



THIS INSTRUMENT WAS PREPARED BY:

I SOUTH DEARBORN STREET CHICAGO, IL 60603

## TRUSTEE MORTGAGE

CITICORP® SAVINGS

88443893

Corporate Office One South Decroom Street Chicago, Minos 6/993 Telephone (1 312 977 5000)

\$16.00

THIS INDENTURE made

AUGUST 22ND

CHICAGO TITLE AND TRUST COMPANY

under the provisions of a deed or deeds in trust, duly recorded and delivered to said (corporation) (essectiation) in parassace of Trust Agreement fested AUGUST 19, 1988 and known as Trust No. 1091952 , harein referred to as "Mortgagor", and

Chicorp Savings of III oo's, a Federal Savings and Loan Association, a corporation organized and existing usder the laws of the United States, or its successors and assigns, notein referred to as "Mortgagee", WITNESSETH:

THAT, WHEREAS Mongager has concurrently herewith executed and delivered a promissory note hearing even date herewith ("Flote") in the neighbor and HULDFED THOUSAND AND 00/100-----principal sum of

, made payable to the order of the Mongagee in and by which the Mongagor promises to pay out of that (\$ 200,000.00 portion of the trust estate subject to said 7 to a Agreement and hereinafter specifically described, (1) any additional advances and escrows, with interest thereon as provided in the Note, made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this mortgage, and (2) the principal sum and interest thereon at the rate and at the times and amounts as provided in the Note, to be applied first to advances and escrows then to interest, and the balance to principal until said indebtedness is paid in full. 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 Clabert Savings of Illinols.

NOW, THEREFORE, the Mortgagor to secure the payment of all sums payable under the Note and all sums payable in accordance with the terms, provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar (31.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, WARK INT, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgages, its successors and assigns, the following described real state and all of its estate, right, title and interest therein, situate, lying and being in the CITY OF BERWYN , County of COOK , and State of Illinois, to-wit:

THE SOUTH HALF OF LOT TWENTY TWO AND ALL OF LOT TWENTY THREE IN BLOCK TWO IN GROH AND CHRISTIAN'S SUBDIVISION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

I.D. # 16-30-206-022

1988 SEP 27 PN 2: 40

more commonly known as:

6441-47 23RD STREET BERWYN, IL 60402

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all buildings, improvements, tenements, easements, fixtures, and appurtenances thereto belonging, a will rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stores and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing):

- (a) (if the improvements consist of a hotel, motel or furnished apartments) all other fixtures, apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the hotel, motel or furnished apartment business now or he eafter conducted upon said premises, or
- (b) (if the improvements consist, in whole or in part, of unfurnished apartments) all other fixtures, apparatus, equipment and articles of the type and character customarily furnished by landlords to tenants or occupants of unfurnished apartment properties in the municipality in which the
- (c) (if the improvements consist of a residence, other than an apartment type building) all washing machines, clothes dryers, waste disposal units, attached fans, ducts, automatic dishwashers, and radio and television actials, or
- (d) (if the improvements consist of a commercial building, manufacturing plant or other type of improvements useful for industrial or commercial purposes) all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the premises,

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2. Seis er Transfer a Virters er Interest Thereis. Mergrags agnes and understands fink it shall constitute an event of default under this heritager, or any beceffeisty of the Mongagor, shall constitute and event events and in the Mongagor, shall constitute and events and the Mongagor or any become vected in any person or convey this to a constant or constitute a precision of a conficial lat were a second in any person or in the mongagor or the present beneficiary or beneficiaries, (c) and the mongagor or the present beneficiary or beneficiaries, (c) and the mongagor or the present contract and present person or in the mongagor or the present beneficial instruction or the mongagor or the present person of a present or the present person of a present or the formation or the person or the person of a particular are entered late, or the present or the formation or the person or the person of a particular or any snock of a corporation, it say, owning all us a confine of the beneficial instruct in the Mongagor or the person of a corporation, or the person of the person of the person of a corporation, or the person of the person of the person of a corporation, or the person of the

3. Payasset of Tausa, Mongagos shall pay 'scione my possity staction all general and shall pay special taxes, special assessments, watercharges, sower service configur, and other charges against the practices due, and thalf, upon written request, furnish to Mongagoe duplicate mosters choselon. To prove the definite interest the inger section is the lander proved that the crameer provided by statute, any tax or assessment which Mongagor may dealer or consest.

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Her say which the real estate batter, ascentaint (pended or special), where and sever charges or into an permiums are increased or into an permiums are increased or into an element of the real estate batter or into an interpretation of the later seed, and if the monthly deposits then being made by Mortgages (if continued) would not make the fact authorized or in the operation of the Mortgages to pay upon heart or its charges in the contrary of the Mortgages to pay upon the real monthly deposits a shall deposit the shall deposit the shall deposit the real shall deposit the s

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If the funds so deposited exceed the amount required to pay such states, exceeding and special), water and sewer charges, and insurance prequipment for casy year, the groups that he against one ambients. The Mortgager intrinsering the Meagange that he against an elegant of the sequence of the Mortgager in a second small and he required that he may be against the constituted as the second small as the against as the Mortgager in a Mortgager in the Mortgager in an elegant to a sequence of the second small as the second small as the second of the second small as the second of the Mortgager in the Mortgager is a second small as the second of the second small small as the second of the second small as the second of the second small s

Upon an assignment of this Montgages shall have the signs to says between cf such desposits in possession to the sasignee end Montgages shall have been such that the same of the sasignee of the indicated the indi



- 6. Mortgagee's Interest In and Use of Deposits. In the event of a default in any of the provisions contained in this mortgage or in the Note, the Mortgagee may at its option, without being required to do so, apply any moneys at the time on deposit pursuant to paragraph 5 hereof, as any one or more of the same may be applicable, on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as the Mortgagor may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the mortgaged premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held in trust to be irrevocably applied by the Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor; provided, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes, assessments, water and sewer charges and insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee in writing not less than thirty (30) days prior to the due date therefor to make application of such funds to the payment of the particular taxes, assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes, assessments and insurance premiums.
- 7. Mortgager's Right to Act. If Mortgagor fails to pay any claim, lien or encumbrance which shall have a prior lien to the lien of this indenture, or to pay, when due, any tax or assessment, or any insurance premium, or to keep the premises in repair, as aforesaid, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the premises or the title thereto, then Mortgagee, at its option, may pay such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at the rate set forth in the Note, and all such sums and interest thereon shall be secured hereby.
- 8. Adjustment of loss es with Insurer and Application of Proceeds of Insurance. In case of loss, the Montgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (a) to settle, collect, compromise and adjust, in its discretion any claim under such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to he pe id upon the loss. In either case Morigagee is a ithorized to collect and receipt for any such insurance money. Morigagor agrees to sign, upon demand of fingagee, all receipts, vouchers and releases required of him by the companies. If (a) Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mongage, (b) such damage or dest uction does not result in cancellation or termination of such lease, (c) the insurers do not deny liability as to the insureds, and (d) such proceeds are sufficient or replace the damaged or destroyed buildings or improvements in the judgment of Mortgagee, such proceeds, after deducting therefrom any e.p. uses incurred in the collection thereof, shall be used to reimburse Mongagor for the cost of rebailding or restoration of buildings and improvements of sold premises. In all other cases, such insurance proceeds may, at the option of Mongagoe, either be applied in reduction of the indebtedness secured kereby, whether due or not, or be held by the Montgagee and used to reimburse Montgagor for the cost of the rebuilding or restoration of buildings or improvements on said premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architectic certificates, waivers of lien, contractors' sworm statements and other evidence of cost and of payments as the Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plins and specifications for such rebuilding or restoration as the Mortgagee may re-sonably require and approve. No payment made prior to the final compilation of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said or ceeds remaining in the hands of the Montgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

In the case of loss after foreclosure proceedings have been instituted, no proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the come of the equity of redemption if he shall then be entitled to the same or as the court may direct. In case of the foreclosure of this mortgage, the court in it. due to be attached to each of said insurance policies may be canceled and that the decree creditor may cause a few loss clause to be attached to each of said policies making the loss thereunder payable to said creditor; and any such foreclosure decree may further provide, that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, such successive redemptor may cause the preceding loss clause attached to each insurance policie to be canceled and a new loss clause to be attached theter, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgager, to usign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such a probaser to be protected by any of the said insurance policies.

- 9. Stamp, Transfer or Revenue Tax. If, by the laws of the United States of America, or of any other having jurisdiction over the Mortgagor or the premises, any tax is due or becomes due in respect of the issuance of the Note or this Mortgagor or the respect to the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold narroless and agrees to indemnify the Mortgagoe, its successor or assigns, against any liability incurred by reason of the imposition of any such tax.
- 10. Prepayment Privilege. At such time as the Montgagor is not in default either under the terms of the Note or under the terms of this Montgage, the Montgagor shall have such privilege of making prepayments on the principal of the Note (in addition to the required payments) as may be provided in the Note, and in accordance with the terms and conditions, if any, set forth in the Note.
- 11. Effect of Extensions of Time. If the payment of said indebtedness or any part thereof be extended or varied or 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 extention, 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.
- 12. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the state in which the premises are located deducting from the value of land for the purpose of taxation any lien hereon, or imposing upon the Mortgages the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagees 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 Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or enimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest in excess of the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the date of giving of such notice.
- 13. Mortgagee's Performance of Defaulted Acts. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee, 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 addeem 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 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, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest then applicable to the indebtedness secured by this Mortgage. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.
- 14. Mortgagee's Reliance on Tax and Insurance Bills, Etc. Mortgagee in making any payment is hereby authorized: (a) to pay any taxes, assessments and insurance premiums, according to any bill, statement or estimate produced from the appropriate public office or vender without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, incurance premiums, rate, fortelium, tax lien or tithe or claim thereof; or (b) to purchase, discharge, compromise or settle any other prior lien, without loquiry as to the validity or amount of any claim for lien, which may be asserted.

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The Mongagor further agrees to assign and transfer to the Mongagoe all fairing leaves upon all or any part of the promises to assign and transfer to the Mongagoe, all such further resumences and assignment in the premises as the A ton gagee shall from time to time

of the premises by the Mongages pursuant to paragraph 20 hereof, in the exercise of the power herein granted the '10 1gsgee, no liability shall be asserted to restored against the Mongagoe, all such liability being expressly we well such released by Mongagor.

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or said precisives, except to a purchaser or grantee of the permises. The Mongagor represents and agrees that no rear that he read by any person in presention of the above described premises for more than one installment in advance and that the payment of rone of the new portion of the said premises has been or will be waived, released, reduced, discounsed or otherwise clashanged or compromised by the Mongagor Mongagor waives any rights of serioff against any person in possession of any portion of the above described premises. If any bease provides for the absence on the portion of the short described premises. If any bease provides for the absence of the policies to the premises any premise of the contract of the policies to be in amount and form written by not insurance companies as shall be satisfactory to the Mongagor agrees that it will not assign any of the rants or profile of mandar it will not assign any of the rants or profile of mandar or profile.

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19. Assignment of Pears and Lesses. To further seems to a schoolness secured hereby, Morgagor does hereby sell, assign and transfer unto the Morgagor of the centre become due trader or by virtue of any lesse, whether written or verbal, or any months remains the centre of the centre

OURSECT AS & Industries or not and the Red has been dead or say holder of the Note may be appointed as such receiver. Such receiver shall have power 18. Appelement of Reckl et. 1 pon, or a any time after the diag of a complaint in foundate this Montgage, the court in which such complaint is filled may appoint a receiver the fine of the principle of the premises or whether the same shall be then fash ency of Montgagor at the time of a shearing increase and without regard to the then because of the premises or whether the same shall be then fash ency of Montgagor at the time of a shearing the time of the premises or whether the same shall be then found as the first and of the premises of the premises of the premises of the premises of the time of the time of the time of the time of the premises the first time for the time of the time time of the time of time of the time of time of time of the time of the time of time of time of the time of tim

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covenants or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or dr mands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

- 21. Application of Income Received by Mortgagee. The Mortgagee in the exercise of the rights and powers hereinabove conferred upon it by paragraph 19 and paragraph 20 hereof shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:
  - (a) to the payment of the operating expenses of said property, including cost of management and icasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;
    - (b) to the payment of taxes and special assessments now due or which may be eafter become due on said premises;
  - (c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;
    - (d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.
- 22. Mortgugee's Right of Inspection. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 23. Late Charge, in the event the Mortgagee shall, from time to time, accept payment of any installment required on the Note and under this Mortgage which is in armans. Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments; p. ov. fed, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the Larosition of interest in excess of the maximum amount allowed by law.
- 24. Condemnation, Mort accordence with ordering assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the mortgaged property to ken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgage, and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plats and sheering as a submitted to and approved by Mortgagee. If the Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage and if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on and premises, provided Mortgagor is not then in default under this Mortgage. In the event Mortgagor is required or authorized, either by Mortgagee's elemon as atoresaid, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in parter p<sup>2</sup> of hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the ost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award, before being entitled to reimbusement out of the award. Any surplus inicial may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secure. In or by, Mortgagee shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as thoug
- 25. Release upon Payment and Discharge of Mortgagor's Oolige oo.'s. Mortgagee shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hareby and payment of a reasonable fee to Mortgagee for the preparation and execution of such release.
- 26. Giving of Notice. Any notice which either party hereto may desire only dequired to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagor at the mortgaged premises (dissignated by street address) or to the Mortgagoe, at its principal office in Chicago, Illinois to the attention of the office of the Vice President in charge of commercial multi-family real estate loans and specifying the loan number, or at such other place within the United States as any party hereto may by notice in serious designate as a place for service of notice, shall constitute service of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails.
- 27. Waiver of Defense. No action for the enforcement of the lien or of any provision bereof anal 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.
- 28. Waiver of Statutory Rights. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or bereafter enacted, in order to its ent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim the aigle or under it waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the Particle and agrees that any count having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. THE MORTGACOR MEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURI, FURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMIST AD BY THE PROVISIONS OF THE ILL INOIS STATUTES.
- 29. Mortgagee's Lien for Service Charges and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan to be secured bereby, all it a condance with the application and loan commitment issued in connection with this transaction.
- 30. Furnishing of Financial Statements to Mortgagee, Upon request, Mortgager shall furnish to Mortgagee, a semi-annual operating statement of income and expense of the mortgaged premises signed and certified by the Mortgager's beneficiary or beneficiaries.
- 31. Cumulative Rights, flach right, power and remortly herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.
- 32. Binding on Successors and Assigns. The lien of this Mortgage and all of the provisions and conditions contained aerein shall extend to and be binding upon all successors and assigns of the Mortgager. The word "Mortgager" when used herein shall include the successors and assigns of the Mortgager named herein, and the holder or holders, from time to time, of the Note secured hereby.
- 33. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are 1/3 to be construct as defining or limiting, in any way, the scape or intent of the provisions hereof.

THIS MORTGAGE is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and cathority conterted upon and vested in it is such Trustee (and had (Corporation) (Association)) hereby warmins that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in the Note contained shall be constitued as creating any liability on the said Mortgagor or on said (Corporation) (Association) personally to pay the Note or any interest that may accrue thereon, or any indebteshess accruing hereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provision) hereof, except the warminty hereinal ove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be concluded in language of a promise or covenant or agreement), all such liability, if any, being expressly weived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said (Corporation) (Association) personally are conferenced, the ligal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of (1) the premises hereby conveyed and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby createst, in the manner herein and in the Note provioed; (2) any other security given to secure said indebtedness; or (3) the personal liability of the guarantor, co-signor, surety or endoiser, if any.