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ADD-ON

RES-5/84

THIS IS A 2nd MORTGAGE

This instrument was prepared by:

Maurice J. Ostermoler

(Name)

106 E. Irving Park Road

(Address)

Roselle, Illinois 60172

88057200

MORTGAGE

THIS MORTGAGE is dated as of January 28, 19 88, and is between Maurice C. Sax and Karin E. Sax, his wife
(not personally, but as Trustee under a Trust Agreement made and entered into by and between the above named parties from time to time) ("Mortgagor") and HARRIS BANK ROSELLE, an Illinois Banking Corporation, 108 East Irving Park Road, Roselle, Illinois 60172, and its successors and assigns ("Mortgagee").

WITNESSETH:

Mortgagor has executed an Installment Note dated as of the date of this Mortgage, payable to the order of the Mortgagee ("Note") in the amount of \$ 19,812.00, payable in 59 monthly installments of \$ 330.31 each or more, and a final installment of 330.31 beginning on March 2, 19 88, and continuing on the same day of each successive month thereafter until the Note is paid in full. The Note also provides that the Mortgagor shall pay a late charge on each installment which is late for a period of not less than 10 days of \$5.00 or 5% of the installment, whichever is less. The terms and provisions of the Note are hereby incorporated by reference herein.

To secure payment of the indebtedness evidenced by the Note and the hereinafter defined Liabilities, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the following described real estate located in Cook County, Illinois:

Lot 18, except the East 42.46 feet, Lot 17, and the East 17.46 feet of Lot 16 in Block 7 in Boeger Estates Addition to Roselle, being a subdivision of the South 1/4 of the Southwest 1/4 of Section 34, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 07-34-326-036 TP ALL

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which has the address of 136 W. Schrelber, Roselle, Illinois 60172
(Street) (State and Zip Code) (herein "Property Address"); Property Tax No. 07-34-326-036

which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of furniture, fixtures, apparatus, machinery and equipment, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on the Premises or hereafter erected, installed or placed on or in the Premises, or whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities as between the parties hereto and all persons claiming by, through or under them.

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6 FEB 23 9:35

Mail to:
HARRIS BANK ROSELLE
Mortgage Loan Dept.
P.O. Box 72200
Roselle, IL 60172

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14.00

FEB-8-88 03-9-4-6 8057200 - P Rec

My Commission Expires:

STATE OF ILLINOIS
County as: _____
I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of said corporation, personally and _____ known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ of said corporation, personally delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said _____ did also sign and there acknowledged as custodian of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instrument as Trustee, for the uses and purposes therein set forth. Given under my hand and notarial seal, this _____ day of _____, 19 _____.

My Commission expires:

STATE OF ILLINOIS
County as: _____
I, _____ a Notary Public in and for said County and state, do hereby certify that _____ the undersigned _____ Maurice C. Sax and Karlina E. Sax, his wife, are personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the _____ a grand and delivered the said instrument as _____ free and voluntary act, for the uses and purposes herein set forth. Given under my hand and official seal, this _____ 28th day of _____, 19 _____.

By: _____
By: _____
Trust No. _____ AND NOT PERSONALLY
As Trustee Under A Trust Agreement Dated _____ and known as _____

21. In the event this mortgage is executed by a corporate [and trustee, then this mortgage is executed by the undersigned, not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, it is payable only out of the trust estate which in part is securing the payment thereof and through enforcement of the provisions of any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because or in respect of this mortgage or the making, issue or transfer thereof, all such personal liability of said Trustee, if any, being expressly waived in any manner.
22. This mortgage has been made, executed and delivered to Mortgagee in Roselle, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this mortgage.
WITNESS the hand and seal of Mortgagee the day and year set forth above.
Maurice C. Sax
Karlina E. Sax
Maurice C. Sax

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11. "Liabilities" means all obligations of Mortgagee for payment of any and all amounts due under the Note, this Mortgage and of any indebtedness, or contractual duty of every kind and nature of Mortgagee or any guarantor, joint or several, now or hereafter, due or to become due and arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter, due or to become due and however owned, held or acquired, whether through disbursement, overdraft, purchase, direct loan or as collateral, or otherwise. Liabilities also include all costs of collection, legal expenses and attorneys' fees incurred or payable by Mortgagee in connection with the collection or enforcement of the Note, any guaranty of the Note, or any other indebtedness of Mortgagee or any guarantor of the Note, including all of the indebtedness or contractual duties of partnership, notwithstanding the foregoing, in no event shall the lien of this Mortgage secure outstanding liabilities in excess of 150% of the original stated principal amount of the Note and this Mortgage.

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, real estate, or grant by Mortgagee of any encumbrance of any kind, conveyance, contract to sell, or transfer of the Premises, or any part thereof, or any interest or ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

9. Upon Default, at the sole option of Mortgagee, the Note and any other Liabilities shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other goods, including the disposition of the Premises. The term "Default" when used in this Mortgage means any one or more of the events, conditions or acts defined as a "Default" in the Note, including but not limited to the failure of Mortgagee to comply with or to perform any representation, warranty, term, condition, covenant or agreement contained in this Mortgage, the Note or any instrument securing any Liabilities.

8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or lien or claim thereon.

7. Upon Default by Mortgagee hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or claim against the Premises or real estate from any tax rate or forfeiture or other lien or claim against the Premises or real estate or other lien or claim against the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises or the lien hereon, plus reasonable compensation to Mortgagee for each minor action which action therein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagee.

6. Mortgagee shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Where Mortgagee is required by law to have the loan evidenced by the Note insured, Mortgagee shall also keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Each insurance policy shall be for an amount sufficient to pay the cost of replacing or repairing the buildings and improvements on the Premises, and in no event less than the principal amount of the Note; all policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a waiver of subrogation, including additional and removal policies, to Mortgagee. In case of insurance about to expire, Mortgagee shall deliver all insurance policies, including additional and removal policies, to Mortgagee, in case of insurance about to expire, Mortgagee shall deliver to Mortgagee some written policies not less than ten days prior to the respective dates of expiration.

5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right and remedy of Mortgagee with respect to this Mortgage shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omission to exercise, any remedy or right accruing on Default shall constitute any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

4. Any award of damage resulting from condemnation proceedings, exercises of the power of eminent domain, or the taking of the Premises for public use are hereby in full payment, assigned and shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, after the payment of all of the expenses, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf of Mortgagee, to execute and deliver and to apportion any and all proceeds from any such award.

3. Upon the receipt of Mortgagee, Mortgagee shall deliver to Mortgagee all original issues of all or any portion of the Premises, together with assignments of each lease from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagee shall not proceed to receive any payments, disbursements or commissions of any kind nor release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Mortgagee's written consent.

2. Mortgagee shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and other charges against the Premises. Mortgagee shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagee shall pay in full prior to such tax, assessment or charge becoming delinquent under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagee may desire to contest.

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for the Mortgagee, free from any encumbrances, mechanical liens or other liens or claims for liens; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of such indebtedness to Mortgagee; (d) comply with all reasonable laws and ordinances applicable to buildings or building or other equipment of the Premises; (e) comply with all requirements of all laws or municipal ordinances applicable to buildings or building or other equipment of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.

Further, Mortgagee covenants and agrees as follows:

Further, Mortgagee does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagee shall assign and assign to Mortgagee, all issues, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent for or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage covenants, as a personal covenant applicable to Mortgagee only, and not as a limitation or condition hereon, that Mortgagee shall not be available to anyone other than Mortgagee, that until Default, as hereinafter defined, shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagee may collect, receive and enjoy such avails.

Further, Mortgagee does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

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12. When the indebtedness secured hereby shall become due by virtue of acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and export evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph shall become additional indebtedness secured hereby and shall be immediately due and payable, when paid or incurred by Mortgagee. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after DEFAULT under the Note, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

13. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note or the Liabilities; third, all monies remaining unpaid on the Note and the Liabilities; fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

14. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a home or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises during the statutory redemption period, if any. The court in which the foreclosure suit is filed from time to time may authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency.

15. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing in an action at law upon the Note.

16. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

17. Mortgagee shall release this Mortgage by a proper release upon payment in full of the Note and all Liabilities.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof whether or not such persons or parties shall have executed the Note or this Mortgage. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

19. Unless otherwise agreed to in writing, Mortgagor covenants and agrees to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment then at the office of Mortgagee commencing with the first payment pursuant to the Note secured hereby, and on the day each and every payment date thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments for the last ascertainable year (general and special) with respect to the Premises. Notwithstanding the foregoing, if the taxes or assessments for the last ascertainable year exclude the building or improvements or any part thereof, now constructed or to be constructed on the Premises, then the amount of the deposits to be paid pursuant to this paragraph shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. Concurrent with the disbursement of the Note, Mortgagor will also deposit with Mortgagee an amount as determined by Mortgagee, based upon the taxes and assessments so ascertainable, or so estimated by Mortgagee as the case may be, for taxes and assessments with respect to the Premises for the period commencing on the date such taxes and assessments were last paid to and including the date of the first tax and assessment deposit hereinabove mentioned. The deposits are to be held in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall, within ten days after receipt of a notice and demand from Mortgagee deposit the additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess shall be applied to subsequent deposits for taxes and assessments.

20. Upon request by Mortgagee, concurrent with and in addition to the deposits for general and special taxes and assessments pursuant to the terms of Paragraph 19 of this Mortgage, Mortgagor will deposit with Mortgagee a sum equal to the premiums that will next become due and payable on any insurance policies required hereunder, less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date when the insurance premiums will become due and payable. All sums deposited hereunder shall be held in trust without interest for the purpose of paying the insurance premiums.

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