

S-8091945 Special Search Dept.

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James H. Roth
 Diane F. Roth
 2128 N. Sedgwick, Unit 8
 Chicago, IL 60614

MORTGAGOR
 "I" includes each mortgagor above.

This instrument was prepared by
 Name of Lender: P. Miller, FOBB/A
 (Address) 777 Army Trail Rd., Addison, IL 60101

FIRST OAK BROOK BANK/ADDISON
 ADDISON, ILLINOIS 60101

MORTGAGEE
 "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, James H. Roth and Diane F. Roth, His Wife
 mortgage and warrant to you to secure the payment of the secured debt described below, on
 September 28, 1988, the real estate described below and all rights, easements, appurtenances, rents, leases and existing
 and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 2128 N. Sedgwick, Unit 8 Chicago Illinois 60614
 (Street) (City) (State) (Zip Code)

LEGAL DESCRIPTION:

(Exhibit A - See Attached)

PIN # ~~14-33-124-045~~
~~14-33-124-027 and 14-33-124-026~~

13.00

AFTER RECORDING RETURN TO:
 FIRST OAK BROOK BANK/ADDISON
 777 ARMY TRAIL ROAD
 ADDISON, ILLINOIS 60101

1988 SEP 29 PM 1:49

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BOOK 300

located in Cook County, Illinois.
 TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and
 assessments not yet due and Mortgage dated September 23, 1971 and recorded October 1, 1971
 as Document #21649346 in the original amount of \$45,000.00 to Talman Federal Savings
 and Loan Association of Chicago

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in
 this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you,
 under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

1

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be
 advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same
 extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated September 28, 1988, with initial annual interest rate of 10.50%.
 All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under
 the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage
 is executed.

The above obligation is due and payable on September 28, 1993 if not paid earlier.
 The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:
 Seventy-Five Thousand and No/100 Dollars (\$ 75,000.00)
 plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest
 on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.
 A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and
 made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.
 Commercial Construction

SIGNATURES:
 James H. Roth
 Diane F. Roth

ACKNOWLEDGMENT: STATE OF ILLINOIS, DuPage County ss:
 The foregoing instrument was acknowledged before me this 28th day of September, 1988
 by James H. Roth and Diane F. Roth, His Wife

Corporate or Partnership Acknowledgment of _____ (Name of Corporation or Partnership)
 on behalf of the corporation or partnership.

NOTARIAL SEAL
 Notary Public
 SYSTEMS, INC. ST. LOUIS, MO. 63101 FORM 10-22-88

Notary Public

ILLINOIS

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1. **Payments:** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and payment until the secured debt is paid in full.

2. **Claims against Title:** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. **Insurance:** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. **Property:** I will keep the property in good condition and make all repairs reasonably necessary.

5. **Expenses:** I agree to pay all your expenses, including reasonable attorney's fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay those amounts to you as provided in Covenant 10 of this mortgage.

6. **Default and Acceleration:** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any other remedy available to you, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.

7. **Assignment of Rents and Profits:** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I am not in default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorney's fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.

8. **Waiver of Homestead:** I hereby waive all right of homestead exemption in the property.

9. **Leaseholds; Condominiums; Planned Unit Developments:** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-law, or regulations of the condominium or planned unit development.

10. **Authority of Mortgagee to Perform Duties:** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any action on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not prejudice you from exercising any of your other rights under the law or this mortgage. Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment and I will pay in full at the interest rate in effect on the secured debt.

11. **Inspection:** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

12. **Condemnation:** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. **Waiver:** By exercising any remedy available to you, you do not give up your right to later consider, in an event, a default if it happens again. remedy, if I default, you do not waive your right to later use any other remedy. By not exercising any

14. **Joint and Several Liability; Co-signers and Assignors:** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only as mortgagee my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other change in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

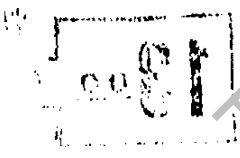
The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. **Notice:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

16. **Transfer of the Property or a Beneficial Interest in the Mortgage:** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgage is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

17. **Release:** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.



Property of [illegible]

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EXHIBIT "A"

Parcel 1:

That part of Lots 6 and 9, taken as a Tract described as follows:

Beginning at a point on the East line of Lot 9, 102.41 feet South of the Northeast corner of Lot 6; thence West at right angles to said East line of Lot 9, 46.00 feet; thence North at right angles to the last described course 2.00 feet; thence West at right angles to the last described course, 14.00 feet; thence South at right angles to the last described course, 2.00 feet; thence West at right angles to the last described course, 22.25 feet to the East line of the West 22.00 feet of said Lot 9; thence North along said East line of the West 22.00 feet of Lot 9; 18.17 feet to its intersection with a line drawn at right angles to the East line of Lot 9; from a point on said East line, 18.17 feet North of the place of beginning; (continued)

thence East along said right angle line 102.25 feet to the East line of Lot 9; thence South along the East line of Lot 9, 18.17 feet to the place of beginning (excepting therefrom the East 53.00 feet thereof)

ALSO

Parcel 2:

The South 10.00 feet of the North 81.66 feet of the West 22.00 feet, all being of Lots 6 and 9, taken as a Tract, in Thomas and Others Subdivision of Block 21 (except the North 366 feet of the West 188 1/4 feet of said Block 21) in Canal Trustees Subdivision in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian

ALSO

Parcel 3:

Easements for the benefit of Parcels 1 and 2 as set forth in Declaration of Covenants and Easements as shown on Plat attached thereto dated April 1, 1968 recorded April 16, 1968 as document 20460535 made by Harris Trust and Savings Bank, as Trustee under Trust No. 33140 and by declaration of Covenants and Easements dated April 24, 1968 recorded April 25, 1968 as document 20469873 made by Harris Trust and Savings Bank, as Trustee under Trust No. 33140 for ingress and egress, all in Cook County, Illinois.

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