COOK COUNTY, ILLINOIS
FILED FOR RECORD
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MORTGAGE

Illinois Residential Property

$16.00

This Mortgage is made this 1st day of February, 1988,

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 Mellon Bank, N. A. (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, Larry W. Ekstrom and Janice E. Ekstrom and American National Bank & Trust Company of Chicago as Trustee under Trust dated 1/12/88 known as Trust #104430-00 (hereinafter individually and collectively called "Borrower") (~~is~~) (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 renewals 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 Cook County, Illinois, and more particularly described in Exhibit "A", attached hereto and made a part hereof, hereby releasing and waiving all rights under and 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 thereunto 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. 15259-0003

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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 Mortgagor fails to do so, Mortgagee at its sole option may elect to pay such taxes, assessments, levies, or other charges. At 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 Mortgagee.

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. Mortgagor shall deliver written evidence of all such insurance to Mortgagee.

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, Mortgagor 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's rights 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. Mortgagor 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 Mortgagee 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 mortgage, Mortgagor 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.

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 or 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 by 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 lien 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 an assignment 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 sale of the Mortgaged Property or any part thereof.

Twelfth: The rights and remedies of Mortgagee 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 at Mortgagee'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 be construed as a waiver or release of the same.

Thirteenth: Mortgagee, without notice to Mortgagor, may deal with the Obligation 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 Obligation, 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 hereunder.

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.

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.

SIGNATURES

Signed the day and year first above written:
AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO AS TRUSTEE
UNDER TRUST DATED 1/12/88, KNOWN AS TRUST #104430-00

Mortgagor

By: X (Seal)

VICE PRESIDENT

Address 33 N LASALLE
CHICAGO, IL 60690
City, State, and Zip Code

Mortgagor

X (Seal)

ASSISTANT SECRETARY

Address
"
City, State, and Zip Code

Mortgagor

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First-Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created; in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally,

By ..... Vice President

ATTEST ..... Assistant Secretary

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, KAREN E. BURNS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that J. MICHAEL WHELAN Peter H. Johanson Vice President of the *AMERICAN NATIONAL BANK AND TRUST COMPANY* OF CHICAGO, and Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and 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 as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Karen E. Burns
Notary Public, State of Illinois
My Commission Expires 8/27/90

GIVEN under my hand and notarial seal this 4 day of April A.D. 19 88

Notary Public

Form 1300

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of American National Bank & Trust Company of Chicago, a _____,
and that _____ as such VICE PRESIDENT, being authorized
to do so, executed the foregoing instrument on behalf of said _____
American National Bank and Trust Company of Chicago
for the purpose therein contained. In testimony whereof, I have hereunto subscribed my name.

My Commission Expires: _____ Notary Public:

X

"OFFICIAL SEAL"
Karen E. Burns
Notary Public, State of Illinois
My Commission Expires 8/27/90

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Mortgagor _____ Address _____

X _____ (Seal) City, State, and Zip Code _____

Mortgagor _____ Address _____

X _____ (Seal) City, State, and Zip Code _____

ADDRESS OF MORTGAGEE

Custom Banking Division, Three Mellon Bank Center, Pittsburgh, PA 15259

NOTARIZATION (Other than Individuals)

State of Illinois

County of Cook

On the _____ day of FEB 04 1988, 1988, before me personally came J. MICHAEL WHELANY, who being duly sworn, did acknowledge _____ to be a VICE PRESIDENT of American National Bank & Trust Company of Chicago, a _____, and that _____ as such VICE PRESIDENT, being authorized to do so, executed the foregoing instrument on behalf of said American National Bank and Trust Company of Chicago for the purpose therein contained. In testimony whereof, I have hereunto subscribed my name.

My Commission Expires: _____ Notary Public: x _____

"OFFICIAL SEAL"
Karen E. Burns
Notary Public, State of Illinois
My Commission Expires 8/27/90

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EXHIBIT A

LOT 3 IN ARTHUR T. MCINTOSH AND COMPANY'S MUIRFIELD OF INVERNESS UNIT NO. TWO, BEING A SUBDIVISION IN SECTIONS 7 AND 8, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 1983 AS DOCUMENT NUMBER 26525380, IN COOK COUNTY, ILLINOIS.

P.I.N. 02-07-402-005 H BO

LOT 3 CARBERRY CIRCLE, INVERNESS, IL.