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MORTGAGE

Illinois Residential Property

\$16.00

This Mortgage is made this 15th day of fabruary , 1985,

between American National Bank & Trust Company of Chicago as Trustee under Trust

dated 1/12/88, known as Trust #104430-00 (hereinafter called "Mortgagor") and Mollon Bank, N. Λ.

(hereinafter called "Mortgagee"). As used herein, the term "Mortgagor" refers individually and collectively to all Mortgagors, and all such persons shall be jointly and severally bound by the terms hereof.

Whereas, _ary W. Ekstrom and Janice E. Ekstrom and American National Bank & Trust Compary of Chicago as Trustee under Trust dated 1/12/88 known as Truste #104430-00 individually and collectively called "Borrower") (%) (are) indebted to Mortgagee in the principal sum of One Hundred Fifty Thousand and no/100----- Dollars (\$ 150,000.00) evidenced by a note, contract, or letter of credit application ("the Note") dated __February 4 _____, 19 88 ;

To secure the payment of all sums due or which may come due under the Note and any and all extensions or enswals thereof in whole or in part (all of which is hereinafter called the 'Obligation'), and to secure performance of all obligations under the Note and this Mortgage, Mortgagor by these presents, intending to be legally bound, does grant, bargain, sell, mortgage, and warrant unto Mortgagee and its successors and assigns all that certain property situated

in <u>Cook</u> County, Illinois, and more particularly described in Exhibit "A", attached here's and made a part hereof, hereby releasing and waiving all rights under aid by virtue of the homestead exemption laws of this state;

Together with All the buildings and improvements now or hereafter erected thereon, the privileges and appurtenances thereun to belonging, and the reversions and remainders, rents, issues, and profits thereof (all of which is hereinafter called the "Mortgaged Property");

To Have And To Hold the same unto Mortgagee and its successors and assigns, Forever.

Provided, However, upon payment in full of the Obligation, the estate hereby granted shall be discharged.

Mortgagor represents, warrants, covenants, and agrees that:

First: Mortgagor will keep and perform all the covenants and agreements contained herein.

Second: Without prior written consent of Mortgagee, Mortgagor shall not cause \ or permit legal or equitable title to all or part of the Mortgaged Property to become vested in any other person or entity by sale, by operation of law, or in any other manner, whether voluntarily or involuntarily.

Third: Mortgagor warrants that Mortgagor owns the fee simple title to the Mortgaged Property free and clear of all liens, claims, and encumbrances except those that are of record as of the date hereof and as otherwise permitted by Mortgagee in writing. Mortgagor convenants that the Mortgaged Property shall continue to be held free and clear of all liens, claims, and encumbrances except as otherwise permitted above or expressly permitted by Mortgagee in writing.

This instrument prepared by and shall be returned to Marcia Walsh, Mellon Bank, Custom Banking Division, 3 Mellon Bank Center, Pittsburg, Pa. 15257-"0003

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Fourth: Mortgagor will pay when due all taxes, assessments, levies, and other charges on or against the Mortgaged Property which may attain priority over the lien of this Mortgage. If Mortgager fails to do so, Mortgagee at its sole option may elect to pay such taxes, assessments, levies, or other charges. Mortgagee's request, Mortgagor shall deliver written evidence of all such payments to Mortgagee.

Fifth: Mortgagor shall keep the Mortgaged Property in good repair, excepting only reasonable wear and tear. Mortgagor will permit Mortgagee's authorized representatives to enter upon the Mortgaged Property for the purpose of inspecting the condition of the Mortgaged Property at any reasonable time after notice is given to Mortgagor. Without the written consent of Mortgagee, Mortgagor will not permit removal or demolition of improvements now or hereafter erected on the Mortgaged Property, nor will Mortgagor permit waste of the Mortgaged Property or alteration of improvements now or hereafter erected on the Mortgaged Property which would adversely affect its market value as determined by Mrrtjagee.

Sixth: Mortgagor shall keep the Mortgaged Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Mortgagee shall require, in such amounts as Mortgagee shall require. Mortgagor will purchase flood insurance as and to the extent required by Mortgagee. The insurer or insurers will be chosen by Mortgagor, subject to approval by Mortgagee; and approval shall not be unreasonably withheld. All insurance policies shall contain loss payable clauses in favor of Mortgagee and shall be cancelable by the insurer only after prior written notice by the insurer to Mortgagee. Mortgager shall deliver written evidence of all such insurance to Mortgreen.

If Mortgagor fails to obtain and keep in force any required insurance or fails to pay the premiums on such insurance, Mortgagee at its sole option may elect to do so. In the event of loss, ortgagor shall give prompt notice to the insurer and Mortgagee. Mortgagee at its option may elect to make proof of loss if Mortgagor does not do so promptly, and to take any action it deems necessary to preserve Mortgagor's or Mortgagee or lights under any insurance policy.

Subject to the rights of the holders of any prior mortgage, insurance proceeds shall be applied to restoration or repair of the Mortgaged Property or to reduction of the Obligation, as Mortgagee may determine in its sole discretion. Mortgager hereby appoints Mortgagee and its successors and assigns as Mortgagor's attorney-in-fact to endorse Mortgagor's name to any draft or check which may be payable to Mortgagor in order to collect such insurance proceeds.

Seventh: Mortgagor hereby agrees to repay to Mortgages on demand all sums which Mortgagee has elected to pay under Paragraphs Fifth and/or Seventh, and all such sums, until repaid to Mortgagee, shall be a part of the Obligation and shall bear interest at the highest rate permitted by law (but not exceeding the contractual rate or rates of interest applicable to the Obligation by the terms of the Note).

Eighth: Subject to the rights of the holders of any prior mortage, Mortgagor of hereby assigns to Mortgagee, as further security for the Obligation all proceeds of any award in connection with any condemnation or other taking of the Mortgaged Property or any part thereof, or payment for conveyance in lieu of condemnation.

Ninth: If the Mortgaged Property or any portion thereof consists of a unit in condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or convenants creating or governing the condominium or planned unit development, the by-laws, rules, and regulations of the condominium or planned unit development, and related documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded with this Mortgage, the covenants and agreements of such rider shall be incorporated herein as if the rider were a part hereof.

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Tenth: In order to further secure Mortgagee in the event of default in the payment of the Obligation or in the performance by Mortgagor of any of the covenants, conditions, or agreements contained herein, Mortgagor hereby assigns and transfers to Mortgagee and its successors and assigns any and all leases on the Mortgaged Property or any part thereof, now existing or which may hereafter be made at any time, together with any and all rents, issues, and profits arising from the Mortgaged Property under said leases or otherwise. Mortgagee shall have no obligation to perform or discharge any duty or liability under such leases, but shall have full authorization to collect all rents under the leases or otherwise, and to take any action, including legal action, it deems necessary to preserve Mortgagor's or Mortgagee's rights under such leases. Mortgagor shall not collect any rent in advance of the date it is due.

Eleventh: In the event that (a) any warranty, covenant, or agreement contained herein is breached; (b) any representation or warranty contained herein of otherwise made by any Mortgagor in connection with this Mortgage proves to be false or misleading; (c) any default occurs under the terms of the Note or any agreement evidencing, securing, or otherwise executed and delivered of any Borrower or Mortgagor in connection with the Obligation; (d) any default occurs under the terms of any other mortgage or other instrument creating a liet on the Mortgaged Property; (e) a holder of any lien encumbering the Mortgaged Property or any portion thereof (whether such lien is junior or superior to the lien of this Mortgage) commences a foreclosure or any other proceeding to execute on such lien; (f) any Mortgagor becomes insolvent or makes in essignment for the benefit of creditors; or (g) any action, petition, or other proceeding is filed or commenced under any state or federal bankruptcy or insolvency law, by Mortgagor or anyone else, regarding the assets of Mortgagor; then, in addition to exercising any rights which Mortgagee may have under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Obligation or which are otherwise provided by law, Mortgagee may foreclose upon the Mortgaged Property by appropriate legal proceedings and sell the Mortgaged Property for the collection of the amounts secured hereby, costs of suit, and an attorney's commission equal to the lesser of (a) 20% of the amount due or \$500,00, whichever is greater, or (b) the maximum amount permitted by law. Mortgagor waives all exemptions from levy on and rale of the Mortgaged Property or any part thereof.

Twelfth: The rights and remedies of Mortgages provided herein, in the Note, or in any other agreement securing repayment of, or relating to, any portion of the Obligation, or otherwise provided by law shall be cumulative and may be pursued singly, concurrently, or successively for Mortgages's sole discretion, and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event by construed as a waiver or release of the same.

Thirteenth: Mortgagee, without notice to Mortgagor, may deal with the Coligation and any collateral security therefor in such manner as Mortgagee may deem advisable and may accept partial payment for or settle, release, or compromise the Coligation, may substitute or release any collateral security, and may release and discharge from liability any Borrower, all without impairing the estate granted hereby or the obligations of Mortgagor nereunder.

Fourtheenth: Unless otherwise required by law, notices shall be furnished by certified or registered mail to the adresses shown below or otherwise designated by Mortgagor or Mortgagee from time to time, and shall be effective when in the U.S. Mail.

Fifteenth: The covenants, conditions, and agreements contained herein shall bind the heirs, personal representatives, and successors of Mortgagor, and the rights and privileges contained herein shall inure to the successors and assigns of Mortgagee.

Sixteenth: This Mortgage shall be governed in all respects by the laws of Illinois. If any provision hereof shall for any reason by held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

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The terms and conditions contained in this instrument to the centrary notwill standing this instrument is subject to the provisions of the Trustea's Exculpatory Rider attached herein and, made a part hereof.

'	SIGNATURES		
•	Signed the day and year first above wri AMERICAN NATIONAL BANK & TRUST COMPANY UNDER TRUST DATED 1/12/88, KNOWN AS TR	OF CHICAGO AS TRUSTER	
	Mortgagor ////	Address 33 N (ASALLE	
By,	: X (Seal)	Chengo, IL 60690	
	VICE PREMIMENT	Chungo, IL 60690 City, State, and Zip Code	
	Mortgagor	Address	
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	ASSISTANT MONITARY	oney, outside, and hip code	
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America indebted expression bolders the pay:	this Mortgage is executed by the American National Bank and T d in the exercise of the power and authority conferred upon and vested company of Chicago, here by warrants that it possesses full power and a diagreed that nothing he cire in said note contained shall be common National Bank and Trus' Company of Chicago personally to pay dness accreting hereunder, or owner form any coverant either expressly waived by Mortgager and by every person now or hereafter claiming its successors and said America. Authoral Bank and Trust Composition to the motion and the owner or owners of any indebtedness according but the trust Composition of the property of the parameter. It any	the sald note or any interest that may accrue thereon, or any s or implied herein contained, all such liability, if any, being agency eight or security hereunder, and that so far as the First sany of Chicago personally are concerned, the legal holder or ecounder shall look solely to the premises hereby conveyed for anner herein and in said note provided or by action to enforce	
sald, ha affixed :	N WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST Consect these presents to be signed by one of P. Vicu-Presidents, or Annal attested by its Assistant Secretary, the day and year first above v	m i i i i i i i i i i i i i i i i i i i	
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	to do so, executed the foregoing instrum	ent on behalf of said	
	American Hational Bank and Trust Com-	pany of Chicugo	
	for the purpose therein contained. In t	estimony whereof, I have hereunto sub-	00
	scribed my name.	•	696000
	My Commission Expires:	Notary Public:	7.60
****	"OFFICIAL SEAL" Karen E. Burns	* Jan Form	_ _
-	My Commission Expires 8/27/90		

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Katen E. Butns
Notary Public, State of Illinois
My Commission Expires 8127/90 ********* My Comitasion Expires: scribed my name. for the purpose therein contained. In testimony whereof, I have hereunto subenverteen itakonal Ranh and Trust Company of Chicago to do so, executed the foregoing instrument on behalf of said perud suchorized ge anch Alge President and that of $\mathit{Nnextcan}_{\mathsf{N}} \mathit{National}$ Bank a Trust $\mathit{Company}$ of $\mathit{Chicago}_{\mathsf{v}}$ a VICE PRESIDEAL က်သည်လေ vcknowledge 'who being duly sworn, did T. MICHARD WHIRLARY 1988 before me personally came ςυλ ο_ξ On the _ 'FEB 0 4 1988 County of Cook State of Illinois Seeses Production (Ochor Chan Individuals) Custom Banking Divison, Three Mellon Bank Center, Pittsburgh, PA 12229 ADDRESS OF MORT WORE CTEY, State, and Zip Code (ZeeT) Address CTEY, State, and Zip Code (2637)

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EXHIBIT A

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LOT 3 CARBERRY CIRCLE, INVERNESS. IZ.

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