CAUTION: Consult a lawyer before using or acting under this form.

думалитав, тепишку тигенапаскау впо шкоза, аго охолоно.	
April 29, 87	
Susan Crown, married to William Charles Kunkler,	87270371
Chinago TT 60610	
1418 North Lake Shore Drive, Chicago, IL 60610 (NO AND STREET) (CITY) (STATE)	
herein referred to as "Mortgagors," and	4420071
300 West Washington Street, Chicago, IL 60606	
(NO. AND STREET) (CITY) (STATE)	Above Space For Recorder's Use Only
herein referred to as "Mortgagee," witnesseth: THAT WHEREAS he Mortgagors are justly indebted to the Mortgagee upon the	installment note of even date herewith, in the principal sum of
Seven Hundred Si v Thousand (\$760,000,00 ), payable to the order of and delivered to the Mortgagee, in a	and by which note the Mortgagors promise to pay the said principal
sum and interest at the rate an Lip installments as provided in said note, with a final payment 19.25 and all of said principal and interest are made payable at such place as the holders of the such appointment, then at the other of the Mortgagee at300 West Washing	nt of the balance due on the _29th day of _January, the note may, from time to time, in writing appoint, and in absence
NOW, THEREFORE, the Mortgagors of ecure the payment of the said principal sum and limitations of this mortgage, and the performance of the covenants and agreements he consideration of the sum of One Dollar in har paid, the receipt whereof is hereby acknowle Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and being in theCOUNTY OF	of money and said interest in accordance with the terms, provisions erein contained, by the Mortgagors to be performed, and also in dged, do by these presents CONVEY AND WARRANT unto the and all of their estate, right, title and interest therein, situate, lying COOK AND STATE OF ILLINOIS, to wit:
EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF.	
$ au_{0}$	<b>A</b> 3
PERMANENT TAX INDEX NUMBER: 17-03-103-029-1020	3
COMMON ADDRESS: Unit 21, 1418 North Lake Shore Drive	, Chicago, Illinois
which, with the property hereinafter described, is referred to herein as the "premises,"  TOGETHER with all improvements, tenements, easements, fixtures, and appurtunance long and during all such times as Mortgagors may be entitled thereto (which are pledged prim all apparatus, equipment or articles now or hereafter therein or therein used to supply heat, single units or centrally controlled), and ventilation, including (without restricting the fore coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in considered as considered as constituting part of the real estate.  TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's saferein set forth, free from all rights and benefits under and by virtue of the Homestead Exerthe Mortgagors do hereby expressly release and waive.  The name of a record owner is:  Susan Crown	arily and on a printy with said real estate and not secondarily) and gas, air conditioning, water, light, power, refrigeration (whether going), screens, win low bades, storm doors and windows, floor to be a part of said real estate whether physically attached thereto the premises by Mortgagers or their successors or assigns shall be precessors and assigns. Forever, for the outproses, and more the uses
This mortgage consists of two pages. The covenants, conditions and provisions appears herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, so	ing on page 2 (the reverse side of this 1 orthoge) are incorporated cossors and assigns.
Witness the hand and senl of Mortgagors the day and year first above written.  SUSAN CROWN  (Seal)	Weller C. Kundali
PLEASE SUSAN CROWN PRINT OR	WILLIAM CHARLES KUNKLER, III who is executing this Mortgage solely for the
	purpose of waiving any homestead rights he how has or may have(Seal)
SIGNATURE(S)	
State of Illinois, County of COOK. ss.,	1, the undersigned, a Notary Public in and for said County
Months of Sesan Crown and William Charles Kur	nkler, III, married to each other names are subscribed to the foregoing instrument,
State of Illinois, Conty of Cook  State of Illinois, Cook  State of Illinois, Conty of Cook  State of Illino	they signed, sealed and delivered the said instrument as urposes therein set forth, including the release and waiver of the
any hand and official seal, this 29th day of April	ril 19 87
SEPTEMBER OF THE SEPTEM	blates file bla
This instrument was prepared by Karen O. Meehan, 222 North LaSa.	He Street, Chicago, IL 60601
Mail this instrument to Karen O. Meehan, 222 North LaSalle S	Street, Chicago, IL 60601
(CITY)	STSTARE (ZIP CODE)
OR RECORDER'S OFFICE BOX NO.	Kan A Lala

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO CALCULATE REVERSE SIDE OF THIS MORTGAGE):

- 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 unlawfull 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 Mortgagee, and the Mortgagee's successors or assigns, against any liability in a red by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keen all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing tire same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shalf deliver 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, Mort agee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, comportise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premits or 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, shal be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon 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 Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby auticined 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 or attraction or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mertioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, second due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or or when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein containet.
- 10. When the indebtedness hereby secured shall become due whether 'yy acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, there inv.' be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by cron behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to be 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 as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had rursuant to such decree the true condition of the title to 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 immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and ankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage of any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding high affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the 1 bilowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; 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, without regard to the solveney or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the memises 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 well 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 foreclosing 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 case of a sale and deficiency.
- 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 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 purpose.
- 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.

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## LEGAL DESCRIPTION

Unit No. 21, in Fourteen Eighteen North Lake Shore Drive Condominium, as delineated on a survey of the following described real estate:

Lot 7 and 8 (except the North 5 feet) in Potter Palmer's Subdivision of Lots 1 to 22, inclusive, in Block 4 in Catholic Bishop of Chicago Lake Shore Drive Addition, a Subdivision in section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which aurvey is attached as Exhibit "D" to Declaration of Condoninium Ownership made by LaSalle National Bank, as Trustee under Trust No. 103391, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document No. 27057167, together with its undivided percentage interest in the Common Elements.



## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office