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BOX 333-CC

WHEN RECORDED MAIL TO:

RIVER FOREST STATE BANK AND TRUST COMPANY 7727 West Lake Street River Forest, Illinois 60305 ATTN: Real Estate Department

Space Above This Line For Recorder's Use

RIVER FOREST STATE BANK AND TRUST COMPANY
7727 West Lake Street
River Forest, Illinois 60305

1500

#### MORTGAGE

NOTICE TO BORROWER: THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

TP.S MORTGAGE made this 20th day of October, 1988, between MARILYN T. MILLER, a wido v, of 1028 Monroe, River Forest, Illinois, 60305, (hereinafter referred to as "Mortgagor") and the RIVER FOREST STATE BANK AND TRUST COMPANY, (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of ONE HUNDRED NINETY-SEVEN' THOUSAND NINE HUNDRED DOLLARS (\$197,900.00) which indebtedness is evidenced by 'nortgagor's Note dated October 20, 1988, (herein referred to as the "Note"),

WHEREAS, the Note provides for interest to be charged on the balance of principal remaining from time to time outstanding at a rate which shall be adjusted at intervals of twelve months. The initial interest rate charged under the Note for the first twelve months shall be eight and ninety one hundredths percent (8 90%). During the remaining term of the Note, interest shall be charged on the balance of principal remaining from time to time outstanding at a rate equal to three percent (3.00%) above the weekly average yield on United States Treasury Securities adjusted to a constant maturity of ore year; and

WHEREAS, the Note provides for initial monthly installments of ONE THOUSAND SIX HUNDRED THIRTY-FIVE AND ELEVEN ONE HUNDREDTHS DOLLARS (\$1,635.11) on the first day of each month commencing with Novembe. 1, 1988 with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 1998.

NOW, THEREFORE, the Mortgagor, to secure the payment of the Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant, and convey to Mortgagee the following described real estate located in the County of Cook State of Illinois:

PARCEL I:

THE WEST 21.16 FEET OF LOT 14 IN GARIBALDI SQUARE SUBDIVISION, BEING A SUBDIVISION OF PARTS OF BLOCKS 40 AND 41 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS ONE AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 88065290 IN COOK COUNTY, ILLINOIS.

18 H S. LAFLIN St. Chicago spee 6.607
This instrument was prepared by:

Claude E. L'Heureux, Assistant Vice President River Forest State Bank and Trust Company 7727 West Lake Street River Forest, Illinois 60305 17-17-3.2 -028 - 0000

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REVER PORCST STATE BANK AND TRUST COMPANY 7727 West Lake Street Cher Porest, Illinois 66305 A FN's Real Estate Department

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MORTARE

THE MAY RESULT IN LOWER PAYMENTS.

1913 J.C. J.C. J.C.A.C.M. anido this Jun. day of October, 1972, Sylween SIARILYM T. All. 1828, a video, p. 1813 James, River Forest, Himeley, 8030 M. Arrinalter, released to an "Strategy, gord) and the tilvest Tokkin Tokkin Shall Shall Shall Colors COMPANY, (Percinalizer of the telephone). aftingoganatal as af olimon s

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> The same of the sa This instrument was prepared by:

Classic G. Litteurons, Assignant Vice freshdons River Forces State Book and Trues Convency 7/27-West-Late Stract Wiver Forcel, Illinois 60203

## UNOFFICIAL CORY . . .

P.I.N.: 17-17-302-028-0000

Which has the address of 618G South Laflin Court, Chicago, Illinois 60609 (herein referred to as "Property Address").

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing together with said property (or the leasehold estate if the Mortgage is on a leasehold) are herein referred to as the "Premises".

Mortgagor convenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

#### IT IS FURTHER UNDERSTOOD THAT:

- 1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.
- 2. In addition, the Mortgagor shall:
  - (a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
  - (b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish the Mortgagee, upon request, with the original and duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
  - (c) Keep the improvements now existing or bereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies or monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and complomise, in its discretion, all claims thereunder and the Mortgagor agrees to sign upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least ten (10) days before such insurance shall expir All policies shall provide further that Mortgagee shall receive ten (10) days noti prior to cancellation.
  - (d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

1900-820-202-31-71 1.7.1.4

White has the address of Staff South Laffly Court, Chicago, Ulinois 69699 (harein referred to as the party Athless)).

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- (e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof.
- (f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.
- (g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.
- (h) Comply with the provisions of any lease if this Mortgage is on a leasehold.
- (i) Pay the premiums for any life, disability or other insurance if Mortgagor shall procure contracts of insurance upon his life and disability insurance making the Mortgagee assignee thereunder. In such event and upon failure of Mortgagor to pay the aforesaid premiums, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this Mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.
- (i) In the event this Mortgage is on a unit in a condominium, perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium, the By-laws and regulations of the condominium and the constituent documents.
- Any sale, con evance, or transfer of any right, title or interest in the premises or any portion the est or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder or account of which the holder of the Note secured hereby may declare the entire inceptedness evidenced by said Note to be immediately due and payable and foreclose this Nortgage immediately or at any time such default occurs.

4.

- In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property, including but not inited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenented; the Mortgagee may also do any act it may drem necessary to protect the lien hereof; and the Mortgagor will repay upon demand any monies paid or disbursed; including reasonable attorney's fees and expenses, by the Mortgagee for any of the above purposes and such monies together with inferest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said Franises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgage to advance any monies 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 nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this mortgage.
- Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note 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 the Premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements purchase of another unit, or otherwise) imposed by any condominium, townhouse cooperative or similar owner's group, then and in any of said events, the Mortgagee is hereby authorized and empowered, as 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,

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(f) when matter or permit any unlawful use of or say nuisance to exist on said. Breakse nor to dinimish our impair its value by any act or emission to asset of filling.

(c) Comply with all requirements of law or analogal ordicances with respect to the Premius and the use thereof.

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whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any monies of the Mortgagor held by the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises enmasse without offering of the several parts separately.

- Upon the 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 him, and without regard to the solvency of the Mortgagor or 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 foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefore in personam or not, and 14 a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or no, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Francises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of twenty (20%) percent per annum, or if said rate of interest is higher than permitted by state law, then to the highest rate permitted by state law, which may be paid or incurred by or in behalf of the Mortgagee for attorneys' fees, applaiser's fees, court costs and costs (which may be estimated as to include items to be expended after the entry of the decree) and of procuring all such data with respect to tile as Mortgagee may reasonably deem necessary either to prosecute such suit 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 her in provided shall be immediately due and payable by the Mortgagor in connection v(t) (a) any proceeding, including a probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note here's secured; or (b) preparations for the commencement of any suit for the force sure hereof after the accrual of the right to foreclose, whether or not actually confinenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there sign first 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 fue 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 to the application of the purchase money.
- Extension of the time for payment or modification or a nonization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.
- 8. Any forebearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.
- 9. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
- 10. The covenants contained herein shall bind and the rights hereunder shall inure to the respective successors and assigns of Mortgagee and Mortgagor subject to the

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provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.

- Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.
- 12. Upon payment of all sums secured by this Mortgage, Mortgagee shall release Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordations of any documentation necessary to release this mortgage.
- Mortgagor hereby waives all right of homestead exemption in the Premises and grants to Mortgagee the right to inspect the Premises at all reasonable times and facess thereto shall be permitted for that purpose.
- 14. Moregagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and confect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.
- 15. If the Mortgagor is a corporation, the Mortgagor hereby waives any and all rights of redemption from cale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.
- This Mortgage shall be soverned by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision of the remaining provisions of this Mortgage.
- 17. It is the intent hereof to secure payment of the Note.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at River Forest, Illinois.

x March In	When	0
Marilyn T. Miller		
STATE OF ILLINOIS )  OUNTY OF COOK )	COOK COUNTY, ILLINOIS FILED FOR RECORD	88484211
,	Public in and for said County	in the State aforesaid D

I, the Undersigned, a Notary Public in and for, said County, in the State aforesaid, DO HEREBY CERTIFY THAT: Marilyn T. Miller personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instruments as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the Right of Homestead.

GIVEN under my hand and notarial seal, this 20+10 day o	1 October, 1988.
NOTARY PUBLIC	
NOTARY PUBLIC	
My Commission Expires 10/08/90.	"OFFICIAL SEAL" Nancy Pagano Notary Public, State of Illinois My Commission Emisson 10/28/90
	E. Carlotte

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