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THIS INSTRUMENT WAS PREPARED BY:

Glynis Glover
One South Dearborn Street
Chicago, IL 60603

--88-527307

TRUSTEE MORTGAGE

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 5000)

LOAN#: 001049857

THIS INSTRUMENT made October 25, 19 88, by and between
COMMUNITY SAVINGS BANK

(an Illinois corporation) (a ~~corporation~~), not personally, but as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said (corporation) (association) in pursuance of Trust Agreement dated OCTOBER 21, 1988 and known as Trust No. LT-233, herein referred to as "Mortgagor", and **Citicorp Savings of Illinois**, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, or its successors and assigns, herein referred to as "Mortgagee", WITNESSETH:

THAT, WHEREAS Mortgagee, has concurrently herewith executed and delivered a promissory note bearing even date herewith ("Note") in the principal sum of TWO HUNDRED NINETY SIX THOUSAND AND 00/100

DOLLARS (\$ 296,000.00), made payable to the order of the Mortgagee in and by which the Mortgagor promises to pay out of that portion of the trust estate subject to said Trust 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 Citicorp Savings of Illinois.

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 (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, ~~WARRANT~~, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its successors and assigns, the following described real estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook, and State of Illinois, to-wit:

LOTS 41 AND 42 IN BLOCK 1 IN PURVIS' ADDITION TO EDGEWATER, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. # 14-05-327-013

more commonly known as:
5652-62 North Wayne, Chicago, IL 60660

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, and all 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, stoves 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

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Property of Cook County Clerk's Office

21. **Application of Income Received by Mortgagee.** The Mortgagee in the exercise of the rights and powers hereinbefore conferred upon it by paragraph 18 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 fees and bearing thereof (which shall include commissions and other compensation and expenses of working and property, if management be delegated to an agent or agents, and shall also include taxes any, and premiums on insurance hereinbefore authorized);
- (b) to the payment of all taxes and special assessments now due or which may hereafter become due on said premises;
- (c) to the payment of all repairs, decorating, renewals, replacements, additions, betterments, and improvements of said premises, including the cost from time to time of repairing or replacing refrigeration and gas or electric stoves, closets, and of placing and 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. **Mortgagee'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 arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments; provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

24. **Condemnation.** Mortgagee hereby assigns, transfers and conveys unto Mortgagee the entire proceeds of any award or any claim for damages for any of the mortgage property, whether taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in payment of the indebtedness secured hereby, whether due or not, or to require Mortgagee to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagee for the cost of the rebuilding or restoration or improvements on and premises, in accordance with the plan and specifications to be submitted and approved by Mortgagee. If the Mortgagee is obligated to restore or replace the damaged or destroyed building or improvement under the terms of any lease or leases which are or may be prior to the time of this Mortgage and if such taking does not result in a total destruction or termination of each lease, the award shall be used to reimburse Mortgagee for the cost of the rebuilding or restoration of building or improvement of said premises, provided Mortgagee is not then in default under this Mortgage. In the event Mortgagee is required or authorized, either by Mortgagee's election as aforesaid, 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 for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award and which may remain out of the award shall, on the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagee had elected at the time of such application of proceeds for if Mortgagee then has no such election, at the first succeeding date on which Mortgagee could so elect) to prepay the indebtedness in accordance with the terms of the Note secured hereby.

25. **Release upon Payment and Discharge of Mortgagee's Obligations.** Mortgagee shall release this mortgage and the lien thereby proper and available to the party importing same in an action at law upon the Note, hereby secured.

27. **Waiver of Defense.** 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 importing same in an action at law upon the Note, hereby secured.

28. **Waiver of Statutory Rights.** Mortgagee shall not and will not apply for or seek relief of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Law", now existing or hereafter enacted, in order to prevent or hinder the enforcement of the lien of this Mortgage, but hereby waives the benefit of such laws. Mortgagee for itself and all who may claim through or under it waives any and all right to have jurisdiction to foreclose such lien may order the mortgaged property marshaled upon any foreclosure of the lien hereby and agrees that any court having the property and wishes comprising the mortgaged property hereby marshaled upon any foreclosure of the lien hereby and agrees that any court having GRANTED, ON BEHALF OF THE MORTGAGOR, THE TRUSTEES AND ALL PERSONS BEING LEGALLY INTERESTED HEREIN SUBSEQUENT 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 PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATES.

29. **Mortgagee's Lien for Service Charges and Expenses.** At all times, regardless of whether any loan proceeds have been disbursed, this Mortgagee 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 this transaction.

30. **furnishing of Financial Statements to Mortgagee.** Upon request, Mortgagee shall furnish to Mortgagee, a semi-annual operating statement of income and expense of the mortgaged premises signed and certified by the Mortgagee's beneficiary or beneficiary.

31. **Cumulative Rights.** Each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee named herein, and the holder or holder of the Note secured hereby.

32. **Binding on Successors and Assigns.** The lien of this Mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all successors and assigns of the Mortgagee. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holder of the Note secured hereby.

33. **Capitons.** The capitions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

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Box 165

TRUSTEE MORTGAGE

Citycorp Savings of Illinois
Federal Savings and Loan Association

Upon Property Located at:
5652-62 North Wayne
Chicago, Il 60660

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 5000)

Property of Cook County Clerk
88-527307

CITYCORP SAVINGS FORM 3693A PAGE 6

My Commission Expires Mar. 13, 1989

My Commission Expires:

GIVEN under my hand and Notarial Seal this 3rd day of November, 1988

I, Mary L. Pliske, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that Dane H. Cleveland, Denise S. Walek, Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and in the free and voluntary act of said (Corporation), as Trustee as aforesaid, for the use and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that (he) (she), as custodian of the said (Corporation) and of said (Corporation) (Association), did affix the corporate seal of said instrument to said instrument as (his) (her) own free and voluntary act and in the free and voluntary act of said (Corporation), as Trustee as aforesaid, for the use and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS:)

IN Assistant Secretary

ATTEST
Denise S. Walek

not personally, but as Trustee as aforesaid

By *Dane H. Cleveland*
Vice President

COMMUNITY SAVINGS BANK

IN WITNESS WHEREOF, I, Trustee as aforesaid, has caused these presents to be signed by its notary and its corporate seal to be hereunto affixed and attested by its this 25th day of October 1988

COMMUNITY SAVINGS BANK

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