	199,536.50	96
JUL. 1, 1991	931.74	498.84	432.90	199,103.60	•
AUG. 1, 1991	931.74	497.76	433.98	198,669.62	
SEP. 1, 1991	931.74	496.67	435.07	198,234.55	
OCT. 1, 1991	931.74	495.59	436,15	197,798,40	
NOV. 1, 1991	931.74	494.50	151.24	197,361.16	
DEC. 1, 1991	931.74	493.40	138,34	196,922.82	
			(Q,,	,	- 1 :01 Z3 8 8 C
JAN. 1, 1992	\$931.74	\$492.31	\$439.43	\$196,483.39	
FEB. 1, 1992	196,974.60	491.21	196,483.39	0.00	
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