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June 1 88
THIS INDENTURE THE and Trust Company, not individually but as Trustee U/A/T/A dated June 1, 1988 and known as Trust No. 1091551.

Illinois (STATE) 60602 111 W. Washington St. (NO. AND STREET) Chicago (CITY)

herein referred to as "Mortgagors," and

BANK OF HIGHLAND PARK

1835 First St. <u> Highland Park, ILL. 600</u>35

88252376

Above Space For Recorder's Use Only

If the property secured by this Mortgage shall be sold, conveyed or transferred, the principal of the Note remaining u paid together with accrued interest thereon shall at the election of tha holder and without notice become

due and payable,

(5 425,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the ray and in installments as provided in said note, with a final payment of the balance due on the LST day of June 19.93 and all of said principe" 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 the Mortgagee at 1835 First Street, Highland Park, ILL.

NOW THEREFORE, the or tagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and no performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in Covenant consideration of the sum of One Doll, rich and paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT funto the Mortgagee's successor, and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

00

PARCEL 1:

SUB-LOTS 1 THROUGH 6 AND 6 THROUGH
IN COCHRAN'S SUBDIVISION OF BLOCK 2
TRUSTEE'S SUBDIVISION OF SECTION 7,
39 NORTH, RANGE 14 EAST OF THE THIR
MERIDIAN, IN COOK COUNTY, ILLINOIS:
PARCEL 2:
THE EAST 1/2 OF LOT 44 AND ALL (F I SUB-LOTS 1 THROUGH 6 AND 46 THROUGH 50 IN LOT 1 IN COCHRAN'S SUBDIVISION OF BLOCK 29 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THEO PRINCIPAL

THE EAST 1/2 OF LOT 44 AND ALL (F 1 OT 45 IN LOT 1 IN COCHRAN'S SUBDIVISION OF BLOCK 29 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39

RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. NORTH, which, with the property herematter described, is referred to herein as the "yeemi

Addresses) of Real Estate: 1900 W. Hubbard St., Chicago, ILL.

Addresses) of Real Estate: 1900 W. MUDDATO ST., GNICARO, ILL.

**TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances there to conging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are piedged primarily at done parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, an conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), sere as window shades, storm doors and windows, floor coverings, unador beds, awings, stoves and water heaters. All of the foregoing are declared to be a part of all real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises of the registers of assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the promises unto the Mortgagors and the Mortgagors and and an analysis of the response and the Mortgagors and an analysis of the response of the response and the Mortgagors and the Mortgagors and an analysis and a series of the response of the response and the Mortgagors and an analysis of the response of the response and the Mortgagors and the Mo

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, torever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is:

PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Trust Number 1091551....

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand S and seat S of Mortgagors the day and year first above written.

CHICAGO TITLE AND TRUST

COMPANY not individually but as Trustee U/A/T/A dated

TYPE NAME(S) June 1, 1988 and known as BELOW

Trust Number 1091551 (Seat)(Seal)

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or tor the purpose of with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that porties property specifically described herein, and this intervent is executed and defivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released

(N WITNESS WHERE ()F, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate wall to be hereunto at fixed and attested by its Assistant Secretary, the day and year first above written.

ASSISTANT VICE-PRESIDENT Harries

Corporate Scal

STATE OF ILLINOIS.

COUNTY OF COOK

OFFICICAL SEAL Olintha Smith Notary Public, State of Illinois

My Commission Expires 9/22/91

Given under my hand and Notarial Scul this Notary Public

BOX 333 - TH

THE COVENANTS, CONDITIONS AND PROVISION DEFIRED TO OF PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time at the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payale, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and so it deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver process from the cost of the mortgage.
- 7. In case of default therein, Mort age may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expenser, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in come tion therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien here of shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interes, thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax liet or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness here n mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or the whole default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due "be'ber by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or included by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expense evidence, stenographers' charges publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may or had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in his paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest there in at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probale and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mirtgage or any indebtedness hereby secured: or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises 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 such item. In order mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then solvency or insolvency of such insolvency of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during an further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. 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 interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.